2026 IL App (2d) 250454-U
No. 2-25-0454
Order filed September 18, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23(b) and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

MACHINERY SOLUTIONS GROUP, INC., Plaintiff-Appellant,

v.

KEVIN JUAREZ, a Texas Resident, Individually and d/b/a Printing Press Texas and BEATRIZ MORELL, a Texas Resident, Individually and d/b/a Printing Press Texas, Defendants-Appellees.

Appeal from the Circuit Court of McHenry County.
Honorable Kevin G. Costello, Judge, Presiding.
No. 24-LA-173

JUSTICE SCHOSTOK delivered the judgment of the court.
Justices Birkett and Mullen concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court properly granted defendant's motion to dismiss for lack of personal jurisdiction. First, plaintiff forfeited its argument on general jurisdiction. Second, the trial court was correct to find that plaintiff failed to make a *prima facie* case for special jurisdiction because plaintiff's cause of action did not arise out of defendant's contacts with Illinois that purportedly established jurisdiction. Although plaintiff is based in Illinois, the negligent acts for which it brought suit occurred in Australia, and defendant, who was in Texas at the time, had no connection to the negligence.

¶ 2 Plaintiff, Machinery Solutions Group, Inc. (MSG), appeals the trial court's grant of a motion to dismiss for lack of personal jurisdiction filed by defendant, Beatriz Morell, a Texas resident, individually and doing business as Printing Press Texas. Morell's motion to dismiss was

premised on sections 2-619 and 2-301 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619, 2-301 (West 2024)). Because the trial court lacked personal jurisdiction over Morell, we affirm.

¶ 3 I. BACKGROUND

¶ 4 A. Complaint and Default Judgment

¶ 5 On June 25, 2024, MSG filed a three-count complaint against defendants, Kevin Juarez and Morell, alleging as follows. MSG, based in Crystal Lake, Illinois, is a "global leader in supplying high-quality used equipment, primarily serving the printing, packaging, and converting industries." In particular, MSG "assist[s] businesses in acquiring top-quality used equipment and aftermarket services." Juarez and Morell[1] are Texas residents doing business as Printing Press Texas (PPT), which operates out of a property in Houston, Texas. Juarez and Morell "offer services involving the buying and selling of printing equipment, rigging services, and logistics services, such as transportation and customs paperwork for the transport of printing equipment." "Rigging services involve the careful dismantling and packing of printing equipment for shipment and the unpacking and reinstallation of printing equipment at a new location." In 2023, MSG purchased printing equipment in Sunshine, Australia, to dismantle and pack for shipment to Illinois. "Following communications with MSG, Juarez and Morell took on the task of dismantling and packing the [p]rinting [e]quipment for its shipment to Illinois" (hereinafter "Sunshine Project"). Though MSG provided "detailed instructions" to Juarez and Morell for dismantling and packing the equipment for overseas transit, they did not properly remove, package, load, and protect the printing equipment. As a result, the printing equipment was seriously damaged, and some parts did not arrive in Illinois.

[1]Later in the proceeding it was revealed—and is now undisputed—that Juarez is Morell's nephew.

¶ 6 Count I of MSG's complaint alleged negligence in that Juarez and Morell breached their "duty [to MSG] to use reasonable care in the dismantling and packing for shipment of the [p]rinting [e]quipment." Count II alleged breach of bailment, based on an "implied agreement that Juarez and Morell would accept MSG's [p]rinting [e]quipment in Sunshine, Australia, dismantle and pack it for shipment, and return it undamaged to MSG in Illinois." Count III alleged negligent supervision in that Juarez and Morell breached their "duty to supervise any individuals employed by, or contracted by, them to conduct the dismantling and packing of the [p]rinting [e]quipment." Of particular relevance here, MSG alleged that the trial court "ha[d] jurisdiction over [the] matter as [Juarez and Morell] engaged in transactions with MSG with said negotiations in or directed to Illinois, and contracted with MSG in other transactions in Illinois, and the complained of actions damaged MSG in Illinois."

