2026 IL App (2d) 250588-U
No. 2-25-0588
Order filed August 24, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23(b) and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

CHRISTINA THORNROSE, Plaintiff-Appellant,

v.

MARKET FINANCIAL GROUP, LTD., and ARTHUR J. GALLAGHER & CO., Defendants

(Arthur J. Gallagher & Co., Defendant-Appellee).

Appeal from the Circuit Court of McHenry County.
Honorable Joel D. Berg, Judge, Presiding.
No. 19-MR-101

JUSTICE BIRKETT delivered the judgment of the court.
Justices Schostok and Mullen concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court's directed finding in favor of defendant on plaintiff's unjust enrichment claim is affirmed. Plaintiff failed to set forth a *prima facie* case of unjust enrichment based on defendant's alleged retention of commission payments, as she presented no evidence demonstrating any entitlement to those commissions.

¶ 2 Plaintiff, Christina Thornrose, appeals from a directed finding disposing of her unjust enrichment claim against defendant Arthur J. Gallagher & Co. (Gallagher). We affirm.

¶ 3 I. BACKGROUND

¶ 4 Plaintiff is an insurance broker who began her career in 1988. She began working for Insurance Correlators, Inc. (IC), in July 1993. In 2004, she entered into an "Independent

Contractor Agreement" with IC (the IC Agreement). It provided: "In[ ]consideration of monthly payment of 50% of commission received on new and 45% renewal insurance policies, [plaintiff] agrees to place all insurance policies exclusively through [IC]." The IC Agreement stated that it would "run without an expiration date but is subject to change with 60 days prior notice." The IC Agreement further provided that it could be "cancelled by either party with 90 days written notice." In October 2008, defendant Market Financial Group, Ltd. (MFG) acquired IC. Thereafter, plaintiff continued to work as an independent contractor for MFG under the IC Agreement, which was never modified.

¶ 5 On January 18, 2018, plaintiff was orally advised by an officer and employee of MFG that her services were no longer required and that her relationship with MFG was terminated. Plaintiff was informed that MFG had been sold to Gallagher. Shortly thereafter, on January 24, 2018, MFG and Gallagher executed an "Asset Purchase Agreement." The Asset Purchase Agreement included the transfer of, among other things, all MFG's "customer lists, expirations, renewal rights, insurance company and broker relationships and agreements, and accounts." After Gallagher purchased MFG, certain clients previously served by plaintiff remained with Gallagher. Plaintiff did not receive any commission payments from Gallagher for these policies.

¶ 6 On November 4, 2019, plaintiff filed a first amended complaint against MFG and Gallagher. Counts I through III, claiming breach of contract, were brought against MFG. (These counts are not at issue here.) Count IV, claiming unjust enrichment, was brought against Gallagher. Count IV alleged that MFG's oral cancellation of the IC Agreement was not effective and that, under the IC Agreement, plaintiff was owed a 45% renewal commission "for as long as the policy continued in effect, regardless of her status as an independent contractor." According to count IV, as of January 24, 2018, commissions due on new or renewal policies, including those owed to

plaintiff under the IC Agreement, had been paid to Gallagher, but Gallagher had not paid plaintiff. According to plaintiff, Gallagher was unjustly enriched by retaining renewal commissions allegedly attributable to clients that plaintiff had originally brought into the business where those funds should have been paid over to plaintiff.

¶ 7 A bench trial on all counts took place on October 6, 2025, at which plaintiff testified.[1] In addition to plaintiff's testimony, the parties submitted trial stipulations and exhibits, including the IC Agreement, various commission statements, and the Asset Purchase Agreement. During her testimony, plaintiff explained that she would solicit customers and obtain competitive quotes from multiple insurance companies that contracted with her agency (*i.e.*, IC or, later, MFG). If she was successful in securing the customer, "[t]he insurance company [would] cut[ ] a check to the agency for the hundred percent commission amount" and, in turn, plaintiff would be entitled to a percentage of the commission paid to the agency. Plaintiff worked for MFG until January 18 or 19, 2018, when MFG informed her that her "job as an independent contractor with [MFG] was

