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FIFTH DIVISION  
March 30, 2012

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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JEFFREY SIEGEL, Administrator of the	)	Appeal from the
Estate of MOUSTAPHA AKKAD, Deceased;	)	Circuit Court of
SOOHA AKKAD, Individually; SUSAN	)	Cook County.
GITELSON, Special Administrator of	)	
the Estate of RIMA AKKAD MONLA,	)	
Deceased; and MICHAEL F. BUTLER,	)	
	)	
Plaintiffs-Appellants,	)	
	)	
v.	)	No. 07 L 9489
	)	
HYATT INTERNATIONAL (EUROPE, AFRICA,	)	Honorable
MIDDLE EAST) LLC, a corporation,	)	Lynn M. Egan,
and AMMAN TOURISM INVESTMENT CO., LTD.,	)	Judge Presiding.
	)	
Defendants-Appellees.	)	

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JUSTICE HOWSE delivered the judgment of the court.  
Justices Joseph Gordon and McBride concurred in the judgment.

ORDER

¶ 1 Held: Defendants do not have the necessary "minimum

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contacts" with Illinois under the state and United States constitutions to allow the state court to assert jurisdiction over a matter that occurred in Amman, Jordan.

¶ 2 Plaintiffs Jeffrey Siegel, administrator of the estate of Moustapha Akkad, deceased; Sooha Akkad, individually; Susan Gitelson, special administrator of the estate of Rima Akkad Monla, deceased; and Michael Butler, appeal from a circuit court order dismissing their complaint for lack of jurisdiction against the defendants Hyatt International (Europe, Africa, Middle East) LLC (Hyatt (EAME)), and Amman Tourism Investment Co., Ltd. (ATIC). For the reasons set forth below, we affirm the decision of the circuit court.

¶ 3 BACKGROUND

¶ 4 Plaintiffs Jeffrey Siegel, administrator of the estate of Moustapha Akkad, deceased, and Sooha Akkad, filed a complaint for wrongful death and negligence in the circuit court on September 10, 2007, against defendants Global Hyatt Corporation and Hyatt International Corporation. In the complaint, plaintiffs allege Moustapha Akkad was killed and Sooha Akkad was severely injured when a suicide bomber set off an explosive at the Grand Hyatt Amman, in Jordan, where the Akkads were registered guests on November 9, 2005.

¶ 5 The defendants moved to dismiss the complaint on the grounds that neither Global Hyatt nor Hyatt International owned,

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operated, or managed the hotel.

¶ 6 On November 8, 2007, plaintiffs filed a 10-count amended complaint, adding two additional plaintiffs and nine additional defendants. Additional plaintiffs are Susan Gitelson, special administrator of the estate of Rima Akkad Monla, deceased, and Michael Butler. Additional defendants are H Group Holding, Inc., Hyatt Corporation, Hyatt Hotels Corporation, Hyatt International (Europe Africa Middle East) LLC (Hyatt (EAME)), AIC Holding Co., Hyatt International Holdings Co., HI Holdings Luxemburg, Zara Investment (Holding) Co., and Amman Tourism Investment Company, Ltd. (ATIC).

¶ 7 In the amended complaint, plaintiffs Seigel and Gitelson allege the defendants were negligent under the Illinois Wrongful Death Act (740 ILCS 180/1 et. seq. (West 2006)). The plaintiffs allege Hyatt (EAME) managed and provided security to the Grand Hyatt Amman through an agreement with ATIC, the owners of the hotel. The management agreement between Hyatt (EAME) and ATIC was signed in Switzerland and expressly provides that its terms are governed under the laws of England. The plaintiffs allege Hyatt (EAME) and ATIC failed to provide adequate security at the Grand Hyatt Amman resulting in the deaths of Moustapha Akkad and Rima Akkad Monla, and injuries to Sooha Akkad and Michael Butler. All four were registered guests at the hotel at

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the time of the suicide bomber's attack.

¶ 8 The record shows that Hyatt (EAME) is a Swiss corporation with its principal place of business in Switzerland. Hyatt (EAME) is a subsidiary of HI Holdings Luxembourg (HIH Luxembourg), which owns all of the interest in Hyatt (EAME). HIH Luxembourg is a subsidiary of Hyatt International Holdings Co., which in turn is a subsidiary of Hyatt International, a Delaware corporation with its principal place of business in Chicago.