¶ 7 On August 30, 2024, MSG moved for a default judgment against Juarez and Morell, which the trial court granted on September 9, 2024. The court then scheduled a prove-up for damages for October 29, 2024. On October 31, 2024, a judgment was entered against Juarez and Morell jointly and severally in the amount of $806,188, with postjudgment interest of 9% per annum. On December 2, 2024, Juarez and Morell moved to vacate the default judgment on the bases that the trial court lacked personal jurisdiction over Juarez and Morell, that Morell was an improper defendant, that Juarez and Morell had meritorious defenses and counterclaims, and that their failure to appear was excusable. MSG filed a response to the motion to vacate the default judgment, to which Juarez and Morell filed a reply.

¶ 8 On March 14, 2025, the trial court granted Juarez and Morell's motion to vacate the default judgment. The court then set a deadline for Juarez and Morell to respond to the complaint.

¶ 9 On July 1, 2025, MSG filed a motion to reinstate the default judgment against Juarez alone. The court granted that motion on July 14, 2025.

¶ 10 B. Motion to Dismiss

¶ 11 On July 22, 2025, Morell filed a motion to dismiss MSG's complaint. The motion, brought under sections 2-619 and 2-301 of the Code (735 ILCS 5/2-619, 2-301 (West 2024)), challenged the trial court's personal jurisdiction over Morell. Morell attached, *inter alia*, her affidavit and Juarez's declaration, which was originally attached to Morell's and Juarez's motion to vacate the default judgment. For the motion's background section, Morell relied heavily on her affidavit and Juarez's declaration. We will summarize those two documents before proceeding to the motion's argument.

¶ 12 Morell's affidavit stated as follows. She had no ownership interest in PPT. Juarez, her nephew, was PPT's sole proprietor. She had no "personal knowledge of how [Juarez] formed his business, or any tax or company registrations." Juarez lived with Morell and her family in her home until December 2024 and has not lived with them since. "With the exception of [her] attorney for this case, [Morell] [had] never personally entered into any business contract or business relationship with an entity or person or resident within the State of Illinois." She "neither own[ed], use[d][,] nor possess[ed] any real estate or other property within the State of Illinois." "The only connection that [she] [had] to the State of Illinois [was] this lawsuit and the lawyer who represent[ed] [her] in this lawsuit." Since 2018, Morell was employed full-time as an office manager for DP Contractors, LLC. She was never employed by PPT. Juarez occasionally asked her to assist him with administrative tasks for PPT. She was paid as an independent contractor for her work for PPT. She "received 1099-NEC forms for 2021, 2022[,] and 2023, but not 2024 as there was insufficient work payments for the form that year." Her work for PPT was "[m]ostly

*** computer or phone administrative assistance for [Juarez] when he was on site at a job." She would "perform administrative tasks on [Juarez's] behalf for [PPT], such as sending estimates, invoices, asking for or providing a certificate of insurance, [a]ccounts [p]ayable, [a]ccounts [r]eceivable tasks, and other similar administrative tasks."

¶ 13 Morell further averred that, on December 20, 2023, Tom Donnelly (an employee of MSG), sent an e-mail to Juarez, with a "cc to Justin Underwood" (also an employee of MSG), providing information about the Sunshine Project. Morell was not copied on the e-mail. On December 22, 2023, Donnelly forwarded the e-mail to Morell, Juarez, and Underwood "with what were described as 'a couple of notes.' " Morell attached the December 20 and 22, 2023, e-mails to her affidavit. In the December 20 e-mail, Donnelly states that MSG decided to ship certain equipment "back here" and asks Juarez to prepare it for transport. In the December 22 e-mail, Donnelly adds further instructions for preparing the equipment for shipment. Morell averred that she was not involved in negotiating any terms of the Sunshine Project; it was "[her] understanding [that] there was never a contract signed to pay [Juarez] or [PPT] to perform any services" referenced in the e-mails. Morell "did not receive any direct payment or any form of compensation or remuneration from" MSG for any of the tasks referenced in the e-mails.

