NOTICE
This Order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

2026 IL App (4th) 260209-U

NO. 4-26-0209

FILED
November 10, 2026
Carla Bender
4th District Appellate
Court, IL

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

STORM RECOVERY ROOFING & SIDING, LLC, an Iowa Limited Liability Company, Plaintiff-Appellee, v. ASHLEY THOMAS and JOHNATHAN THOMAS, Defendants-Appellants.	)))))))	Appeal from the Circuit Court of Rock Island County No. 24AR263 Honorable Jeffrey S. McKinley, Judge Presiding.

JUSTICE DeARMOND delivered the judgment of the court.
Presiding Justice Steigmann and Justice Zenoff concurred in the judgment.

ORDER

¶ 1 *Held*: The appellate court reversed, finding the trial court erred in denying defendants' motion to dismiss because defendants had not waived their jurisdictional objection and the court lacked personal jurisdiction to enter judgment against them.

¶ 2 Plaintiff, Storm Recovery Roofing & Siding, LLC, an Iowa limited liability company (Storm), sued defendants, Ashley and Johnathan Thomas, bringing an action for breach of contract or *quantum meruit* and seeking money damages of $25,157.47, plus costs and interest. Defendants moved to dismiss the action for lack of personal jurisdiction, and the trial court denied their motion. After mandatory arbitration, the matter proceeded to a bench trial, where the court entered judgment for Storm. Defendants appeal, arguing that "[t]he court erred in ruling that the defendants, Iowa residents on a contract performed in Iowa were subject to personal jurisdiction in Illinois court." We agree and reverse.

¶ 3 I. BACKGROUND

¶ 4 Defendants' Davenport, Iowa, home sustained hail damage in April 2023. Because their next-door neighbor worked for Storm, they hired Storm to repair or replace the damage. On August 22, 2023, at their home, defendants signed a contract with Storm, obligating Storm to remove and replace the home's roof and siding for the price of $21,045.71, plus any additional insurance supplements. The contract included a provision stating the parties and their agreement "are subject to the laws in effect in the State in which it has been signed and executed." Storm completed the contracted work on defendants' home "[o]n or about January 21, 2024," and requested payment of $25,157.47.

¶ 5 Eight months later, after defendants failed to pay, Storm filed a two-count complaint against them, alleging breach of contract or, alternatively, *quantum meruit*, and seeking money damages for the full contract price, plus interests and costs. Defendants received service of process at their Iowa home three days later, and they filed a "Motion to Continue (Reschedule) or Extend Time" on September 24, 2024, asking for more time to respond. At the same time, defendants filed an "Application for Waiver of Court Fees (Civil)," which the trial court granted the next day. At a September 27, 2024, hearing, at which Storm's attorney appeared but defendants were not present, the court entered an order granting a continuance. The court granted a second continuance in a hearing with all parties present on November 1, 2024. The record neither includes a motion for a continuance nor indicates who requested more time.

¶ 6 The parties reconvened in the trial court on December 27, 2024, where, per local rules, the court set the matter for mandatory arbitration and a bench trial for April 23, 2025. (14th Cir. Ct. R. Part 24, Rule 1(d) (Jun. 7, 2017)).

¶ 7 Before mandatory arbitration, defendants filed a motion to dismiss Storm's

complaint "for lack of personal jurisdiction, pursuant to 735 ILCS 5/2-301." Defendants argued they lacked sufficient minimum contacts with Illinois, noting they lived in Iowa, the contract was signed in Iowa, the work occurred at their Iowa home, and they were served in Iowa. Defendants maintained "[t]here is absolutely zero contact between [them] and Illinois." They rebuffed Storm's claim "that [since it] performed part of the Contract from its Moline office," they were subject to personal jurisdiction in an Illinois court.