¶ 9 Hyatt (EAME) provides management services to hotels in Europe, Africa and the Middle East. It does not have any clients in Illinois or North America. Hyatt International has contracted with Hyatt (EAME) to provide administrative services, logistical support and to sublicense the Hyatt trade name. Hyatt International maintains the website hyatt.com in Chicago. This website lists the Grand Hyatt Amman in its listings of hotels and allows visitors to the site to make reservations at the hotel. Plaintiffs consulted this website to make their reservations at the Grand Hyatt Amman.

¶ 10 ATIC is a Jordanian corporation with its principal place of business in Amman, Jordan. Hyatt (EAME) and ATIC are not registered to do business in Illinois and neither company transacts any business in Illinois. Also, both companies do not maintain offices, employees, bank accounts or any assets in

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Illinois.

¶ 11 The defendants filed a combined section 2-615 (735 ILCS 5/2-615 (West 2010)) and section 2-619 (735 ILCS 5/2-619 (West 2010)) motion to dismiss on July 10, 2008, claiming the court lacks jurisdiction and *forum non conveniens*. The trial court granted defendants' motion to dismiss. The plaintiffs filed a motion to reconsider, which was denied.

¶ 12 The plaintiffs filed this timely appeal of the trial court's order granting the defendants' motion to dismiss in respect to just two defendants, Hyatt (EAME) and ATIC.

¶ 13 ANALYSIS

¶ 14 The plaintiff bears the burden of establishing a *prima facie* case for the exercise of personal jurisdiction over an out-of-state defendant. *Rosier v. Cascade Mountain, Inc.*, 367 Ill. App. 3d 559, 561 (2006). However, uncontradicted evidence may overcome the *prima facie* case and defeat jurisdiction. *Old Orchard Urban Limited Partnership v. Harry Rosen, Inc.*, 389 Ill. App. 3d 58, 64 (2009). When a trial court determines jurisdiction solely on the basis of documentary evidence and hears no courtroom testimony, we review the issue of jurisdiction *de novo*. *Crum & Forster Specialty Insurance Co. v. Extended Stay America, Inc.*, 375 Ill. App. 3d 654, 660 (2007).

¶ 15 There are two types of personal jurisdiction, general

and specific. Under specific jurisdiction, a state has jurisdiction over those causes of action that arise out of transactions that take place within the state. *Old Orchard Urban Limited Partnership v. Harry Rosen, Inc.*, 389 Ill. App. 3d 58, 65 (2009). General jurisdiction can be found for causes of action that arise out of transactions not related to the forum state when a defendant has continuous and systematic general business contacts with the forum. *Compass Environmental, Inc. v. Polu Kai Services, LLC*, 379 Ill. App. 3d 549, 558 (2008).

¶ 16 In the instant case, the cause of action arose out of an incident that occurred outside of Illinois, thus, our determination concerns general jurisdiction. Under the Illinois long-arm statute, an Illinois court may assert general jurisdiction over a nonresident defendant corporation if the nonresident defendant corporation is "doing business" within the state or on any other basis permitted by the Illinois Constitution and the United States Constitution. 735 ILCS 5/2-209(b)(4) and 2-209(c) (West 2010)); *Morecambe Maritime, Inc. v. National Bank of Greece*, 354 Ill. App. 3d 707, 711 (2004).

¶ 17 "Doing business" is defined as conducting business of such a character and to such an extent as to warrant the inference that the corporation has purposefully availed itself of the jurisdiction and laws of Illinois. *Morecambe Maritime*, 354

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Ill. App. 3d at 711. A corporation's activities need to be consistent and permanent, not sporadic or casual. *Id.* Whether or not a corporation is doing business in Illinois varies based upon the facts of each case, with the focus on the corporation's contacts purposely directed toward Illinois. *Id.*

¶ 18 Illinois courts have found that foreign corporations are "doing business" in Illinois when they maintain offices or engage in sales activities in Illinois. *Reimer v. KSL Recreation Corp.*, 348 Ill. App. 3d 26, 36 (2004)(citing *Huck v. Northern Indiana Public Service Co.*, 117 Ill. App. 3d 837, 840 (1983)). Mere advertisement, even through the Internet, participation in trade shows, or solicitation by an employee or agent who lacks authority to do more have not been enough to sustain personal jurisdiction in Illinois. *Id.*