¶ 14 Morell related that, on January 3, 2024, she was at her home in Texas while Juarez was at the job site in Sunshine, Australia. That day, Morell, at Juarez's request, spoke by phone with Underwood and told him that Juarez had confirmed that certain equipment (the "JF50 and JF44 folders") "had been loaded in Australia" and that "Juarez and [PPT] required $10,000 to cover loading charges." Because Morell was in Texas, she could not confirm this information for herself; she "was merely communicating information relayed to [her] from [Juarez], and this was clear from [her] conversation with [Underwood]." That same day, Underwood sent Morell an e-mail

confirming their telephone conversation and his transfer of funds from a different project to the Sunshine Project. Morell attached the January 3, 2024, e-mail to her affidavit. She averred that she "was not paid any amount and did not receive any payments personally from these cost discussions which occurred on January 3, 2024." Morell "had no ability to direct or control" (1) "any actions or tasks related to the [Sunshine Project]," (2) "any actions or tasks performed by [Juarez] related to the [Sunshine Project]," or (3) "any actions or tasks performed by any persons in Sunshine, Australia who dismantled and packed for shipping to Illinois the items identified in [MSG's] [c]omplaint *** and in the *** [foregoing] emails." "The first" Morell heard of any alleged damage to the equipment was in an e-mail Donnelly sent to Juarez on March 7, 2024, which was copied to her. Morell attached Donnelly's e-mail to her affidavit.

¶ 15 Morell averred that she (1) had "never entered into an agreement with [MSG] in any manner," (2) had "never entered into any agreement in which [she] agreed to be sued or brought before a court within the State of Illinois," (3) had "no personal or professional connections with the State of Illinois," (4) had no "physical or virtual presence [in Illinois]," and (5) had not "h[eld] [her]self out as doing business within the boundaries of the State of Illinois."

¶ 16 Morell added:

> "The only connection I have to the State of Illinois is that I once performed administrative services for a company owned by my nephew, Kevin Juarez, and his company used to do business with a different company located within the State of Illinois, for which he agreed to go to Australia for no pay, and merely for the reimbursement of his out-of-pocket expenses."

¶ 17 In his declaration, Juarez stated he was the sole proprietor of PPT. Morell was "[his] *** employee," but she was "not an owner of the sole proprietorship and therefore should not be named

in [the] litigation." According to Juarez, Morell "was not at the site in Australia when the equipment was loaded and had nothing to do with the actual packaging, strapping, skidding, and loading of such equipment."

¶ 18 Morell argued in her motion that exercising personal jurisdiction over her would be inconsistent not only with the federal due process requirement that a party have "certain minimum contacts" with the forum state (see *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)), but also with the independent Illinois due process standard (see *Rollins v. Ellwood*, 141 Ill. 2d 244, 275 (1990)). Morell emphasized that (1) she had no ownership interest in PPT; (2) she occasionally worked for PPT, but solely as an independent contractor performing administrative tasks; (3) all of her work for PPT occurred within Texas; (4) the activity on which MSG based its claims occurred entirely in Australia, and she had no ability to control that activity from her location in Texas, (5) she had no contract with, and received no remuneration from, MSG; (6) she was not party to any agreement to be sued within Illinois or submit to venue in McHenry County; and (7) she had no business or personal connection with Illinois, apart from hiring Illinois counsel for this case. Morell argued that MSG was improperly "seeking to impose liability for activities which occurred in Sunshine, Australia, relating to packaging and shipping which was performed by someone who owned a company that occasionally hired [Morell], on an independent contractor basis to perform in-office administrative tasks in the State of Texas."

¶ 19 C. MSG's Response and Morell's Reply

¶ 20 MSG filed a response to Morell's motion to dismiss. MSG argued that (1) Morell had the minimum contacts necessary for Illinois courts to assert personal jurisdiction over her, (2) the exercise of personal jurisdiction over her did not offend due process, and (3) the fiduciary shield doctrine did not apply to her.

¶ 21 In arguing that the trial court had personal jurisdiction over Morell, MSG relied on its complaint's allegations, *e.g.*, that (1) Morell "engaged in transactions with [MSG] with said negotiations in or directed to Illinois, and contracted with MSG in other transactions in Illinois, and the complained of actions damaged MSG in Illinois"; (2) "[f]ollowing communications with MSG, Juarez and Morell took on the task of dismantling and packing the [p]rinting [e]quipment for its shipment to Illinois"; (3) after receiving "detailed instructions" from MSG, Juarez and Morell "commenced the dismantling and packing [of] the [p]rinting [e]quipment for its overseas transit"; and (4) Morell breached her duties of care and her duties under the "implied agreement" by carelessly preparing the equipment for shipment, resulting in damage.

