

STATE OF MICHIGAN
SIXTEENTH JUDICIAL CIRCUIT COURT

SLIPGRIP CAR MOUNTS, LLC
and YOUSEF KAWAR,

Plaintiff,

Case No. 2024-004117-CB

vs.

JASON ANGLIN, JASON ANGLIN AGENCY,
COMMERCIAL INSURANCE GROUP, LLC,
UNITED SPECIALTY INSURANCE COMPANY,
DYLEN WILFANG, and ACCESS ONE EIGHTY,
formerly BIGFOOT,

Defendants.

OPINION AND ORDER

Defendant One80 Intermediaries, Inc. (“Defendant One80”) has filed a motion for summary disposition pursuant to MCR 2.116(C)(8) and (10).¹ Defendant One80, Defendant Commercial Insurance Group, LLC, and Defendant Access One Eighty, formerly Bigfoot, will be collectively referred to as “the One80 Defendants.” Plaintiffs SlipGrip Car Mounts LLC and Yousef Kavar (“Plaintiffs”) have filed a response in opposition to the motion. Defendant One80 filed a reply.

¹ One80 Intermediaries, Inc.’s motion contains the following statement regarding the identification of the Parties (see One80 Intermediaries, Inc.’s Motion, p. 6).

¹ Plaintiffs’ complaint identifies as Defendants Commercial Insurance Group LLC and Access One Eighty, formerly Bigfoot. Access One80 and Bigfoot Insurance are trade names for a business unit which was purchased in an asset purchase agreement between One80 Intermediaries, Inc. and Commercial Insurance Group, LLC in December 2020. Commercial Insurance Group, LLC was dissolved on February 1, 2025. (Exhibit A, ¶¶ 2-3). Although Plaintiffs failed to properly identify these Defendants, this motion seeks to dismiss the claims against the parties identified as “Commercial Insurance Group LLC and Access One Eighty, formerly Bigfoot” and the party who should have been properly named-One80 Intermediaries, Inc. For the purposes of this motion, these entities (properly and improperly named) will be referred to as “Defendants”.

I. Factual and Procedural History

This case arises out of an insurance policy. In June 2019, Plaintiffs purchased an insurance policy through Defendant Jason Anglin (“Defendant Anglin”), who issued the policy via his insurance agency, Defendant Jason Anglin Agency (“Defendant Agency”). See Defendant One80’s Exhibit C. Defendant Commercial Insurance Group, LLC (“Defendant CIG”) was the wholesale producer of the policy. Defendant United Specialty Insurance Company (“Defendant USIC”) issued the policy. Plaintiffs allege that insurance agent Defendant Dylon Wilfong (“Defendant Wilfong”) was responsible for handling the renewal of the policy. Complaint at ¶ 16. Plaintiffs allege that they executed an autopay agreement for the policy. *Id.* at ¶ 12. On May 15, 2024, a fire caused significant damage at Plaintiffs property. *Id.* at ¶ 14. Plaintiffs filed a claim and learned that Defendant Anglin had sold the agency and that the policy had been cancelled. *Id.* at ¶ 15. Plaintiffs allege that the cancellation of the policy was improper.

On October 21, 2024, Plaintiffs filed their five count complaint in this matter asserting the following: count I – breach of contract (against all Defendants), count II – breach of fiduciary duty (against Defendants Jason Anglin, Dylon Fung, and Access One Eighty), count III – negligent misrepresentation (against all Defendants), count IV – violation of Michigan Insurance Code (against all Defendants), and count V – unjust enrichment (against all Defendants).