¶ 19 The plaintiffs claim Hyatt (EAME) is "doing business" in Illinois and in support of this claim cite *Haubner v. Abercrombie & Kent International, Inc.*, 351 Ill. App. 3d 112 (2004). In *Haubner*, the decedents were murdered by rebels while vacationing at the Gorilla Forest Camp in Uganda. The representatives of the decedents' estates filed a wrongful death and survival lawsuit in Cook County against the owners of the camp, consisting of several foreign and Illinois corporations. Relevant defendants are Abercrombie & Kent International, Inc.,

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whom maintain offices in Oak Brook, Illinois, and Abercrombie & Kent Uganda (A & K Uganda), a foreign corporation. *Haubner*, 351 Ill. App. 3d at 113.

¶ 20 A & K Uganda, along with several other foreign defendants, filed a motion to quash service of the amended complaint and summons, arguing that the circuit court lacked *in personam* jurisdiction. The motion was granted by the circuit court. *Id.* at 117.

¶ 21 On appeal, we found that A & K Uganda was "doing business" in Illinois because in the normal course of its business of providing tours, its employees communicated with employees from A & K International regarding various tours offered by both corporations in Africa, the general manager of A & K Uganda visited the offices on A & K International on one occasion, A & K Uganda derived 30% of its revenue from business it conducted with A & K International in Illinois, and A & K International issued a refund to one individual on behalf of A & K Uganda. *Id.* at 119-20.

¶ 22 Here, the plaintiffs claim Hyatt (EAME)'s contacts in Illinois with its parent company, Hyatt International, surpass the contacts of A & K Uganda in *Haubner*, because Hyatt (EAME) continuously advertises its hotels to Illinois residents through a website hosted and controlled by Hyatt International in



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Illinois, and it continuously accesses and utilizes corporate documents, operating standards and policies and procedures created and updated by Hyatt International in Illinois on Hyatt International's local area network. The plaintiffs claim Hyatt International and its affiliates market and promote the Hyatt brand and group of companies as one whole, and Hyatt (EAME) employees travel to Illinois 8 to 10 times a year, Hyatt (EAME) communicates by email, telephone and shared local area network with Hyatt International, Hyatt (EAME) derives nearly 100% of its profit from its relationship with Hyatt International, and Hyatt (EAME) would not derive any revenue without the assistance it receives from Hyatt International.

¶ 23 In addition, the plaintiffs claim Hyatt International's "Gold Passport" program eclipses the one refund offered by the Illinois corporation on behalf of A & K Uganda in *Haubner*. The "Gold Passport" program allows Hyatt customers within Illinois to earn points by staying at Hyatt hotels which are redeemable for free stays at hotels owned or operated by any Hyatt entity in Illinois or the United States. Conversely, Illinois customers can also earn points by staying at Hyatt owned or operated hotels in Illinois or the United States redeemable for free stays at Hyatt hotels around the world.

¶ 24 The plaintiffs claims here are not persuasive. There

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is no evidence Hyatt (EAME) jointly conducts its business with Hyatt International to the same extent as the companies in *Haubner*. Rather, the record shows that Hyatt (EAME) is a management company and contracted in Switzerland with ATIC for management services of the Hyatt Amman in Jordan. There is no evidence that Hyatt International participated in the management services Hyatt (EAME) provided to ATIC in Jordan other than producing a standard set of guidelines.

¶ 25 In respect to advertisement of hotels by Hyatt International, the record shows that Hyatt (EAME) does not own any hotels, thus, such advertisement is not applicable to Hyatt (EAME). Even if Hyatt (EAME) did own hotels, Internet advertising is not a factor we use to determine whether a defendant is "doing business" in Illinois. *Reimer*, 348 Ill. App. 3d at 36 (citing *Huck v. Northern Indiana Public Service Co.*, 117 Ill. App. 3d 837, 840 (1983)).

¶ 26 On the issue of revenue, testimony from Tony Morales, Hyatt (EAME)'s vice president of finance, that Hyatt (EAME) generates 90 to 95 percent of its revenues from its management agreements with international hotel owners, contradicts plaintiffs claim that Hyatt (EAME) derives 100% of its income from its relationship with Hyatt International.