¶ 22 MSG argued that it sufficiently alleged Morell's minimum contacts with Illinois, in that Morell "personally entered into an agreement with MSG to pack and ship printing equipment from Australia to Illinois and *** committed negligence, negligent supervision, and a breach of bailment in doing so." MSG asserted that its complaint and Donnelly's declaration (attached to the response) contradicted Morell's affidavit and "show[ed] that she was involved in the negotiation and execution of not only the [Sunshine Project] that is the focus of [the] lawsuit, but also other business dealings with MSG for which she was MSG's primary contact, engaging in negotiations, scheduling, logistics and more."

¶ 23 In his declaration, Donnelly identified himself as a manager partner at MSG. He stated that,

> "[S]ince at least 2021, MSG has had business dealings with [Morell] and [PPT], resulting in at least fifteen (15) individual projects that PPT was hired to disassemble, pack, and ship printing equipment, including the [Sunshine Project] at issue in this lawsuit, as well as several other projects in Australia, and including a project in New York City in which

printing equipment was disassembled, packed, and shipped to Florida, as well as a project in Winnipeg, Canada ***."

Donnelly continued:

> "[O]ver the course of MSG's dealings with Morell and PPT, Morell served as the primary contact for MSG, engaging in: (1) negotiation of deals and projects; (2) scheduling of projects; (3) coordinating logistics for projects; (4) answering questions and concerns regarding projects and project statuses; and (5) invoicing and payment."

According to Donnelly, "Morell at no time stated to MSG that she was simply an employee or a contractor for PPT or that she merely fulfilled administrative tasks." "Given this, [Donnelly] believed that Morell was at least an equal partner to *** Juarez at PPT." Donnelly stated that his interactions with Morell during these projects contradicted her averment that she "only performed administrative tasks for PPT."

¶ 24 Donnelly attached e-mails that Morell exchanged with MSG and other parties relating to three projects—the Sunshine Project, the "Winnipeg Project," and an unnamed project—in which PPT performed work for MSG. In the e-mails concerning the latter two projects, Morell provided PPT's timeline for project completion; conveyed PPT's acceptance of proposed payment terms; relayed PPT's understanding of project logistics; scheduled a phone call between her, Donnelly, and another party about project planning; expressed PPT's concerns about the division of responsibility for a project; conveyed a settlement offer; gave a detailed breakdown of what PPT was owed for a project; and answered questions about a project quote. In an October 27, 2023, e-mail to Underwood and Donnelly concerning the Sunshine Project, Morell wrote: "Please see the attached updated estimates. Per my conversation with Justin, we will leave pending[ ] any additional cost if we end up needing to work under an Australian contractor to comply with the

local company's policy." In a January 3, 2024, e-mail to Morell, Underwood referenced his prior conversation with Morell about Juarez's ongoing work with the Sunshine Project—specifically, his "load[ing] the JF50 and JF44 folders"—and how the loading costs would be covered.

¶ 25 Donnelly also attached a screenshot of PPT's currently inactive website, which stated that PPT was a "family owned business" and listed Morell in the role of "Logistics/Administration."

¶ 26 Referencing Donnelly's declaration, MSG argued that Morell "served as the main point of contact for [MSG] for at least fifteen different projects on which Morell's and [PPT's] services were engaged and paid for by an Illinois corporation." MSG clarified: "While these extensive dealings should be enough to subject Morell to the general jurisdiction of [the] [c]ourt, the basis of this lawsuit is the very contacts Morell had with MSG and Illinois concerning the [Sunshine Project], thus subjecting her to specific jurisdiction in Illinois." MSG also noted that Morell's affidavit admitted that "the business address of [PPT] and her home address are one and the same."[2] MSG attached Morell's declaration filed in support of the motion to vacate the default judgment. In that declaration, dated March 6, 2025, Morell stated that she was currently an employee of MSG.

¶ 27 Next, MSG argued that exercising personal jurisdiction over Morell was consistent with due process. MSG reiterated that its motion to dismiss, including Donnelly's declaration, contradicted Morell's assertion that she performed only administrative work at PPT.

[2]Also, Morell's e-mails attached to Donnelly's declaration give her home address as PPT's business address.