On June 18, 2025, Defendant One80 filed the instant motion for summary disposition seeking dismissal of all claims against Commercial Insurance Group LLC, Access One Eighty, formerly Bigfoot, and the party who should have been named One80 Intermediaries, Inc. On July 14, 2025, Plaintiffs filed a response in opposition to the motion. On July 16, 2025, Defendant

One80 filed a reply. On July 21, 2025, this Court heard the motion and took the matter under advisement.²

II. Standards of Review

“Summary disposition may be granted pursuant to MCR 2.116(C)(8) on the ground that the opposing party “has failed to state a claim on which relief can be granted.” *Carter v Ann Arbor City Attorney*, 271 Mich App 425, 426-427; 722 NW2d 243 (2006). “A motion for summary disposition brought under MCR 2.116(C)(8) tests the legal sufficiency of the complaint on the basis of the pleadings alone.” *Beaudrie v Henderson*, 465 Mich 124, 129; 631 NW2d 308 (2001). “In assessing a motion brought under MCR 2.116(C)(8), all factual allegations are accepted as true, as well as any reasonable inferences or conclusions that can be drawn from the facts.” *Carter*, 271 Mich App at 427. “Conclusory statements, unsupported by factual allegations, are insufficient to state a cause of action.” *Churella v Pioneer State Mut Ins Co*, 258 Mich App 260, 272; 671 NW2d 125 (2003). “The motion should be granted only when the claim is so clearly unenforceable as a matter of law that no factual development could possibly justify a right of recovery.” *Cork v Applebee’s of Michigan, Inc*, 239 Mich App 311, 315; 608 NW2d 62 (2000).

A motion for summary disposition under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. *Joseph v Auto Club Ins Ass’n*, 491 Mich 200, 206; 815 NW2d 412 (2012). The Court reviews a “motion brought under MCR 2.116(C)(10) by considering the pleadings, admissions, and other evidence submitted by the parties in the light most favorable to the nonmoving party.” *Latham v Barton Malow Co*, 480 Mich 105, 111; 746 NW2d 868 (2008). “A litigant’s mere pledge to establish an issue of fact at trial cannot survive summary disposition under

² On August 26, 2025, this Court entered an Order granting Defendant United Specialty Insurance Company’s motion for summary disposition pursuant to MCR 2.116(C)(10). On September 8, 2025, this Court entered an Order granting Defendant Jason Anglin’s motion for summary disposition pursuant to MCR 2.116(C)(10).

MCR 2.116(C)(10).” *Maiden v Rozwood*, 461 Mich 109, 121; 597 NW2d 817 (1999). “The court rule plainly requires the adverse party to set forth specific facts at the time of the motion showing a genuine issue for trial.” *Id.* “Summary disposition under MCR 2.116(C)(10) is appropriately granted if there is no genuine issue regarding any material fact and the moving party is entitled to judgment as a matter of law.” *Greene v AP Products, Ltd*, 475 Mich 502, 507; 717 NW2d 855 (2006). “A genuine issue of material fact exists when the record leaves open an issue upon which reasonable minds could differ. *Debano-Griffin v Lake Co*, 493 Mich 167, 175; 828 NW2d 634 (2013).

III. Arguments and Analysis

Defendant One80 argues that the One80 Defendants are entitled to dismissal on each of Plaintiffs’ claims against them.

A. Count I – Breach of Contract

Defendant One80 argues that the One80 Defendants are entitled to summary disposition on Plaintiffs’ breach of contract claim. “Insurance policies are contracts and, in the absence of an applicable statute, are ‘subject to the same contract construction principles that apply to any other species of contract.’” *Titan Ins Co v Hyten*, 491 Mich 547, 554; 817 NW2d 562 (2012) (citation omitted). “A party asserting a breach of contract must establish by a preponderance of the evidence that (1) there was a contract (2) which the other party breached (3) thereby resulting in damages to the party claiming breach.” *Miller-Davis Co v Ahrens Const*, 495 Mich 161, 178; 848 NW2d 95 (2014). “The party asserting a breach of contract has the burden of proving its damages with reasonable certainty, and may recover only those damages that are the direct, natural, and

proximate result of the breach.” *Alan Custom Homes, Inc v Krol*, 256 Mich App 505, 512; 667 NW2d 379 (2003).

