

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
ILLINOIS, SPRINGFIELD DIVISION

Arena Food Service, Inc., Angelo Yannone, Anthony Yannone, Anna
Yanone, Jill Bonnette, Shaun Moore, and Sherri Madonia v. The
Estate of Linda Yannone and Brian McNamara, in his capacity as the
Personal Representative of the Estate

Arena Food Service · No. 25-cv-3311 · Decided January 16, 2026

SUMMARY

The United States District Court for the Central District of Illinois denied Defendants’ motion to transfer the action to the Middle District of Florida. The court held that venue was proper in the Central District of Illinois because a substantial part of the events underlying the dispute over Arena Food Service’s shareholders’ agreement occurred there. The court also concluded that Defendants had not shown that convenience and the interests of justice warranted transfer under 28 U.S.C. § 1404(a).

CASE DETAILS

COURT	United States District Court for the Central District of Illinois, Springfield Division
WRITING FOR THE COURT	Colleen R. Lawless
JURISDICTION	United States District Court for the Central District of Illinois, Springfield Division
DECIDED	January 16, 2026
DOCKET	25-cv-3311
DISPOSITION	denied
PROCEDURAL POSTURE	Defendants moved to transfer venue from the Central District of Illinois to the Middle District of Florida under 28 U.S.C. §§ 1404(a) and 1406(a), after removal from Illinois state court and amendment of the complaint.
STANDARD OF REVIEW	A transfer motion under 28 U.S.C. § 1404(a) is committed to the district court's discretion and is evaluated through an individualized, case-by-case assessment of convenience and fairness, including the convenience of the parties and witnesses and the interests of justice.

	Venue under § 1391(b)(2) turns on whether a substantial part of the events or omissions giving rise to the claim occurred in the district.
PRECEDENTIAL VALUE	Unknown
PARTIES	The Estate of Linda Yannone, Brian McNamara, in his capacity as the Personal Representative of the Estate v. Arena Food Service, Inc., Angelo Yannone, Anthony Yannone, Anna Yanone, Jill Bonnette, Shaun Moore, Sherri Madonia

TOPICS

venue civil procedure contract interpretation specific performance probate

PRACTICE AREAS

civil procedure venue contracts commercial litigation probate

QUESTIONS PRESENTED

1. Whether venue was proper in the Central District of Illinois under 28 U.S.C. § 1391(b)(2).
2. Whether the action should be dismissed or transferred under 28 U.S.C. § 1406(a) because venue was allegedly improper.
3. Whether convenience of the parties and witnesses and the interests of justice required transfer to the Middle District of Florida under 28 U.S.C. § 1404(a).
4. Whether the Shareholders' Agreement's Sangamon County forum-selection clause was binding on all parties.

HOLDINGS

1. Venue was proper in the Central District of Illinois because a substantial part of the events or omissions giving rise to the claims occurred there.
2. Section 1406(a) did not apply because venue in the Central District of Illinois was proper.
3. Transfer was not warranted because defendants failed to show that the convenience of the parties and witnesses and the interests of justice required transfer.
4. The forum-selection clause was not binding in this action because it applied only to some of the parties, but it remained relevant and supported the conclusion that material events occurred in the Central District of Illinois.

KEY QUOTATIONS

“For the convenience of the parties and witnesses, in the interest of justice, a district may transfer any civil action to any other district or division where it might have been brought or to any district or division to which all parties have consented.” (2)

“Because a “substantial part of the events or omissions giving rise to the claim occurred” in this judicial district, the Court concludes that venue is proper under § 1391(b)(2).” (4)

“Defendants have not shown that “the convenience of parties and witnesses” and “interest of justice” require a change of venue under § 1404(a).” (6)

FACTUAL BACKGROUND

The dispute concerns 258 shares of Arena Food Service stock owned by Linda Yannone when she died on or about December 28, 2024. Arena's Shareholders' Agreement provides that, upon a shareholder's death, the remaining shareholders have an opportunity to purchase the deceased shareholder's shares at a value determined under the agreement. The agreement was executed in Springfield, Illinois, Arena's headquarters are located there, and the accounting firm that valued the shares is located in the Central District of Illinois. The Estate and its personal representative allegedly refused to sell the shares under the agreement.

PROCEDURAL HISTORY

Arena Food Service initially filed an action for declaratory judgment and other relief in the Circuit Court for the Seventh Judicial Circuit, Sangamon County, Illinois. Defendants removed the action to the Central District of Illinois and moved to transfer venue to the Middle District of Florida. After the court allowed an amended complaint adding individual shareholders and Brian McNamara in his representative capacity, the court denied the motion to transfer, concluding that venue was proper in Illinois and that transfer was not warranted under § 1404(a).

DISPOSITION

denied

CASES CITED

- Stewart Organization, Inc. v. Ricoh Corp., 487 U.S. 22, 29 (1988)
- Research Automation, Inc. v. Schrader-Bridgeport International, Inc., 626 F.3d 973, 978 (7th Cir. 2010)
- Roberts & Schaefer Co. v. Merit Contracting, Inc., 99 F.3d 248, 254 (7th Cir. 1996)