¶ 28 Finally, MSG argued that the fiduciary shield doctrine did not apply to Morell[3] because (1) "[her] actions in this case are alleged to have been taken as someone with ownership and management of [PPT], not solely as an employee following the company's wishes or solely serving the company's interests"; and (2) "[she] is alleged to have committed tortious acts, which invalidates her invocation of the [doctrine]."

¶ 29 Morell filed a reply in support of her motion to dismiss, arguing that nothing in MSG's response satisfied its burden to provide a *prima facie* case for personal jurisdiction. Morell argued, *inter alia*, that (1) the alleged damage occurred while the equipment was packed in, or shipped from, Australia and did not occur in Illinois, the forum state, and (2) MSG did not rebut Morell's averment that she was in Texas while the equipment was packed.

¶ 30 D. Trial Court's Ruling

¶ 31 On September 19, 2025, the parties appeared for a hearing on Morell's motion to dismiss for lack of personal jurisdiction. After brief argument, the trial court asked whether there was "any competent evidence that rebut[ted]" Morell's affidavit stating that she was not an owner of PPT and was not involved in the actual handling or packaging of the items that were allegedly neglected. MSG responded, "[T]he course of dealings between the parties and, specifically, [Morell], herself." MSG admitted that it "[did not] have any evidence whatsoever that [Morell] was present in Australia or a part of the actual packing or overseeing of the packing of those machinery parts, simply as part of the business that did it."

[3]MSG claimed to be responding to Morell's reliance on the fiduciary shield doctrine. Morell's motion to dismiss did not expressly invoke the doctrine, but she did emphasize that she was not an owner of MSG—a potentially dispositive fact under the doctrine. See *Khan v. Gramercy Advisors, LLC*, 2016 IL App (4th) 150435, ¶ 85 (generally, the doctrine protects employees, not owners).

¶ 32 The trial court granted Morell's motion to dismiss, "for a number of reasons." First, the trial court noted that MSG's complaint was based on allegations of tortious conduct that occurred in Australia. Thus, "the negligence, if it occurred, did not occur in the State of Illinois, and that would be, typically, one way to gain jurisdiction from a nonresident such as [Morell], that she conducted some tortious conduct in the State of Illinois." Second, there was no competent evidence to rebut Morell's affidavit stating that she was not an owner of PPT. The court acknowledged that there was evidence to rebut Morell's contention that she was an independent contractor, not an employee, of PPT. However, even assuming that she was PPT's employee, "it does not change the fact that she is not an owner [of PPT] and she has no controlling interest in [PPT]." Third, the alleged act of negligently packing the printing materials such that they arrived damaged in Illinois had nothing to do with Morell's role within PPT, "which has been established." Referring to the "e-mails," the court noted that Morell did not package the items, was not even in Australia at the time, and was only on the "administrative side of things." Thus, there was "no nexus between whatever [Morell's] role was [at PPT] *** and the allegations of negligence." For these reasons, the court concluded that it did not have personal jurisdiction over Morell and dismissed MSG's complaint with prejudice.

¶ 33 MSG timely appealed.

¶ 34 II. ANALYSIS

¶ 35 On appeal, MSG argues that the trial court erred by granting Morell's motion to dismiss for lack of personal jurisdiction. Morell's motion was brought under section 2-301 of the Code (735 ILCS 5/2-301 (West 2024)), which permits a party to challenge a trial court's jurisdiction over the party's person.

¶ 36 Where, as here, the trial court determines the issue of personal jurisdiction on the pleadings and discovery materials (if any) without conducting an evidentiary hearing, our standard of review is *de novo*. *Levy v. Gold Medal Products Co.*, 2020 IL App (1st) 192264, ¶ 26. The plaintiff has the burden of establishing a *prima facie* case for the exercise of jurisdiction over a nonresident defendant. *Schlafly Cori v. Schlafly*, 2021 IL App (5th) 200246, ¶ 18. A reviewing court addressing a challenge to personal jurisdiction must resolve in favor of the plaintiff any conflicts in the pleadings and affidavits; however, the plaintiff's *prima facie* case for jurisdiction can be overcome by the defendant's uncontroverted evidence that defeats jurisdiction. *Id.* If this court determines that the plaintiff has made a *prima facie* case for jurisdiction over the defendant, we must then determine if a material evidentiary conflict exists. *Id.* If a material conflict exists, this court must remand the cause to the trial court for an evidentiary proceeding. *Id.*