¶ 8 On April 21, 2025, Storm filed a "Resistance to Motion to Dismiss," highlighting defendants' court appearances on November 1 and December 27, 2024. It argued, "Defendants have patently waived any objection to this Court's lack of personal jurisdiction through their two (2) general appearances in this case and active participation in scheduling the arbitration hearing in this matter."

¶ 9 As defendants' motion to dismiss was pending in the trial court, the parties participated in mandatory arbitration on April 23, 2025. The arbitrators entered an award for Storm totaling $31,071.09, which included the damages claimed, plus attorney fees and costs. The arbitration award was filed with the court on the same day.

¶ 10 The trial court heard arguments on defendants' motion to dismiss on May 5, 2025. Defendants submitted affidavits in support of their motion. They asserted they were not and have never been Illinois residents, all work performed by Storm occurred at their home in Iowa, and they never met with anyone from Storm in Illinois to negotiate the contract or discuss the work to be done at their home. After the hearing, the court entered this order into the docket:

> "This Court after hearing all arguments, and reviewing pleadings on Defendants motion to dismiss for lack of personal jurisdiction finds as follows. The Defendants['] motion is denied.

> The Court notes the Defendants were present in court several times, and even set this matter for an arbitration hearing prior to filing this motion. The Court notes there is some verbiage that the motion may be heard after the arbitration hearing, but the Court is finding the Plaintiff has a main office in Moline, IL, and portions of the contract were performed in Illinois, therefore the Court finds the minimal [*sic*] contacts provision has been satisfied and therefore find the Defendants are subject to personal jurisdiction in this matter."

The case eventually proceeded to a bench trial on January 22, 2026, wherein the trial court entered judgment for Storm.

¶ 11 This appeal followed.

¶ 12 II. ANALYSIS

¶ 13 On appeal, defendants argue the trial court erred in finding them subject to personal jurisdiction and denying their motion to dismiss.

¶ 14 "Personal jurisdiction refers to the [trial] court's power to bring a person into its adjudicative process." (Internal quotation marks omitted.) *People ex rel. Alvarez v. $59,914 United States Currency*, 2022 IL 126927, ¶ 19. The law provides two categories for personal jurisdiction—"general or all-purpose jurisdiction and specific or case-linked jurisdiction." *Rios v. Bayer Corp.*, 2020 IL 125020, ¶ 19. This case implicates the latter category only.

¶ 15 "Illinois's long-arm statute authorizes courts in this state to exercise jurisdiction over nonresident defendants." *Rios*, 2020 IL 125020, ¶ 17; see 735 ILCS 5/2-209 (West 2024). Per the statute, an Illinois trial court may exercise personal jurisdiction over a nonresident who

either transacts business within the state and/or enters into or performs any contract or promise substantially connected within this State. 735 ILCS 5/209(a)(1), (7) (West 2024). The statute's catch-all provision allows a court to exercise personal jurisdiction on any "basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States." 735 ILCS 5/209(c) (West 2024). Ultimately, courts have deemed the long-arm statute coextensive with due process, meaning the statute is satisfied if due process is satisfied, regardless of whether a defendant actually performed an act enumerated in the statute. *Young v. Ford Motor Co.*, 2017 IL App (4th) 170177, ¶ 26. In other words, a court's exercise of jurisdiction pursuant to the long-arm statute "must also comport with the due process clause." *Commercial Coin Laundry Systems v. Loon Investments, LLC*, 375 Ill. App. 3d 26, 30 (2007).

¶ 16 "The Due Process Clause of the Fourteenth Amendment [(U.S. Const., amend. XIV)] limits the power of a state court to render a valid personal judgment against a nonresident defendant." (Internal quotation marks omitted.) *Rios*, 2020 IL 125020, ¶ 18. "A judgment entered by a court that lacks jurisdiction over the parties is void" and subject to direct or collateral attack at any time. *Municipal Trust & Savings Bank v. Moriarty*, 2021 IL 126290, ¶ 17.