[1]The record contains an excerpt from the October 6, 2025, proceedings. It includes (1) Gallagher's opening statements, (2) plaintiff's testimony, (3) the parties' arguments on Gallagher's motion for a directed finding made at the close of plaintiff's testimony, and (4) the trial court's ruling. Because the issue on appeal concerns only the unjust enrichment claim against Gallagher (count IV), our statement of facts focuses on the testimony relevant to that claim. For context, we note defense counsel's opening statement—given on behalf of MFG and Gallagher—that outlined the posture of the claims against MFG (counts I through III). Counsel stated that, although "the [c]ourt ha[d] already ruled that [MFG] [was] not liable to *** plaintiff following her termination in January 2018," plaintiff's claim "that she was paid the incorrect amount of commissions under the [IC Agreement]" was still pending. Counsel argued that this pending claim against MFG was barred by acquiescence and waiver.

terminated." While she was with IC and MFG, she was required to submit all insurance policies to those companies.

¶ 8 On cross-examination, plaintiff confirmed that her relationship with MFG ended when she was terminated on January 18, 2018. She received a "1099 miscellaneous" form from MFG for the year 2018. Plaintiff never signed a noncompete agreement with IC or MFG. She agreed that nothing prevented her from taking clients with her to a new agency upon her termination. Plaintiff currently worked for Epic One Insurance Agency (Epic).[2] Many of her previous clients followed her to Epic. About 10 of her clients remained with Gallagher. Since her termination, plaintiff did not write or renew any policies for the clients that remained with Gallagher.

¶ 9 At the close of plaintiff's testimony, Gallagher made a motion for a directed finding in its favor. The trial court granted the motion, stating as follows:

> "The [c]ourt's heard the testimony of one party. The testimony is unrebutted. And it's clear as a bell. I have an agreement that was entered into in 2004 with the—her original brokerage house, [IC]. And in that agreement, she agreed to provide—to place all policies, all, all policies with [IC] in exchange for which [IC] gives her—[IC] turns around and gives her 50 percent of new and 45 percent of renewal. And that is the portion premiums received. And that is the agreement with [IC]. That agreement—agreement—[plaintiff's counsel] urges upon this court a reading that says, well, she receives renewals in perpetuity. Nothing in there says she receives renewals in perpetuity. Nothing. Not a single thing.
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> It says actually to the contrary. It says, In consideration of monthly payment, she agrees to place all insurance policies exclusively. All agency fees billed to insureds will

[2]Elsewhere in the record, the company is referenced as Epic One Insurance Group, LLC, which is also the name registered with the Illinois Secretary of State.

be paid to the contractor on a 50 percent basis when received. All late fees charged to insureds of the independent contractor are the sole possession of [IC].

It's a tit for tat. She has to work for them. She has to place everything for them. We know from her testimony she no longer—she doesn't work for *** Gallagher and she doesn't work for MFG. Now, whether MFG correctly terminated her, well, it's very clear that, based on the evidence so far, they didn't, because it required 90 days written notice. They gave no 90-day written notice.

However, I've heard no testimony as to when she started selling her own policies and we know that she reached out immediately and sought other—and sought to keep all of her—all of her policies with her to her new place, and she kept them. I don't have the timeframe on that. I need the timeframe and it's the plaintiff's burden of proof on an unjust enrichment claim.

So any claim that this contract somehow entitles her to this, I just don't see how it does. I don't see if—if this had never been—let us pretend that it had been terminated correctly for a moment and that it had not sold. They just terminated her and they had done so correctly, then they just kept on business as usual. Nothing in there guarantees her renewal premiums. Nothing. And I heard nothing. I've heard nothing. I've heard no testimony on course of conduct in the industry. I've heard no testimony on this is the way it is. I heard no testimony on conversations. We had endless motions for summary judgment, and I was told that I would be hearing conversations on promises on Minnesota policies and don't worry about it, we'll pay it even though you're not licensed. I heard a lot of stuff that I was going to hear. I didn't hear any of it.

> The motion for summary—or for directed finding against *** Gallagher *** is heard and is most respectfully allowed. The elements have not been met."

The court's written order, entered that same day, reads: "For the reasons stated on the [r]ecord, the [m]otion for [d]irected [f]inding as to *** Gallagher is granted. Judgment enters in favor of *** Gallagher on [c]ount IV."