¶ 37 "Illinois courts may assert personal jurisdiction over a nonresident defendant only if the assertion comports with section 2-209 of the Code (735 ILCS 5/2-209 (West 20[24])), known as Illinois's long-arm statute, *and* with the due process guarantees of both the Illinois and the United States Constitutions." (Emphasis added.) *Aasonn, LLC v. Delaney*, 2011 IL App (2d) 101125, ¶ 11. The long-arm statute provides, in relevant part:

> "(a) Any person, whether or not a citizen or resident of this State, who in person or through an agent does any of the acts hereinafter enumerated, thereby submits such person, and, if an individual, his or her personal representative, to the jurisdiction of the courts of this State as to any cause of action arising from the doing of any of such acts:
>
> (1) The transaction of any business within this State;
>
> (2) The commission of a tortious act within this State;
>
> * * *

(7) The making or performance of any contract or promise substantially connected with this State;

* * *

(c) A court may also exercise jurisdiction on any other basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States." 735 ILCS 5/2-209(a)(1), (a)(2), (a)(7), (c) (West 2024).

¶ 38 We have explained the relationship between the long-arm statute and the constitutional requirements for personal jurisdiction:

"Prior to the enactment in 1989 of the 'catch-all provision' in section 2-209(c), courts analyzed whether the assertion of personal jurisdiction over a nonresident defendant was permitted by the long-arm statute and then separately examined due process concerns. [Citation.] However, because section 2-209(c) is coextensive with state and federal due process requirements, Illinois courts now treat it as an independent basis for exercising personal jurisdiction. [Citation.] Therefore, we need examine only due process considerations under the federal and state constitutions. ***." *Aasonn, LLC*, 2011 IL App (2d) 101125, ¶ 12.

¶ 39 As for the Illinois protections:

"Illinois due process requires that a court exercise jurisdiction over a nonresident defendant only 'when it is fair, just, and reasonable to require a nonresident defendant to defend an action in Illinois, considering the quality and nature of the defendant's acts which occur in Illinois or which affect interests located in Illinois.' " *Id.* ¶ 13 (quoting *Rollins*, 141 Ill. 2d at 275).

The Illinois Constitution contains an independent due process guarantee separate from its federal counterpart. *Id.* That said, when federal due process concerns regarding personal jurisdiction are satisfied, Illinois due process concerns are generally satisfied as well. *Id.* Because MSG does not argue for separate due process analyses, we limit our analysis to federal due process. See *id.*

¶ 40 "Federal due process requires that a defendant have 'certain minimum contacts' with the forum state such that the assertion of personal jurisdiction does not offend 'traditional notions of fair play and substantial justice.' " *Id.* ¶ 14 (quoting *International Shoe*, 326 U.S. at 316). The minimum contacts necessary for jurisdiction depend on whether general or specific jurisdiction is asserted. *Id.* On the one hand, "[g]eneral jurisdiction exists when a defendant has continuous and systematic contacts with the forum state and may be exercised in a suit not arising out of or related to the defendant's contacts with the forum." *Id.* On the other hand, "[s]pecific jurisdiction *** exists when the defendant purposefully directed its activities at the forum's residents and the cause of action arose out of those contacts." *Id.* "[S]pecific jurisdiction is confined to adjudication of issues deriving from, or connected with, the very controversy that establishes jurisdiction." (Internal quotation marks omitted.) *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011). An Illinois court may assert specific jurisdiction over a nonresident defendant if: (1) the defendant had minimum contacts with Illinois such that it was fairly warned that it may be haled into an Illinois court; (2) the action arose out of or was related to the defendant's contacts with Illinois; and (3) it is reasonable to require the defendant to litigate in Illinois. *Aasonn, LLC*, 2011 IL App (2d) 101125, ¶ 14. The minimum contacts must be based on "some act by which a defendant purposely avails himself of the privilege of conducting activities within a state, thus invoking the benefits and protections of its laws." (Internal quotation marks omitted.) *Id.* The

purposeful-availment requirement ensures that jurisdiction will not be obtained as the result of random, fortuitous, or attenuated contacts. *Id.*