¶ 27 On the issue of travel, we recognize that in

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formulating its determination that A & K Uganda was "doing business" in Illinois, the court in *Haubner* weighed the fact that the general manager from A & K Uganda traveled to Chicago. However, in the instant case, unlike *Haubner*, Hyatt (EAME)'s contacts with Illinois are much more casual than A & K Uganda, therefore, we cannot say the fact alone that Hyatt (EAME) employees travel to Chicago can be used as a basis for finding Hyatt (EAME) is "doing business" in Illinois.

¶ 28 Further distinguishing the instant case from *Haubner* is the lack of evidence that Hyatt International issued any sort of refund on behalf of Hyatt (EAME). The plaintiffs claim that Hyatt International's "Gold Passport" program operates in a similar manner as a refund. We disagree. The record shows that Hyatt (EAME) is a management company which does not own any hotels and does not cater to travelers, thus, it does not receive any benefit from the "Gold Passport" program.

¶ 29 As a result, we cannot say that Hyatt (EAME) is "doing business" in Illinois under a *Haubner* analysis.

¶ 30 Next, the plaintiffs claim that Hyatt (EAME)'s contacts with Illinois surpass those of the defendant in *Gaidar v. Tippecanoe Distribution Service*, 299 Ill. App. 3d 1034 (1998). We disagree. The defendant in *Gaidar*, a trucking company, contracted with clients in Illinois, made regular delivery trips

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to many Illinois communities, and earned \$257,000 annually from its business in Illinois. *Id.* at 1043. In the instant case, unlike *Gaidar*, Hyatt (EAME) has no clients in Illinois, its employees make about eight trips to Illinois a year, and Hyatt (EAME) earns no income from business in Illinois. As a result, we cannot say Hyatt (EAME)'s contacts with Illinois surpass those of the defendant in *Gaidar*.

¶ 31 In another case, the plaintiffs claim Hyatt (EAME) is doing business by, through and for Hyatt International in much the same manner as the defendant's subsidiary corporation in *Maunder v. DeHavilland Aircraft of Canada, Ltd.*, 102 Ill. 2d 342 (1984). In that case, our supreme court found that DeHavilland Aircraft of Canada, Ltd., created a subsidiary in the United States, based in Illinois, for the sole purpose of acting as a supply depot for the parent corporation and, therefore, the parent was subject to jurisdiction in Illinois. *Id.* at 353-354. In the instant case, unlike *Maunder*, there is no evidence Hyatt (EAME) was created for the sole purpose of acting as a supply depot for Hyatt International in Illinois or that any similar relationship exists. The record shows that Hyatt (EAME) conducts a hotel management business in Europe, Africa, and the Middle East, largely independent of Hyatt International. Further, in *Maunder*, the subsidiary's corporate manual expressly stated that

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it is controlled by the parent company and operates under the authority of the parent's vice president of sales. *Id.* at 347. In the instant case, there is no evidence Hyatt (EAME) possesses and follows a similar manual declaring that it is controlled by Hyatt International and operates under the authority of a Hyatt International executive. Also, unlike *Maunder*, we cannot say there is evidence that Hyatt International continuously conducts business in Illinois on behalf of Hyatt (EAME), as the plaintiffs suggest.

¶ 32       Next, plaintiffs claim *Frummer v. Hilton Hotels International, Inc.*, 19 N.Y. 2d 533 (1967), supports their argument that Hyatt (EAME) is "doing business" in Illinois. In *Frummer*, a New York appellate court held jurisdiction could be exercised over a foreign corporation for an accident that occurred in London hotel because the Hilton reservation service, which made and accepted reservations for the London Hilton where the injury occurred, maintained an office, telephone number and bank account in New York. *Id.* at 537-38. Illinois courts have not followed this decision, and, to the contrary, have specifically held that making a reservation on a website is akin to dialing a 800 number and does not confer general jurisdiction. See *Forrester v. Seven Steventeen HB St. Louis Redevelopment Corp.*, 336 Ill. App. 3d 572, 581 (2002).

¶ 33 In respect to ATIC, the plaintiffs admit that its contacts with Illinois are limited. However, the plaintiffs claim that the management agreement between Hyatt (EAME) and ATIC is evidence of a sufficient contact with Illinois that allows the state to assert personal jurisdiction. We disagree. We cannot say there is anything in the contract that creates sufficient contacts between ATIC and the State of Illinois.