¶ 10 Following its oral ruling, the trial court recessed for lunch, ordering everyone to return at 1:30 p.m. The record does not contain any additional reports of proceedings from this date. Nevertheless, the common-law record reflects that, on October 6, 2025, the parties "presented all evidence and rest[ed] [their] respective *** cases." The matter was continued to October 8, 2025, for closing arguments.

¶ 11 On October 8, 2025, following closing arguments, the matter was continued to December 3, 2025, for decision. The record does not contain a report of the October 8, 2025, proceedings.

¶ 12 On December 3, 2025, the trial court entered a written order ruling as follows: "(1) for reasons explained by the [c]ourt on the record, [j]udgment enters in favor of [p]laintiff and against [MFG] in the amount of $3,070.88; and (2) a directed finding was previously entered against [Gallagher] on October 6, 2025." The record does not contain a report of the proceedings for December 3, 2025.

¶ 13 Plaintiff timely appealed. Gallagher did not file a brief. However, because the record is straightforward and the issues can readily be decided without the aid of a response brief, we will consider the appeal on plaintiff's brief only. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 14 II. ANALYSIS

¶ 15 Plaintiff contends that the trial court erred in granting a directed finding in favor of Gallagher, because she established a *prima facie* case for unjust enrichment against Gallagher. Specifically, she argues that the IC Agreement gave her a right to receive commission payments on renewal policies from MFG even after the independent contractor relationship was terminated. Thus, according to plaintiff, because she had a right to those commission payments, Gallagher was unjustly enriched by retaining them. We disagree.

¶ 16 Section 2-1110 of the Code of Civil Procedure (735 ILCS 5/2-1110 (West 2024)) provides that, "[i]n all cases tried without a jury, defendant may, at the close of plaintiff's case, move for a finding or judgment in his or her favor." When ruling on a motion for a directed finding, the trial court uses a two-step analysis. *In re Estate of Coffman*, 2023 IL 128867, ¶ 51; *Hahn v. McElroy*, 2023 IL App (2d) 220403, ¶ 26. At the first step, the court must determine as a matter of law whether the plaintiff has made out a *prima facie* case—that is, whether the plaintiff has presented at least some evidence on every element essential to the cause of action. *In re Estate of Coffman*, 2023 IL 128867, ¶ 52; *Hahn*, 2023 IL App (2d) 220403, ¶¶ 26-27. If the court finds that the plaintiff failed to meet this burden, the court should grant the defendant's motion and enter judgment for the defendant. *In re Estate of Coffman*¸ 2023 IL 128867, ¶ 52.

¶ 17 However, if the court finds that the plaintiff presented at least some evidence on every element, the matter proceeds to the second stage, where the court considers the totality of the evidence. *Id.* ¶ 53. "In its role as the finder of fact, the court weighs all the evidence, determines the credibility of the witnesses, and draws reasonable inferences therefrom." *Id.* If the weighing process negates some of the necessary evidence, the court should grant the defendant's motion and enter judgment in the defendant's favor. *Kokinis v. Kotrich*, 81 Ill. 2d 151, 155 (1980). But if the

court finds that sufficient evidence remains to establish the plaintiff's *prima facie* case following the weighing process, the court should deny the motion and proceed with trial. *In re Estate of Coffman*, 2023 IL 128867, ¶ 54; *Kokinis*, 81 Ill. 2d at 155.

¶ 18 Our standard of review of a trial court's ruling on a section 2-1110 motion depends on which step the trial court reached. If the court did not proceed beyond the first stage, we review *de novo* its determination. *In re Estate of Coffman*, 2022 IL App (2d) 210053, ¶ 83. Under *de novo* review, "we consider anew whether 'at least some evidence on every element essential to [the] cause of action' was presented." *Hahn*, 2023 IL App (2d) 220403, ¶ 27 (quoting *Kokinis*, 81 Ill. 2d at 154). If the court proceeded to the second step and weighed the evidence before concluding that no *prima facie* case survived, we review the court's conclusion under the manifest-weight-of-the-evidence standard. *In re Estate of Coffman*, 2023 IL 128867, ¶ 54. "A judgment is against the manifest weight of the evidence only when the opposite conclusion is apparent or when the judgment is arbitrary, unreasonable, or not based on the evidence." *Id.* ¶ 56.