¶ 17 Due process requires that, "[b]efore an Illinois [trial] court may exercise jurisdiction over a nonresident defendant, that court must ensure its exercise of jurisdiction comports with traditional notions of fair play and substantial justice." (Internal quotation marks omitted in original.) *Higgins v. Blessing Hospital*, 2024 IL App (4th) 231531, ¶ 23. This involves the well-worn minimum-contacts analysis, whereby the court must consider three factors:

> "(1) whether the nonresident defendant had minimum contacts with the forum State such that it had fair warning that it may be required to defend there; (2) whether the action arose out of or

relate[d] to the defendant's contacts with the forum; and

(3) whether it is reasonable to require the defendant to litigate in the forum State." (Internal quotation marks omitted.) *Higgins*, 2024 IL App (4th) 231531, ¶ 23.

Properly applied, the minimum-contacts analysis focuses solely on the nonresident defendant's conduct—whether their actions created a substantial connection to the forum State. *Walden v. Fiore*, 571 U.S. 277, 284 (2014). The "plaintiff cannot be the only link between the defendant and the forum." *Walden*, 571 U.S. at 285.

¶ 18 A. Burden of Proof Below and Standard of Review on Appeal

¶ 19 The plaintiff bears the burden of establishing a *prima facie* basis for exercising personal jurisdiction over a nonresident defendant. *Aspen American Insurance Co. v. Interstate Warehousing, Inc.*, 2017 IL 121281, ¶ 12. "[A]ny conflicts in the pleadings and supporting affidavits will be resolved in the plaintiff's favor, but uncontradicted evidence offered by the defendant may defeat jurisdiction." *Aspen*, 2017 IL 121281, ¶ 12. When the trial court heard no testimony and based the personal jurisdiction determination solely upon documentary evidence, we review the decision *de novo*. *Higgins*, 2024 IL App (4th) 231531, ¶ 23; *Community Merchant Services, Inc., v. Jonas*, 354 Ill. App. 3d 1077, 1083 (2004). Likewise, if our jurisdiction decision depends upon a statute's meaning, our review is *de novo*. *J&J Ventures Gaming, LLC v. Wild, Inc.*, 2016 IL 119870, ¶ 25.

¶ 20 B. Defendants Did Not Waive Their Objection to Personal Jurisdiction

¶ 21 Section 2-301 of the Code of Civil Procedure (Code) (735 ILCS 5/2-301 (West 2024)) governs objections to personal jurisdiction, including waiving such objections. To object to the court's personal jurisdiction, a party may file a motion to dismiss the entire proceeding or

any cause of action within the proceeding or may file a motion to quash service of process. 735 ILCS 5/2-301(a) (West 2024). As for waiver, subsection 2-301(a-6) provides:

> "A party filing any other pleading or motion prior to the filing of a motion objecting to the court's jurisdiction over the party's person as set forth in subsection (a) waives all objections to the court's jurisdiction over the party's person prospectively, unless the initial motion filed is one of the following:
>
> (1) A motion for an extension of time to answer or otherwise plead.
>
> (2) A motion filed under Section 2-1301, 2-1401, or 201401.1." 735 ILCS 5/2-301(a-6) (West 2024).

In 2000, the General Assembly amended section 2-301 of the Code and profoundly changed how the bench and bar should approach personal jurisdiction objections and waiver. Before then, "Illinois law was quite unforgiving on the question of waiving an objection to personal jurisdiction." *5425 Cicero LLC v. Didiana*, 2026 IL App (1st) 251411, ¶ 30. The post-2000 section 2-301 eliminated the need for special appearances to preserve jurisdictional objections and so likewise obviated general appearances. *KSAC Corp. v. Recycle Free, Inc.*, 364 Ill. App. 3d 593, 595 (2006); see *In re Marriage of Hoover*, 314 Ill. App. 3d 707, 710 (2000) ("Under amended section 2-301 of the Code, it is no longer necessary to file a special and limited appearance or a motion to quash service of process."). Not only is there no longer a distinction between general or special appearances, but the value of an appearance itself is diminished. A party's mere appearance in a proceeding is no longer determinative, and certainly not dispositive, as to whether the party waived any objection to personal jurisdiction. Indeed, the post-2000