¶ 34 As a result, we cannot say either Hyatt (EAME) or ATIC are conducting business in Illinois of such a character and to such an extent as to warrant the inference that the corporations have purposefully availed themselves of the jurisdiction and laws of Illinois. *Morecambe Maritime*, 354 Ill. App. 3d at 711.

¶ 35 We next address whether personal jurisdiction may be asserted on any other basis under the Illinois Constitution and the United States Constitution. 735 ILCS 5/2-209© (West 2010). A state's power to assert jurisdiction over a nonresident defendant is limited by the fourteenth amendment's due process clause of the United States Constitution. *Morecambe Maritime*, 354 Ill. App. 3d at 714. To satisfy federal due process requirements, a nonresident defendant must have sufficient minimum contacts with the forum state so the exercise of jurisdiction does not offend "traditional notions of fair play and substantial justice. [Citation.]" *International Shoe Co. v. Washington*, 326 U.S. 310,

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316 (1945). The minimum contacts relevant to this determination must involve some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum state, thus, invoking the benefits and protections of its laws. *Id.* at 319.

¶ 36 This "purposeful availment" requirement ensures that a defendant will not be haled into a jurisdiction solely as a result of "random," "fortuitous," or "attenuated" contacts, [Citation], or of the "unilateral activity of another party or third person." *Burger King Corporation v. Rudzewicz*, 471 U.S. 462, 475 (1985) (citing *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 417 (1984)). A corporate defendant purposefully avails itself to the forum state when its conduct and connection with the forum state are such that it should reasonably anticipate being haled into court there. *World-wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980).

¶ 37 As we touched upon in our analysis under the "doing business" standard, the type of jurisdiction at issue here is general jurisdiction. A court may assert general jurisdiction over foreign corporations to hear any and all claims against them when their affiliations with the state are so "continuous and systematic" as to render them essentially at home in the forum state. *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 131 S.

Ct. 2846 (2011)(quoting *International Shoe*, 326 U.S. at 317).

¶ 38 The plaintiffs claim the following is a list of contacts between Hyatt (EAME) and Illinois: having members of the company in Illinois, sending its employees to Illinois, benefitting from a web-presence and global marketing scheme coordinated in Illinois, utilizing a computer network centered in Illinois, pervasively communicating with people and entities in Illinois, advertising and marketing in Illinois, deriving revenue from Illinois, sending to Illinois and receiving from Illinois millions of dollars a month, and relying upon Illinois affiliates to dictate every facet of its management of hotels, including security. Hyatt (EAME), however, disputes these "contacts." Though, even if these "contacts" were not in dispute, we cannot say they are the type of significant contacts with Illinois in which a corporation would reasonably anticipate being haled into Illinois state court. *World-wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980).

¶ 39 We find *Goodyear* instructive. In that case, the United States Supreme Court recently reaffirmed that the "canonical opinion in this area remains *International Shoe*." *Goodyear*, 131 S. Ct. at 2853. In only two decisions postdating *International Shoe* has the Supreme Court considered whether an out-of-state corporate defendant's in-state contacts were sufficiently



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"continuous and systematic" to justify the exercise of general jurisdiction over claims unrelated to those contacts. *Id.*

(citing *Perkins v. Benguet Consolidated Mining Co.*, 342 U.S. 437 (1952) and *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408 (1984)).

¶ 40 In *Perkins*, the Supreme Court held that a Philippine mining company had sufficient continuous and systematic contacts with Ohio to satisfy federal due process requirements allowing Ohio courts to assert jurisdiction over the corporation in a lawsuit unrelated to its activities in Ohio. *Perkins*, 342 U.S. at 447-48. The mining company's contacts with Ohio included, in part, the president of the company living and maintaining an office there while the company ceased operations in the Philippines during the Japanese occupation of the Philippine Islands in World War II. *Id.* at 447. The president drew and distributed salary checks on behalf of the company in Ohio, and used and maintained bank accounts for the company in Ohio, with two accounts carrying substantial balances. A bank in Ohio acted as a transfer agent for the stock of the company. Several directors' meetings were held at the president's office or home in Ohio. Also, the president supervised, from his Ohio office, policies dealing with the corporate properties in the Philippines after the war ended. *Id.* at 448.