¶ 41 Morell argues that MSG has forfeited any argument based on general jurisdiction. We agree. In its opening brief, MSG acknowledges the distinction between specific and general jurisdiction. MSG then develops an argument that the trial court erred in finding no *prima facie* case for exercising specific jurisdiction over Morell. After this, MSG challenges the trial court's findings (1) that MSG did not rebut Morell's averment that she was not an owner of PPT and (2) that Morell's work for PPT was unrelated to MSG's allegedly improper packing of the printing equipment involved in the Sunshine Project. While contesting these findings, MSG makes general references to Donnelly's assertions about Morell's involvement in "negotiations, scheduling, and logistics" in projects besides the Sunshine Project. MSG suggests that these "extensive dealings should be enough to subject Morell to general jurisdiction." However, MSG does not cite any specifics of the multiple e-mails Donnelly attached and described in detail to support his assertion that Morell had regular and significant dealings with MSG. Therefore, we reject MSG's argument on general jurisdiction as undeveloped, and we focus on its argument about specific jurisdiction. See *Compass Group v. Illinois Workers' Compensation Comm'n*, 2014 IL App (2d) 121283WC, ¶ 33 (the failure to properly develop an argument and support it with citation to relevant authority results in forfeiture of that argument).

¶ 42 We turn to whether MSG made a *prima facie* showing that Morell "purposefully directed [her] activities at [Illinois] and the cause of action arose out of or relates to [her] contacts with [Illinois]." *Russell v. SNFA*, 2013 IL 113909, ¶ 40. MSG argues that the trial court erred by finding that: (1) the alleged negligent acts did not take place in Illinois; (2) MSG presented no competent evidence to rebut Morell's claim that she is not an owner of PPT; and (3) the negligent packing of

the printing equipment had nothing to do with Morell's role within PPT. In support of these arguments, MSG contends that Morell served as the primary point of contact for at least 15 projects with MSG; Morell was listed on the PPT website as responsible for "Logistics/Administration" in what was described as a family-owned business; Morell operated the business out of her own home; and Morell personally engaged in negotiations, scheduling, and logistics for the "very Australia shipping project at issue in this case." In MSG's view, "[t]hese contacts were purposefully directed at Illinois—not random, fortuitous, or attenuated—and they give rise to the claims in this lawsuit." In addition, MSG argues that Morell's attempts to recast her role as merely sending e-mails at her nephew Juarez's direction "are contradicted by the documentary evidence and, at a minimum, present material evidentiary conflicts that warranted jurisdictional discovery or an evidentiary hearing." MSG argues that it "has sufficiently shown that Morell's minimum contacts with Illinois support the assertion of *specific* jurisdiction." (Emphasis in original.)

¶ 43 Based on the above principles, we agree with the trial court that MSG failed to establish a *prima facie* case of specific personal jurisdiction over Morell. To explain our conclusion, we first make two observations about relevancy. First, MSG's reliance on Morell's involvement in projects other than the Sunshine Project misses the core issue of *specific* jurisdiction. Her involvement in those other projects might help establish the kind of "continuous and systematic contacts with the forum state" needed for *general* jurisdiction. *Aasonn, LLC*, 2011 IL App (2d) 101125, ¶ 14. In contrast, *specific* jurisdiction must be based solely on Morell's involvement in the conduct giving rise to the cause of action. The trial court understood this.

¶ 44 Second, the trial court's concern with whether Morell was an owner of MSG appears to have been an implicit acknowledgment of the fiduciary shield doctrine, a component of due process limits on jurisdiction. See *Rollins*, 141 Ill. 2d at 280. Under that doctrine, where personal