iterations of section 2-301(a-6) "contain[ ] an explicit waiver provision that is significantly narrower than the previous law." *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 33; see *KSAC Corp.*, 364 Ill. app. 3d at 595. Now, by section 2-301(a-6)'s express terms, a defendant waives a jurisdictional objection "*only if* the defendant files a *pleading* or a *motion* (other than one seeking an extension of time to answer or otherwise [plead])." (Emphases in original.) *KSAC Corp.*, 364 Ill. app. 3d at 597.

¶ 22 Storm argues here (as they did below) that defendants waived any objection to personal jurisdiction because they "appeared before the Circuit Court on two (2) occasions—on November 1, 2024 and December 27, 2024—and raised no objections to the Circuit Court's personal jurisdiction during either appearance." Storm also emphasizes that defendants agreed "to schedule a mandatory arbitration hearing on the merits of the case—*without ever raising any personal jurisdiction issues*." (Emphasis in original.) Storm maintains defendant's "general appearances" and agreement to mandatory arbitration equated to " 'participation in the proceedings' " and "submission to the Circuit Court's jurisdiction."

¶ 23 The trial court seemingly agreed with Storm. The court did not issue a written order on defendants' motion to dismiss but entered its order as a docket entry. The court did not make an express finding on Storm's waiver argument. To be sure, the docket entry does not include any variation of the word "waive." But in denying the motion, the court restated Storm's argument, finding: "The Court notes the Defendants were present in court several times, and even set this matter for an arbitration hearing prior to filing this motion." Unlike the trial court, we find Storm's arguments inapt and unconvincing. To the extent the court found defendants waived their objection to personal jurisdiction by appearing in court and agreeing to mandatory arbitration, we conclude the court's decision was contrary to law and reverse.

¶ 24 At the trial court level, Storm bore the burden of establishing defendants waived a jurisdictional objection. It had to show defendants either filed a pleading or a motion (other than a motion for extension of time) *before* objecting to personal jurisdiction. Storm failed to do so. The record confirms defendants moved to dismiss the case for lack of personal jurisdiction on April 11, 2025, so we must consider what they filed, if anything, before that date. Defendants filed a motion to continue or extend time on September 24, 2024, along with an application for a waiver of fees. By section 2-301(a-6)'s plain language, these filings did not waive defendants' objection to personal jurisdiction. See 735 ILCS 5/2-301(a-6) (West 2024). Storm has never argued they did. It focused on defendants' "appearances."

¶ 25 Defendants first appeared in court on November 1, 2024, when the trial court continued the matter for a second time. The record does not reveal who asked for this continuance. Defendants next appeared in court on December 27, 2024. The docket entry reads "Matter is set for Bench Trial on 4/23/2025 at 10:00 am." The court's written order showed the same but also included a handwritten note indicating the "bench trial" would be at the "Arbitration Center." Storm's briefing clarified the court used this order for setting the case for mandatory arbitration per local rules (14th Cir. Ct. R. Part 24, Rule 1(d) (Jun. 7, 2017)). Again, the record does not indicate whether the parties or the court directed the case to mandatory arbitration, yet we note local rules required it. See 14th Cir. Ct. R. Part 24, Rule 1(d) (Jun. 7, 2017). Regardless, the record confirms defendants did not file a motion or pleading asking for arbitration. Though they "appeared" in court on November 1 and December 27, 2024, they did not file a motion or pleading that would waive their objection to personal jurisdiction. Storm places importance on defendants' "participation" in the case as the means for waiver. But we find the broad "participation" language falls outside the "narrower" rule for waiver in section 2-

301(a-6). See *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 33; see also *KSAC Corp.*, 364 Ill. app. 3d at 595.