¶ 41 In the instant case, unlike *Perkins*, the head of Hyatt (EAME) or the head of ATIC does not live, maintain an office, or distribute salary checks in Illinois. The head of Hyatt (EAME) or ATIC, unlike *Perkins*, does not maintain bank accounts or use Illinois banks for financial matters or hold directors meetings in Illinois. There is also no evidence that an executive from Hyatt (EAME) administers the company's management agreements with foreign hotels from Illinois. Therefore, under a *Perkins* analysis, we cannot say Hyatt (EAME) or ATIC have sufficient and continuous contacts with Illinois to render jurisdiction proper. *Id.*

¶ 42 In *Helicopteros*, the supreme court found that a Columbian corporation did not have sufficient contacts with Texas for that state to assert general jurisdiction over the company in a wrongful death lawsuit arising out of a helicopter crash in Peru. *Helicopteros*, 466 U.S. at 415-416. The court found that the following contacts did not constitute continuous and systematic business contacts: the head of the corporation met with the decedents' employers in Texas, the corporation purchased helicopters from a Texas company, sent pilots, management and maintenance personnel to Texas for training, and accepted checks drawn on a Texas bank. *Id.* at 410-12.

¶ 43 In the instant case, Hyatt (EAME)'s contacts with

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Illinois are less significant than those in *Helicopteros*. Here, Hyatt (EAME) employees visited Illinois 8 to 10 times, communicated with Illinois by email and telephone, and accessed documents from an internet website based in Illinois. The plaintiffs claim that the fact that Hyatt (EAME) has its liability insurance brokered and paid for by Hyatt International is a significant contact. We disagree and find this contact akin to the purchase of helicopters from a Texas company, a contact the Supreme Court found insignificant in *Helicopteros*.

¶ 44 Also contrary to plaintiffs' claim, we cannot say that the fact that administrators from the Grand Hyatt Amman attended a Hyatt general managers meeting in Chicago is any more significant than the facts in *Helicopteros* where the foreign corporation sent key personnel to Texas for training.

¶ 45 Moreover, unlike *Helicopteros*, the contract between Hyatt (EAME) and ATIC was not negotiated in Illinois, no goods were purchased in Illinois, and a minimal amount of employees visited Illinois. Therefore, under a *Helicopteros* analysis, we cannot say Hyatt (EAME) and ATIC have sufficient contacts with Illinois to warrant the assertion of jurisdiction by the state.

¶ 46 In *Goodyear*, the decedents, residents of North Carolina, died in a bus accident in Paris. *Goodyear*, 131 S. Ct. at 2850. The plaintiffs claim the accident occurred because of

defective tires manufactured by a foreign subsidiary of the Goodyear Tire and Rubber Company in Turkey. *Id.* The North Carolina Court of Appeals found it could assert jurisdiction over the foreign corporation because some of the tires it manufactured reached North Carolina through "the stream of commerce." *Id.* at 2851. The United States Supreme Court held that "a connection so limited between the forum and the foreign corporation \*\*\* is an inadequate basis for the exercise of general jurisdiction." *Id.*

¶ 47 The plaintiffs here, however, maintain that Hyatt (EAME)'s contacts with Illinois demonstrate a substantial connection with Illinois. The plaintiffs note that Hyatt (EAME) hires another Hyatt International subsidiary, based in Illinois, to evaluate its hotels regarding security issues. However, the only evidence in the record regarding this relationship are a few pages in Hyatt International's policy manual requiring the use of the subsidiary to evaluate security. The record is silent as to whether Hyatt (EAME) actually contracted with this subsidiary and whether the subsidiary performed any services for Hyatt (EAME). Assuming, *arguendo*, that such a relationship exists, we cannot say that this contact is as significant a contact as those in *Perkins*, rather, the significance is more along the lines of *Helicopteros* and *Goodyear*, where the court found jurisdiction improper.

¶ 48       Next, the plaintiffs claim that Hyatt (EAME) has personally availed itself to the jurisdiction of Illinois by entering into licensing agreements with Hyatt International, requiring it to send regular payments to Hyatt International in Illinois. However, in *Helicopteros*, the defendant helicopter company purchased 80 percent of its fleet of helicopters in Texas and the Supreme Court did not find this contact significant for the assertion of personal jurisdiction, thus, we cannot say that Hyatt (EAME)'s licensing agreements with Hyatt International are of the significance the Supreme Court requires for the exercise of personal jurisdiction.