jurisdiction exists over an entity because of its representatives' actions, those actions will not necessarily permit the exercise of personal jurisdiction over the representatives *separately as individuals*. See *id.* at 279-80. Specifically, personal jurisdiction does not extend to an "individual who seeks the protection and benefits of Illinois law, not to serve his personal interests, but to serve those of his employer or principal." *Id.* at 280. The rationale is that, where an individual's actions are motivated by her employment situation and not her personal interest, it would be unfair to exercise jurisdiction over her as an individual based on those actions. See *id.* However, the doctrine does not shield representatives who hold an ownership interest in the entity, because they stand to profit through the entity. Thus, their actions on its behalf are motivated by self-interest. *Khan v. Gramercy Advisors, LLC*, 2016 IL App (4th) 150435, ¶ 85; *Interlease Aviation Investors II (Aloha) L.L.C. v. Vanguard Airlines, Inc.*, 262 F. Supp. 2d 898, 912 (N.D. Ill. 2003). The trial court found it inconsequential whether Morell was an MSG employee or an independent contractor; instead, the court emphasized that Morell "is not an owner [of PPT] and she has no controlling interest in [PPT]." The court was correct on this as well.

¶ 45 With those considerations in mind, we examine the trial court's reasons for finding that MSG failed to make a *prima facie* case for special jurisdiction over Morell. As the court noted, MSG's complaint attributed the damaged or lost equipment to improper packing in Australia. Thus, the alleged tortious conduct took place in Australia, not the forum state, Illinois. The court was correct to find that MSG did not rebut Morell's averments that she was in Texas when the packing occurred, that her role in the Sunshine Project was purely administrative, and that—most importantly—she had no involvement in the packing. Also unrebutted were Morell's averments that she had no ownership interest in PPT and that her nephew Juarez was the sole proprietor of PPT. Accordingly, the court was correct to conclude that specific personal jurisdiction over Morell

was lacking because there was no nexus between Morell's role at PPT and the alleged negligent conduct that was the basis of MSG's lawsuit.

¶ 46 Last, MSG argues that the trial court should have held an evidentiary hearing on jurisdiction and permitted it to seek discovery on jurisdiction. MSG argues that it "provided a litany of evidence," including Donnelly's declaration, "to demonstrate Morell's contacts not only with the specific transaction at issue in this lawsuit, but with Illinois generally." MSG states: "For the circuit [*sic*] to, on its own initiative, rule on the credibility of these facts without even the benefit of an evidentiary hearing *** was, respectfully, erroneous, and warrants reversal." However, MSG was entitled to an evidentiary hearing only if it (1) established a *prima facie* case for personal jurisdiction and (2) a material evidentiary conflict existed. See *Cori*, 2021 IL App (5th) 200246, ¶ 18. Since, as explained, MSG has forfeited the issue of general jurisdiction, we do not determine whether the purported "litany of evidence" on that issue warranted an evidentiary hearing. As for special jurisdiction, we have held that MSG has not made a *prima facie* case for it, and we agree with the trial court that MSG did not rebut Morell's averments pertinent to special jurisdiction, so no material evidentiary conflict exists. Therefore, MSG has not convinced us to remand for an evidentiary hearing.

¶ 47 As for discovery, MSG cites Illinois Supreme Court Rule 201(l). However, MSG does not provide the rule's text and relies entirely on the court's interpretation in *In re Marriage of Falstad*, 152 Ill. App. 3d 648, 652 (1987). The rule's text, however, has been substantially revised since *Falstad*. Compare Ill. Rev. Stat. 1985, ch. 110A, ¶ 201(l), with Ill. S. Ct. R. 201(l) eff. Mar. 17, 2023). Since MSG does not cite pertinent authority on this issue, we find it forfeited. See *Burenkhuu Purevdori v. Mission Hills Condominium T-2 Ass'n*, 2024 IL App (1st) 231693, ¶ 29.

¶ 48 In closing, we note that there is a judgment against Juarez, as sole proprietor of PPT, for the damage MSG suffered in relation to the Sunshine Project. MSG has not cited any legal authority supporting the proposition that an administrative employee may be subject to specific personal jurisdiction when the employer is already being held accountable. See *Commerce Trust Co. v. Air 1st Aviation Companies, Inc.*, 366 Ill. App. 3d 135, 138 (2006) (nonresident president of company subject to specific personal jurisdiction).

¶ 49 We conclude that MSG failed to establish a *prima facie* case of specific personal jurisdiction over Morell and that the trial court properly granted her motion to dismiss.

¶ 50 III. CONCLUSION

¶ 51 For the reasons stated, we affirm the judgment of the circuit court of McHenry County.

¶ 52 Affirmed.