¶ 26 In support of its argument, Storm directs our attention to *Andreasen v. Suburban Bank of Bartlett*, 173 Ill. App. 3d 333 (1988), and *BAC Home Loans Servicing, LP v. Mitchell*, 2014 IL 116311. Storm cites the former case for the proposition that "[p]ersonal jurisdiction can be waived, and is waived, by a person's participation in the proceedings in issue. *Andreasen*, 173 Ill. App. 3d at 339. Coming 12 years before the amendments to section 2-301, this is no longer an accurate statement of the law. For example, the *Andreasen* court observed the defendant failed to "file a special and limited appearance to contest the court's jurisdiction" (*Andreasen*, 173 Ill. App. 3d at 339), which is now both an obsolete term and procedure. More importantly, even if we overlooked the antiquated analysis and analyzed the facts under the current law, that defendant filed a response or motion before objecting to jurisdiction, which would now result in waiver because he was heard on the substantive issue of the case. *Andreasen*, 173 Ill. App. 3d at 339; see 735 ILCS 5/2-301(a-6) (West 2024). By contrast, these defendants never filed a response or a disqualifying objection before moving to dismiss based on lack of jurisdiction.

¶ 27 Storm cites the latter case for the proposition that " '[T]he waiver of objections to personal jurisdiction is comprehensive when a party submits to the court's jurisdiction.' " (quoting *BAC Home Loans*, 2014 IL 116311, ¶ 34) Storm conveniently omitted significant language from the *BAC Home Loans* quotation. In full, our supreme court instructed: "*Under section 2-301(a)*, the waiver of objections to personal jurisdiction is comprehensive when a party submits to the court's jurisdiction *by initially filling a responsive pleading or motion*." (Emphases added.) *BAC Home Loans*, 2014 IL 116311, ¶ 34. That full quote carries a different meaning than Storm implies in its brief and even undermines Storm's position. Indeed, applying

this *BAC Home Loans* principle here, we see no waiver because "participating" and "appearing" in the proceedings do not comprehensively waive jurisdictional objections—only initially filing a pleading or motion (other than the exempted motions) does that. Furthermore, we note the *BAC Home Loans* court was not addressing waiver generally but addressing the specific question of whether waiver applies retroactively or prospectively. *BAC Home Loans*, 2014 IL 116311, ¶ 35. Given the differences in these cases, we find neither *Andreasen* nor *BAC Home Loans* persuasive, let alone dispositive, to this waiver question.

¶ 28 While not a perfect comparison, we find this case akin to *5425 Cicero LLC*. There, the defendant (Robert) appeared at a status hearing where the trial court continued the matter for another status hearing. *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 9. His codefendants never appeared in court. *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 11. Robert appeared at the next status hearing, where the court set the matter for trial and directed him to file an appearance. *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 9. He attempted to file an appearance, but it "was rejected as an 'Illegible, unreadable, or completely blank document.' " *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 10. Robert was present for the trial and blurted out comments but was not formally allowed to participate. The court entered a verdict against all defendants but did not specify if the judgment was by default or after a contested trial. *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶¶ 11-12. Robert filed a timely motion to vacate the judgment pursuant to sections 2-1203 and 2-1301 of the Code. He later supplemented the motion, arguing the court lacked personal jurisdiction due to insufficient service of process. *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶¶ 13-15. The court found improper service and vacated the judgment as to the two codefendants, but it refused to vacate the judgment against Robert, explaining this was "because 'he participated. He stepped into the court, and he participated. So I

will not vacate the judgment as to him." *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 17. The court clarified it based the "participation" determination on Robert's presence at status hearings, where he was allowed to speak. *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 18.