¶ 49       In determining that the defendant did not have significant minimum contacts with Texas, the court in *Helicopteros* noted that the defendant was never authorized to do business in Texas, never had an agent for the service of process within the state, never performed helicopter operations in Texas, sold any product that reached Texas, never solicited business in Texas, never owned real or personal property in Texas, and never maintained or established an office in Texas.

¶ 50       The same can be said for both Hyatt (EAME) and ATIC. Neither company has ever been authorized to do business in Illinois, neither has had an agent for service of process within the state, neither sold any product that reached Illinois,

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neither solicited business in Illinois, neither owned real or personal property in Illinois, and neither company maintained or established an office in Illinois.

¶ 51 Like the defendants in *Helicopteros* and *Goodyear*, the connections of Hyatt (EAME) and ATIC with Illinois are a limited connection between the forum and the foreign corporations resulting in an inadequate basis for the exercise of general jurisdiction.

¶ 52 Next, the plaintiffs claim jurisdiction is proper because Hyatt (EAME) has a "virtual presence" in Illinois, much like the defendant in *uBID, Inc. v. GoDaddy Group, Inc.*, 623 F. 3d 421 (2010). We disagree.

¶ 53 In that case, uBID, an Illinois company, filed suit in Illinois against GoDaddy, an Arizona company, for alleged violations of the federal Anti-Cybersquatting Consumer Protection Act (15 U.S.C. § 1125(d) (West 2008)). *uBid, Inc.*, 623 F. 3d at 423. The 7<sup>th</sup> Circuit found specific jurisdiction was proper because: "GoDaddy has thoroughly, deliberately, and successfully exploited the Illinois market. GoDaddy has aired many television advertisements on national networks, including six straight years of Super Bowl ads. It has engaged in extensive venue advertising and celebrity and sports sponsorships. All of this marketing has successfully reached Illinois consumers, who have flocked to

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GoDaddy by the hundreds of thousands and have sent many millions of dollars to the company each year. These contacts establish GoDaddy's minimum contacts with the state for claims sufficiently related to those contacts." *Id.* at 427.

¶ 54 In the instant case, unlike *uBid*, the question before this court is whether Illinois may assert general jurisdiction over the defendants, not specific jurisdiction, because the cause of action here did not arise out of the defendants contacts with Illinois.

¶ 55 Furthermore, in *uBid*, the evidence showed GoDaddy undertook an extensive marketing campaign in Illinois with major national advertisement and billboards locally at Illinois sporting events. The evidence in *uBid* showed that GoDaddy earned millions of dollars from Illinois customers and two Illinois customers were allegedly executing the type of cybersquatting at issue in *uBid*'s complaint. Here, unlike *uBid*, neither Hyatt (EAME) nor ATIC have embarked on a major advertising campaign in Illinois. We cannot impute Hyatt International's advertising campaign to Hyatt (EAME) because it does not own any hotels or seek business in North America. While ATIC may receive some benefit from Hyatt International's advertising, ATIC itself is not engaged in advertising its hotel to Illinois residents in the same manner GoDaddy advertised its domain registration services

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to Illinois consumers. There is no evidence ATIC has profited greatly as a result of any advertising in Illinois. Also, unlike *uBid*, neither Hyatt (EAME) nor ATIC have any Illinois customers that participated in any manner in the events that gave rise to the cause of action. Therefore, we cannot say *uBid* supports the plaintiffs' claim for jurisdiction.

¶ 56 Next, plaintiffs cite the federal district court case of *Spinozzi v. ITT Sheraton Corp.*, 1994 WL 559110 (1994), in support of their claim that Hyatt International's advertising campaign is a significant contact for the defendants with Illinois. In *Spinozzi*, the Northern District found that jurisdiction in Illinois was proper over a Mexican resort because the resort advertised in Illinois and the Illinois plaintiff relied on a brochure it received from the defendant in deciding to vacation at the resort. *Id.* at 5. Here, unlike *Spinozzi*, none of the plaintiffs are from Illinois, none of the plaintiffs received a brochure in Illinois from the Grand Hyatt Amman or used a brochure in their decision to stay at the Grand Hyatt Amman. Therefore, we cannot say *Spinozzi* supports the plaintiffs claim that Hyatt International's advertising campaign is a significant contact for the defendants in Illinois.