Defendant One80 argues that “[t]he undisputed evidence is that there was no insurance contract between either of the Plaintiffs and [the One80] Defendants.” See Defendant One80’s Motion, p. 9. In response, Plaintiffs argue that “[t]he fact that Defendant USIC issued the policy directly to Plaintiff SlipGrip does not absolve Defendants of responsibility.” See Plaintiffs’ Response, p. 7. Plaintiffs allege that “Defendant CIG performed the underwriting, issued the binder and took payment for the policy as agent for the issuer Defendant USIC. Defendant admits that it acquired CIG, including its assets and business units, in December 2020. By acquiring CIG, Defendant assumed the responsibilities and obligations related to the policies CIG had previously handled, including the management of the insurance policy.” *Id.* at 8.

Here, the policy at issue was issued by Defendant USIC to Plaintiff SlipGrip for a policy period of June 7, 2019 to June 7, 2020. See Defendant One80’s Exhibit C. Plaintiffs have provided this Court with no evidence in support of their allegation that Defendant CIG received any payment from Plaintiffs in connection with the policy. Further, as is noted in Defendant One80’s reply, Defendant One80 acquired the assets of CIG in December 2020, after the policy issued to Plaintiff SlipGrip had already lapsed. For these reasons, Plaintiffs’ breach of contract claim against the One80 Defendants fails and Defendant One80’s motion for summary disposition as it relates to this claim is granted.

B. Count II – Breach of Fiduciary Duty

Defendant One80 argues that the One80 Defendants are entitled to summary disposition on Plaintiffs’ breach of fiduciary duty claim. “To establish a claim for breach of fiduciary duty, a plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty, and (3) damages

caused by the breach of duty.” *Highfield Beach at Lake Michigan v Sanderson*, 331 Mich App 636, 666; 954 NW2d 231 (2020). In *Calhoun County v Blue Cross Blue Shield Michigan*, 297 Mich App 1, 20; 824 NW2d 202 (2012), the Court of Appeals defined a fiduciary relationship as follows:

[a] relationship in which one person is under a duty to act for the benefit of the other on matters within the scope of the relationship. Fiduciary relationships—such as trustee-beneficiary, guardian-ward, agent-principal, and attorney-client—require the highest duty of care. Fiduciary relationships [usually] arise in one of four situations: (1) when one person places trust in the faithful integrity of another, who as a result gains superiority or influence over the first, (2) when one person assumes control and responsibility over another, (3) when one person has a duty to act for or give advice to another on matters falling within the scope of the relationship, or (4) when there is a specific relationship that has traditionally been recognized as involving fiduciary duties, as with a lawyer and a client or a stockbroker and a customer. (citations omitted).

Defendant One80 argues that none of the One80 Defendants “had any relationship with either of the Plaintiffs, let alone a fiduciary relationship.” See Defendant One80’s Motion, p. 11. Defendant One80 argues that “[Defendant CIG] acted as a wholesale producer for the Policy and had no contract with either Plaintiff in connection with the Policy or otherwise.” *Id.* In support of this position, Defendant One80 directs this Court to the affidavit of Ben Shoemaker (“Shoemaker”), the director of Defendant One80, which states, in relevant part:

5. I have access to and personal knowledge of the books and records maintained by CIG in connection with a commercial insurance policy issued by Universal Specialty Insurance Company (“USIC”) to SlipGrip Car Mounts LLC (“SlipGrip”) with a policy period June 7, 2019 through June 7, 2020 (the “Policy”). CIG acted as a wholesale producer for that Policy, was not the insurer, and had no contact or relationship with Slipgrip in connection with the Policy or otherwise.

6. Neither CIG nor One80 Intermediaries, Inc. received any payments from Plaintiffs in connection with the Policy.

7. Ome80 Intermediaries, Inc. and CIG had no contact or relationship with Slipgrip in connection with the Policy or otherwise.

See Defendant One80’s Exhibit A, p. 2.