¶ 29 On appeal, the Appellate Court, First District, considered whether Robert "subjected himself to the court's jurisdiction—that is, whether he waived any objection to personal jurisdiction—by 'participating' in the court's process" and answered the question with "an unequivocal no, he did not." *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 29. The court reviewed the post-2000 amendments to section 2-301 and opined they "dramatically relaxed the harsh waiver rule." *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 33. The First District described the law as "clear" and determined "the extent of Robert's 'participation' in the litigation before the day of trial was irrelevant to whether he waived an objection to personal jurisdiction." *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 37. The court explained: "He could only waive any such objection by filing a responsive pleading or motion before raising an objection to personal jurisdiction—and even then, if the motion he filed was brought under section 2-1301 or certain other statutory provisions, he would not waive his right to object." *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 37. The court observed the defendant had not filed anything in the proceedings until he filed his motion to vacate the judgment under section 2-1301. *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶ 38. Rejecting the plaintiff's "gotcha" arguments, which it said the amended section 2-301 "eliminate[d]," the First District held "the court erred in finding that Robert waived his objection to service and thus personal jurisdiction." *5425 Cicero LLC*, 2026 IL App (1st) 251411, ¶¶ 40, 43.

¶ 30 Given the similarities between this case and *5425 Cicero LLC*, we likewise reject Storm's "gotcha" arguments and determine this case merits the same result. Like Robert, these

defendants appeared in court during the early stages of the litigation. And before challenging jurisdiction, these defendants filed no other pleading or motion, other than one allowed by section 2-301(a-6), namely, a motion for an extension of time. Like Robert's presence in *5425 Cicero LLC*, defendants' presence and participation in status hearings is irrelevant to whether they waived their jurisdictional objection. Although the trial court's order did not use the word "waiver," to the extent the court determined defendants waived their objection to personal jurisdiction by appearing in court twice and agreeing to mandatory arbitration, it committed reversible error by entering an order contrary to law.

¶ 31 C. Defendants Did Not Have Sufficient Minimum Contacts With Illinois

¶ 32 The trial court's docket entry denying defendants' motion to dismiss next explained, "[T]he Court is finding the Plaintiff has a main office in Moline, IL, and portions of the contract were performed in Illinois, therefore the Court finds the minimal [*sic*] contacts provision has been satisfied and therefore finds the Defendants are subject to personal jurisdiction in this matter." The court erred in this determination, too. We see right away how the court's order upended the minimum-contacts analysis by focusing solely on Storm, the plaintiff, rather than defendants. See *Walden*, 571 U.S. at 284-85 (stating a court's analysis must focus on the nonresident defendants' conduct, and the plaintiff cannot serve as the only link between the defendant and forum state).

¶ 33 Storm, nevertheless, argues two provisions of Illinois's long-arm statute allow for personal jurisdiction here because defendants transacted business and entered into a contract substantially connected with Illinois. See 735 ILCS 5/2-209(a)(1), (7) (West 2024). Despite Storm identifying two statutory provisions, the ultimate question remains one of due process—did defendants create minimum contacts with Illinois, did this action arise from those contacts,

and is it reasonable to require defendants to litigate in Illinois? *Higgins*, 2024 IL App (4th) 231531, ¶ 23. Filtering the minimum contacts analysis through the lenses of business activity or entering into a contract, we answer no to each question.

¶ 34 To start, we observe the case law often blends business transactions and contracts when analyzing jurisdiction under the long-arm statute, especially after the courts deemed the long-arm statute coextensive with due process. For example, we have said: "A defendant transacts business in the state within the meaning of the long-arm statute when substantial performance of contractual duties is to be rendered in the state or when the defendant invokes the benefits and protections of state law in the contractual relationship." *Jonas*, 354 Ill. App. 3d at 1088; see *Khan v. Gramercy Advisors, LLC*, 2016 IL App (4th) 150435, ¶ 171.

