STATE OF MICHIGAN

COURT OF APPEALS

LENADANIELLE FIGUEROA,

Plaintiff-Appellant,

v

JOHN DOE and KRYSTAL WILLIAMS,

Defendants,

and

FARMERS INSURANCE EXCHANGE,

Defendant-Appellee.

UNPUBLISHED
September 10, 2026
11:52 AM

No. 374996
Wayne Circuit Court
LC No. 24-001143-NI

Before: M. J. KELLY, P.J., and O'BRIEN and LIEVENSE, JJ.

PER CURIAM.

Plaintiff, Lenadanielle Figueroa, appeals as of right the trial court order granting summary disposition under MCR 2.116(C)(10) to defendant Farmers Insurance Exchange. Because the trial court did not err by granting summary disposition, we affirm.

I. BASIC FACTS

On September 5, 2023, Figueroa rented a vehicle from Hertz in order to use the vehicle to drive for Uber through a program Hertz had with Uber to provide vehicles for rideshare drivers. The rental agreement included insurance coverage. Approximately one-and-a-half months later, on October 20, 2023, Figueroa was driving that vehicle when another driver made a U-turn, collided with her, and then fled the scene. At the time of the crash, Figueroa did not have any passengers, was logged out of her Uber app, and was driving home. Rather than seek coverage through the rental agreement, Figueroa applied for no-fault benefits through the Michigan Assigned Claims Plan. Her claim was assigned to Farmers, which investigated the claim and discovered that Figueroa had made a number of false statements on her application for benefits. Farmers refused to pay Figueroa's claim, so she filed a complaint seeking no-fault benefits.

Following discovery, Farmers moved for summary disposition under MCR 2.116(C)(10). In part, Farmers argued that Hertz's insurer, as the insurer of Figueroa's vehicle, had priority to pay benefits to Figueroa under MCL 500.3114(2) because Figueroa's vehicle was "operated in the business of transporting passengers." The trial court agreed and granted Farmers' motion for summary disposition. This appeal follows.

II. SUMMARY DISPOSITION

A. STANDARD OF REVIEW

Figueroa argues that the trial court erred by granting summary disposition because, at the time of the crash, she was not in the business of transporting passengers. A trial court's decision to grant or deny summary disposition is reviewed de novo. *Joseph v Auto Club Ins Ass'n*, 491 Mich 200, 205; 815 NW2d 412 (2012). Summary disposition under MCR 2.116(C)(10) is warranted if "there is no genuine issue as to any material fact" besides the amount of damages "and the moving party is entitled to judgment or partial judgment as a matter of law." When reviewing the motion, the trial court must consider the evidence submitted by the parties "in the light most favorable" to the nonmoving party, *Joseph*, 491 Mich at 206. "A genuine issue of material fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ." *Webb v Progressive Marathon Ins Co*, 335 Mich App 503, 507; 967 NW2d 841 (2021) (quotation marks and citation omitted).

B. ANALYSIS

Under Michigan's no-fault act, MCL 500.3101 *et seq*., multiple insurers might be responsible to pay no-fault benefits to an individual. *Miclea v Cherokee Ins Co*, 333 Mich App 661, 667-668; 963 NW2d 665 (2020). Under such circumstances, "the relative priority of those insurers is determined by MCL 500.3114(1)." *Id*. at 668. "The general rule is that one looks to a person's own insurer for no-fault benefits unless one of the statutory exceptions, MCL 500.3114(2), (3), and (5), applies." *Id*. (quotation marks, brackets, and citation omitted).

Here, Farmers contends that the exception to the general rule stated in MCL 500.3114(2) applies. As relevant to this appeal, MCL 500.3114(2) provides:

> (2) A person who suffers accidental bodily injury while an operator or a passenger of a motor vehicle operated in the business of transporting passengers shall receive the personal protection insurance benefits to which the person is entitled from the insurer of the motor vehicle. This subsection does not apply to a passenger in any of the following, unless the passenger is not entitled to personal protection insurance benefits under any other policy:
>
> * * *
>
> (g) A transportation network company vehicle.

At the outset, although Figueroa maintains that her vehicle was not a "transportation network company vehicle" because she was logged out of the Uber app when the crash occurred, the section of MCL 500.3114(2) that pertains to transportation network company vehicles is only applicable to *passengers*, not operators of the vehicle. Because Figueroa was an operator of her vehicle, her claim must be analyzed under the first sentence of MCL 500.3114(2), not the second.

The no-fault act does not define the phrase "motor vehicle operated in the business of transporting passengers." *Farmers Ins Exch v AAA of Mich*, 256 Mich App 691, 696-697; 671 NW2d 89 (2003). The phrase, however, was interpreted in *Farmers Ins Exch*, which held that the phrase was ambiguous and established "a primary purpose/incidental nature test . . . to determine whether at the time of an accident a motor vehicle was operated in the business of transporting passengers pursuant to subsection 3114(2)." *Id*. at 701. As explained recently,

> [t]he relevant inquiries under the primary purpose/incidental nature test are (1) whether the transportation of passengers is the primary purpose for which the vehicle is used and (2) whether the transportation of passengers is a primary, as opposed to incidental, component of the overall business or activity of the operator. If answered affirmatively, a motor vehicle is in the business of transporting passengers. [*Smith v Farm Bureau Mut Ins Co of Mich*, ___ Mich App ___, ___; ___ NW3d ___ (2025) (Docket No. 369139); slip op at 6-7 (quotation marks and citation omitted).]

In this case, Figueroa's vehicle satisfies the "primary purpose/incidental nature test" as a "motor vehicle operated in the business of transporting passengers." MCL 500.3114(2). That is, even viewed in the light most favorable to Figueroa, her vehicle was primarily used to transport passengers. *Smith*, ___ Mich App at ___; slip op at 7. First, although Figueroa could drive the vehicle for personal reasons, she testified at her deposition that she rented the vehicle from Hertz as part of its relationship with Uber and that "the vast majority of the time and miles" in the car was used to transport passengers for Uber. She further explained that she drove for Uber around five hours per weekday and that she did not use the vehicle extensively for personal use. Second, Figueroa testified that the only "job and income [she] had at the time of the [2023 accident] was [her] income from driving for Uber . . . ." As such, even viewed in the light most favorable to Figueroa, transporting Uber passengers was the primary purpose of Figueroa's business and was not merely incidental. See *id*. at ___; slip op at 7. Therefore, under the primary purpose/incidental nature test, Figuroa's vehicle was a motor vehicle in the business of transporting passengers. *Id*. at ___; slip op at 7. As the operator of a vehicle being operated in the business of transporting passengers, the insurer of the vehicle was responsible for the payment of no-fault benefits. See MCL 500.3114(2).[1]

Affirmed. Farmers Insurance Exchange may tax costs as the prevailing party. MCR 7.219(A).

/s/ Michael J. Kelly
/s/ Colleen A. O'Brien
/s/ Andrew J. Lievense

[1] Given our resolution, we decline to address Farmers' alternative argument in support of summary disposition.