¶ 57 Next, the plaintiffs claim that Illinois' exercise of jurisdiction over Hyatt (EAME) promotes fair play and substantial



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justice (*International Shoe Co.*, 326 U.S. at 316) because the licensing agreements between Hyatt (EAME) and Hyatt International, along with use of hyatt.com, are subject to Illinois law.

¶ 58 In determining whether the exercise of jurisdiction is reasonable, a court must consider the burden on the defendant, the interests of the forum state, and the interests of other nations. *Asahi Metal Industry Co., Ltd. v. Superior Court of California*, 480 U.S. 102, 113-14 (1987).

¶ 59 The burden on the defendants here is heavy because neither have significant contacts with Illinois. Hyatt (EAME) would be required to travel from Switzerland to Illinois while ATIC would be required to travel from Jordan to Illinois to defend this lawsuit. The plaintiffs claim there is no burden on Hyatt (EAME) because their attorneys are in Illinois. However, there is no evidence that any of the witnesses are in Illinois or even in North America.

¶ 60 Because none of the plaintiffs are Illinois residents and the fact that the cause of action arose in Jordan, Illinois' legitimate interests in the dispute is considerably diminished. Furthermore, the Supreme Court warns in *Asahi* that "[g]reat care and reserve should be exercised when extending our notions of personal jurisdiction into the international field." *Asahi Metal*

*Industry Co., Ltd.*, 480 U.S. at 115 (quoting *United States v. First National City Bank*, 379 U.S. 378, 404 (1965)). Here, Jordan has a significant interest in a cause of action arising out of a suicide bombing in that country where dozens of Jordanian citizens were seriously injured. We cannot say Illinois shares the same interest when the cause of action arose in Jordan, none of the witnesses or defendants are in Illinois, and the defendants do not maintain significant contacts with Illinois.

¶ 61 Thus, because of the heavy burden on the alien defendants, the slight interest of State of Illinois, and the international context, we cannot say the exercise of personal jurisdiction by an Illinois court over Hyatt (EAME) and ATIC in this instance would be reasonable and fair.

¶ 62 Lastly, we are not persuaded by the plaintiffs claim that the cause of action arose from the defendants' dealings in Illinois, pursuant to section 2-209(f) of the Illinois Code of Civil Procedure (735 ILCS 5/2-209(f) (West 2010)).

¶ 63 Where jurisdiction is predicated upon section 2-209(a), only causes of action arising from the enumerated acts may be asserted against a non-resident defendant. *Alderson v. Southern Company*, 321 Ill. App. 3d 832, 847 (2001)(citing 735 ILCS 5/2-209(f) (West 1998)). The plaintiffs claim their cause of action

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arose from their use of hyatt.com to make reservations, from Michael Butler's use of the Hyatt Gold Passport program, and from Hyatt (EAME)'s use of Hyatt International's guidelines in its management services.

¶ 64        The purpose of the statutory phrase "arising from" is to ensure that there is a close relationship between a cause of action against a nonresident defendant and its jurisdictional activities. *Alderson*, 321 Ill. App. 847. A plaintiff's claim must be one that lies in the wake of commercial activities by which the defendant submitted to the jurisdiction of Illinois. *Id.*

¶ 65        We cannot say the plaintiffs' cause of action arose from any of the defendants' contracts or transactions in Illinois. Plaintiffs injuries did not arise from the Hyatt website, its Gold Passport program, or any agreement Hyatt (EAME) entered into with an Illinois company. Instead, the plaintiffs injuries arose from the operation of the Grand Hyatt Amman hotel in Jordan. The management contract between ATIC and Hyatt (EAME) was signed in Switzerland and performed in Jordan. We also cannot say that the use of Hyatt International's management guidelines by Hyatt (EAME) in Jordan, is one that lies in the wake of commercial activities by which the defendant submitted to the jurisdiction of Illinois. *Id.* Therefore, we cannot say

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section 2-209(f) of the Code is applicable to the instant case.

¶ 66

CONCLUSION

¶ 67 For the foregoing reasons, we affirm the judgment of the trial court.

¶ 68 Affirmed.