¶ 35 "[T]he mere fact of entering into a contract with an Illinois resident does not subject a nonresident defendant to Illinois jurisdiction." *Commercial Coin Laundry Systems*, 375 Ill. App. 3d at 33. The relevant factors for consideration in whether a defendant established minimum contacts with Illinois by entering into a contract or transacting business include "who initiated the transaction, where the contract was entered into, and where performance of the contract was to take place." *Jonas*, 354 Ill. App. 3d at 1088. We may also consider "where the contract was negotiated." *Khan*, 2016 IL App (4th) 150435, ¶ 145. We have said no single factor is dispositive, but each is significant. *Jonas*, 354 Ill. App. 3d at 1088.

¶ 36 The record is unclear on who initiated this business transaction or contract. In the bench trial, Ashley testified her neighbor worked for Storm, so she and her husband decided to go with Storm for their home repairs. She did not elaborate on who initiated the conversation. Likewise, Storm has never argued defendants initiated the contract or transaction. In their affidavits, defendants averred they "never met with anyone from [Storm] in Illinois to negotiate

the contract," and Storm never refuted these statements. See *Aspen*, 2017 IL 121281, ¶ 12 (noting uncontradicted evidence from the defendant may defeat jurisdiction). The record confirms the parties signed the contract at defendants' Iowa home. We can conclude, therefore, the parties negotiated and entered into this contract in Iowa. So far, three of the four factors weigh against finding jurisdiction here.

¶ 37 As for performance, the contract terms obligated Storm to repair or replace the roof and siding at defendants' Davenport, Iowa, home, in exchange for payment from defendants. Since defendants are Iowa residents and the home identified by the contract is in Iowa, it is reasonable to conclude the parties performed a substantial part of the contract in Iowa. But Storm argued:

> "[A]ny reasonable person would understand that the planning and administrative tasks required to perform the contracted work took place, such as applying for the proper permits, creating estimates, ordering materials, scheduling the proper labor crews, paying for materials, paying labor crews, and similar tasks would be performed by [Storm] at [Storm's] Illinois office."

We dismiss this argument outright. Storm cites no case law to support it. Instead, Storm supports its position upon the theory that reasonable people would understand that Storm would complete some administrative tasks in its Illinois office. It is well-established, however, that "[o]nly the conduct of the defendant at issue can form the basis for jurisdiction." *Jonas*, 354 Ill. App. 3d at 1088. The analysis must focus on the defendant's contacts with Illinois, not the plaintiff's. What is more, the plaintiff cannot be the only link between the defendant and Illinois. *Walden*, 571 U.S. at 284-85. Storm's argument focuses on its conduct, not defendants' conduct, and Storm

acts as the sole link between defendants and Illinois.

¶ 38 As an aside, we observe the contract Storm and defendants signed included a clause making the contract and the parties "subject to the laws in effect in the State in which it has been signed and executed." Based on the record, this contract was undoubtedly signed and executed in Iowa, meaning the contract and the parties are subject to Iowa law. While a choice-of-law provision is not dispositive of a jurisdictional question, it is certainly relevant. *Commercial Coin Laundry Systems*, 375 Ill. App. 3d at 33. We find it curious that neither party referenced this clause in their briefing. Nonetheless, we deem this choice-of-law provision relevant to our analysis and decision.

¶ 39 In our view, the record shows no conduct from defendants that established sufficient minimum contacts with Illinois where they would have fair warning they could be required to defend here. Similarly, since merely entering into a contract with an Illinois resident is not a sufficient contact to allow for jurisdiction, we cannot say defendants' contacts with Illinois gave rise to this lawsuit. *Commercial Coin Laundry Systems*, 375 Ill. App. 3d at 33. And so, it is unreasonable to require these Iowa defendants to litigate this matter in Illinois. See *Higgins*, 2024 IL App (4th) 231531, ¶ 23. Storm cannot haul defendants into an Illinois court simply because it has an Illinois office where it did prep work for an Iowa contract and business transaction to repair an Iowa home owned by Iowa residents. The trial court erred in finding otherwise.

¶ 40 III. CONCLUSION

¶ 41 For the reasons stated, we reverse the trial court's judgment.

¶ 42 Reversed.