¶ 19 To establish a claim for unjust enrichment, a plaintiff must allege that (1) "the defendant has unjustly retained a benefit to the plaintiff's detriment" and (2) "[the] defendant's retention of the benefit violates the fundamental principles of justice, equity, and good conscience." *HPI Health Care Services, Inc. v. Mt. Vernon Hospital, Inc.*, 131 Ill. 2d 145, 160 (1989). Here, the trial court concluded that, because plaintiff presented no evidence showing that she was entitled to any renewal commissions, the "elements have not been met." Accordingly, because the court did not proceed to the second step of the analysis, we review *de novo* the court's ruling. (We note, however, that we would reach the same result even if we reviewed the court's ruling under the manifest-weight-of-the-evidence standard.)

¶ 20 Plaintiff's unjust enrichment theory is that the IC Agreement conferred on her a continuing right to commission payments following her termination from MFG and that, in retaining those commissions, Gallagher unjustly enriched itself to plaintiff's detriment. We agree with the trial court that plaintiff established no such continuing entitlement under the IC Agreement, even if that agreement was wrongfully terminated. As the court observed, the IC Agreement expressly conditioned plaintiff's entitlement to commissions on her agreement to "place all insurance policies exclusively through [IC]." Under the IC Agreement's plain terms, plaintiff's right to commission payments derived solely from the performance of that obligation. Plaintiff testified that, after her termination from MFG, she placed no policies through MFG (or Gallagher) and instead began working for Epic, taking many of her clients with her. Accordingly, regardless of whether MFG's termination of the IC Agreement was proper, because plaintiff thereafter ceased placing insurance policies exclusively through MFG (and never placed any through Gallagher), she had no right to commission payments.

¶ 21 Indeed, plaintiff agrees that, under the IC Agreement, "[i]t is clear that *so long as plaintiff continued to place all policies* through [IC], and then [MFG], she was entitled to payment of the commissions on new and renewal policies." (Emphasis added.) Nevertheless, plaintiff asserts that the IC Agreement also established that plaintiff had a right to receive commissions on renewal policies *even if her relationship with MFG was terminated*. She argues that, although the terms of the IC Agreement do not specifically address what would happen upon its termination, "there is a strong inference in the language that she would receive commissions on renewals at least for a period to [*sic*] three years past the date of her death." In support, she relies on the following provision in the IC Agreement:

> "If [plaintiff] dies, her mother, Inez Tornblom[,] will receive [plaintiff's] commissions based on 50% of retained commission for a 3 year period calculated on annual retainage. If Inez Tornblom dies during this time period the money should go to Tony Gonzales of Las Vegas[,] NV, [plaintiff's] brother."

According to plaintiff,

> "this language creates a right in plaintiff to receive all commissions due on renewal policies during her lifetime regardless of whether she continued to issue policies through [MFG] or not. If this right did not exist why would the language passing the commissions on for 3 years past the date the plaintiff passed be within the contract terms? It would be superfluous."

¶ 22 Plaintiff's interpretation of the death-benefit provision is creative, but it impermissibly rewrites the IC Agreement and contradicts its express terms. The death-benefit clause does not create an independent, perpetual right to renewal commissions untethered to performance; rather, it merely designates who receives commissions otherwise payable to plaintiff at the time of her death and for what duration. As noted, the operative provision of the IC Agreement expressly ties all commission entitlement—both new and renewal—to plaintiff's ongoing obligation to "place all insurance policies exclusively" through the agency. The death-benefit clause presupposes that plaintiff is actively performing and earning commissions at the time of her death. Reading the clause as plaintiff proposes would sever the "tit for tat" structure of the contract—commissions in exchange for exclusive placement—and award renewal commissions with no corresponding performance obligation. Such an interpretation would contradict and nullify the IC Agreement's express consideration clause. Furthermore, plaintiff's own concession that her right to commission was contingent on continued placement through the agency is fatal to her interpretation.

Specifically, if the right was always conditioned on performance, the death-benefit clause cannot logically be read to eliminate that condition for the remainder of her lifetime.

¶ 23 In sum, because plaintiff offered no evidence establishing a continuing entitlement to commissions after she stopped performing under the IC Agreement, she failed to satisfy the essential elements of an unjust enrichment claim against Gallagher predicated on Gallagher's alleged retention of those commissions.

¶ 24 III. CONCLUSION

¶ 25 For the reasons stated, we affirm the judgment of the circuit court of McHenry County.

¶ 26 Affirmed.