In response, Plaintiffs argue that “by the acquisition of CIG, the Defendant assumed the responsibilities and obligations of CIG, including the policy at issue in this case. As a result, the Defendant owed Plaintiffs a duty to ensure the timely payment of premiums and to properly communicate with Plaintiffs about the status of the policy.” See Plaintiffs’ Response, p. 9. In support of this position, Plaintiffs cite to *Genesee Foods Servs v Meadowbrook, Inc*, 279 Mich App 649, 656; 760 NW2d 259 (2008), which explained the following:

[B]ecause defendants were independent insurance agents when they assisted plaintiffs, their primary fiduciary duty of loyalty rested with plaintiffs, who could depend on this duty of loyalty to ensure that defendants were acting in their best interests, both in terms of finding an insurer that could provide them with the most comprehensive coverage and in ensuring that the insurance contract properly addressed their needs.

However, Plaintiffs ignore the fact that Defendant CIG is not an independent insurance agent, but rather was a wholesale producer for the policy. Therefore, Plaintiffs’ reliance on *Genesee* is misplaced. Further, as laid out above, there was no relationship between Defendant CIG and Plaintiffs. Plaintiffs have provided this Court with no evidence to rebut this. For these reasons, Plaintiffs’ breach of fiduciary duty claim against the One80 Defendants fails and Defendant One80’s motion for summary disposition as it relates to this claim is granted.

C. Count III – Negligent Misrepresentation

Defendant One80 argues that the One80 Defendants are entitled to summary disposition on Plaintiffs’ negligent misrepresentation claim. “A claim for negligent misrepresentation requires plaintiff to prove that a party justifiably relied to his detriment on information prepared without reasonable care by one who owed the relying party a duty of care.” *Alferi v Bertorelli*, 295 Mich App 189, 194; 813 NW2d 772 (2012).

Defendant One80 argues that “there is no evidence that [the One80 Defendants] made any representation to Plaintiffs, and the Jason Anglin Agency never acted as an agent of [the One80 Defendants]...Because there is no evidence that these Defendants communicated information to Plaintiffs on which they would rely, the negligent misrepresentation claim must be dismissed.” See Defendant One80’s Motion, p. 11. In support of this position, Defendant One80 again directs this Court to the affidavit of Shoemaker, which states, in relevant part:

8. At no time has the Jason Anglin Agency acted as an agent on behalf of CIG or One80 Intermediaries, Inc.

See Defendant One80’s Exhibit A, p. 2.

In response, Plaintiffs argue that “Defendants owed Plaintiffs a duty to provide accurate and timely information regarding the status of their insurance policy, particularly given their role as agent for USIC in procuring and managing the policy.” See Plaintiffs’ Response, p. 10. However, in this case, for the reasons discussed above, the One80 Defendants did not owe Plaintiffs any duty. For these reasons, Plaintiffs’ negligent misrepresentation claim against the One80 Defendants fails and Defendant One80’s motion for summary disposition as it relates to this claim is granted.

D. Count IV – Violation of Michigan Insurance Code

Defendant One80 argues that the One80 Defendants are entitled to summary disposition on Plaintiffs’ violation of Michigan Insurance Code claim. MCL 500.2123 reads as follows:

500.2123 Termination of insurance; delivery or mailing of notice; contents of notice; effective date of termination; conformity with underwriting rules; violation of chapter 32 not authorized.

(1) Except as provided in subsection (2) or (3), a termination of insurance shall not be effective unless the insurer, at least 30 days prior to the date of termination, delivers or mails to the named insured at the person's last known address a written notice of the termination. The notice shall state the effective date of termination and each specific reason for the termination.

(2) A notice of termination mailed or delivered within the first 55 days after the initial issuance of a policy may be made effective not less than 20 days after the date of mailing or delivery of the notice.

(3) A notice of termination for nonpayment of premium shall be effective as provided in the policy.

(4) A termination of insurance shall not be effective unless the termination is due to reasons which conform to the underwriting rules of the insurer for that insurance.

(5) This section shall not authorize an insurer to terminate an automobile insurance policy in violation of chapter 32.

