

BOISE, FRIDAY, FEBRUARY 13, 2026, AT 11:15 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

ALEXANDER BAUER, an individual,

Plaintiff-Appellant,

v.

**SCOTT MYERS AND SONS ROOFING
AND CONSTRUCTION, LLC, an Idaho
limited liability company,**

Defendant-Respondent,

and

**DE LINAGE, LLC; an Idaho limited liability
company; LEGEND CONCRETE &
CONSTRUCTION, LLC, an Idaho limited
liability company; JOHN AND JANE DOES
1-10; and CORPORATIONS A-Z,**

Defendants.

Docket No. 52706-2025

Appeal from the District Court of the Fifth Judicial District of the State of Idaho,
Twin Falls County. R. William Hancock, District Judge.

Worst & Associates, PC, Twin Falls, for Appellant.

Scanlan Griffiths + Aldridge, Boise, for Respondent.

This case arises out of a plumber's claims against a roofing company for negligence, recklessness, and gross negligence after the plumber suffered bodily injuries at a construction site. A general contractor hired Scott Myers and Sons Roofing and Construction, LLC ("Myers") and Evans Plumbing, Inc. ("Evans") to do work on an apartment complex in Twin Falls, Idaho. Alexander Bauer was employed by Evans as a journeyman plumber. While working at the apartment complex, Bauer fell from a second story balcony when he leaned against a temporary wood railing and it broke. Bauer was injured because of the fall and received worker's compensation benefits from Evans' insurance.

Bauer filed a complaint against Myers, alleging negligence, recklessness, and gross negligence and claimed that Myers removed a previously installed temporary railing to do work on the balcony and then improperly reinstalled the railing, causing his fall. Myers moved for

summary judgment, arguing that Bauer's claims were barred by the exclusive remedy provision of the Idaho Worker's Compensation Act. Bauer opposed the motion and argued that, under the right to control test, Myers was an independent contractor and therefore the exclusive remedy rule did not bar Bauer's claims.

The district court granted Myers' motion for summary judgment and dismissed Bauer's claims. It determined that the right-to-control test was not applicable and that the contracts between the general contractor and Myers and the general contractor and Evans, provided that Myers and Evans were subcontractors rather than independent contractors. The district court held that because Myers was a subcontractor that maintained a policy of worker's compensation insurance, Bauer's claims against Myers were barred by the exclusive remedy rule.

Bauer appeals and argues that the district court should have applied the right to control test to determine that Myers was not a subcontractor and therefore the exclusionary rule did not bar Bauer's claims.