Defendant One80 argues that “[o]n its face, MCL 500.2123 applies only to insurers, and it does not support a cause of action based on the failure to follow the procedure outlined in the statute. Because [the One80 Defendants] were not the insurer under the Policy, there is no basis for a cause of action against them under the statute.” See Defendant One80’s Motion, p. 12. In response, Plaintiffs argue that “[w]hile it is true that MCL 500.2123 applies to the insurer, it is not limited to only the insurer’s actions. Defendant as agent of the insurer played a significant role in underwriting, administering, and managing the policy, including receiving premium payments. Thus, Defendant had a duty to ensure Plaintiffs received proper notification about the status of the policy.” See Plaintiffs’ Response, p. 11.

Here, as previously noted, the One80 Defendants were not the insurer of the policy. Additionally, as is noted in Defendant One80’s reply, “[e]ven if successor liability could be imposed on One80 Intermediaries based on its purchase of the assets of CIG (which it cannot), CIG was not the insurer and owed no duties to Plaintiffs.” See Defendant One80’s Reply, p. 5. Defendant One80 is correct. The insurer on the policy was Defendant USIC. See Defendant One80’s Exhibit C. For these reasons, Plaintiffs’ violation of Michigan insurance code claim

against the One80 Defendants fails and Defendant One80's motion for summary disposition as it relates to this claim is granted

E. Count V – Unjust Enrichment

Defendant One80 argues that the One80 Defendants are entitled to summary disposition on Plaintiffs' unjust enrichment claim. To sustain an action for unjust enrichment, plaintiff must "establish (1) the receipt of a benefit by the other party from the complaining party and (2) an inequity resulting to the complaining party because of the retention of the benefit by the other party." *Karaus v Bank of New York Mellon*, 300 Mich. App 9, 22–23; 831 NW2d 897 (2012). However, "[b]ecause this doctrine vitiates normal contract principles, the courts employ the fiction with caution." *Kammer Asphalt Paving Co, Inc. v East China Twp Schs*, 443 Mich 176, 183; 504 NW2d 635 (1993). Importantly, "a contract will be implied only if there is no express contract covering the same subject matter." *Belle Isle Grill Corp v City of Detroit*, 256 Mich App 463, 478; 666 NW2d 271 (2003).

Defendant One80 argues that "Plaintiff's case is based on the existence of a Policy. That contract precludes Plaintiffs from pursuing an unjust enrichment claim." See Defendant One80's Motion, p. 13. Defendant One80 also argues that "[the One80 Defendants] received no benefit directly from Plaintiffs." *Id.* In response, Plaintiffs argue that their unjust enrichment claim is pled in the alternative to their breach of contract claim and that "Plaintiffs' autopayments for insurance coverage were received by the entities managing the policy including Defendants. Despite receiving these payments, Defendants failed to provide the promised coverage due to improper cancellation and failure to notify Plaintiffs." See Plaintiff's Response, p. 13.

Here, while unjust enrichment can be pled in the alternative to a breach of contract claim, Plaintiffs' have provided this Court with no evidence that the One80 Defendants received any

payments from Plaintiffs. Rather, Shoemaker's affidavit expressly states that they did not receive any such payments. See Defendant One80's Exhibit C, p. 2. Plaintiffs have provided no evidence to rebut this. Therefore, Defendant One80 is correct that the One80 Defendants received no benefit from Plaintiffs. For these reasons, Plaintiffs' unjust enrichment claim against the One80 Defendants fails and Defendant One80's motion for summary disposition as it relates to this claim is granted.

Based on the evidence presented, Defendant One80's motion for summary disposition is granted as it relates to each of Plaintiffs' claims.

IV. Conclusion

For the reasons set forth above, Defendant One80's motion for summary disposition is GRANTED. Pursuant to MCR 2.602(A)(3), this Opinion and Order resolves the last pending claim and closes the case.

IT IS SO ORDERED.


Circuit Court Judge

Dated: October 27, 2025

cc: Cyril C. Hall, Esq.
Adam B. Kutinsky, Esq.
Stephanie M. Brochert, Esq.
Elaine M. Pohl, Esq.
Edward G. Lennon, Esq.

