



JMI Contractors v. Medellin: How the Texas Supreme Court's Ruling on Two Issues Clarifies Future Liability for Jobsite Injuries

Last month, in *JMI Contractors, LLC v. Medellin*, the Texas Supreme Court erased a \$4.3 million judgment by addressing two issues that can completely change the outcome of a jobsite injury lawsuit:

- (1) whether the injured worker's claim should be tried as a general negligence claim or a premises liability claim; and
- (2) whether the injured worker, who was an independent contractor, could hold the general contractor and/or owner liable for open and obvious dangerous site conditions.

The *JMI Contractors* Court answered that the injured worker's claims fell under the harsher scrutiny of premises liability and that he could not hold the owner or general contractor liable for the open and obvious risk of falling off a roof's edge.

For owners and general contractors this ruling means reduced liability exposure when an independent contractor is injured on a job site because of an open and obvious dangerous site condition. For subcontractors, who are commonly (but not always) independent contractors, this ruling serves as a reminder that they need to manage, price, and insure themselves for these types of accidents.

This article explores the *JMI Contractors* case on a high-level by analyzing the accident, the Court's reasoning on its decision, and general practical takeaways for construction companies going forward.

The Accident and the Verdict

The facts of *JMI Contractors v. Medellin* are ones any contractor will recognize. JMI Contractors, a general contractor, brought in a roofing subcontractor to work on the flat roof of a San Antonio apartment complex. The roofing subcontractor, in turn, called in Jose Medellin, an experienced independent contractor, to help. Unfortunately, while pulling material across the roof, walking backward as he did so, Medellin lost track of the roof's edge, stepped off, and fell roughly thirty feet.

Medellin sued JMI Contractors on two theories: negligence and premises liability. A Bexar County jury found for him on both, awarding more than \$3.3 million in compensatory damages plus \$1 million in exemplary damages. The trial court entered judgment on the verdict, and the San Antonio Court of Appeals affirmed. The Texas Supreme Court reversed and rendered judgment that Medellin take nothing. But why did the Court rule this way?

Issue One: Negligence v. Premises Liability

To understand the first issue, it helps to know a distinction Texas courts have been working out since the 1940s. When someone is hurt on another's property, the law asks a threshold question: was the injury caused by something the defendant was doing or not doing when the accident happened, or by a dangerous condition on the property itself? If it's the first instance, then it's general negligence claim. If it's the second instance, then it's a premises liability claim. Courts sometimes shorthand this as malfeasance versus nonfeasance, but the real dividing line is what caused the injury: the way ongoing work was being performed, or a dangerous condition of the property that was left unaddressed.

The distinction matters because the two claims come with different elements and different defenses, and most importantly, the premises liability path is typically harder for a plaintiff to prove. A negligent activity claim is ordinary negligence: the plaintiff must show the defendant failed to use reasonable care and caused the injury. A premises liability claim demands more. The plaintiff must also prove the owner or person controlling the property (i.e. general contractor) knew, or reasonably should have known, about the dangerous condition. Moreover, a premises liability claim runs into specific defenses, like the "open and obvious" doctrine discussed below, which can eliminate the duty entirely. This gap in difficulty explains why plaintiff attorneys regularly attempt to couch premises liability claims as negligence claims, even when it doesn't work.

JMI Contractors addresses such attempts head on. The Court explained that the judge, not the lawyers, decides which category a claim belongs in, and the label on the lawsuit does not control. What controls is the substance of the claim, meaning what the plaintiff is really complaining about. Medellin tried to couch his claim as general negligence by saying he was instructed to pull the material near the roof's edge. The Court saw it differently. Pulling roofing material across a roof is not dangerous by itself; it became dangerous only because of the unguarded edge. In this context, Medellin's real complaint was that JMI Contractors failed to make the roof's edge safe, which is a complaint of an unsafe condition i.e. a premises liability claim.

Notably, the Court also explained why no separate negligent activity claim could survive. The instruction to pull the material came from another independent contractor on the roof, not from a JMI Contractors employee or agent. And while the jury did find that JMI Contractors exercised “some control” over fall protection at the site, the Court held that a general finding like that is not enough. Building on its prior decisions, the Court limited activity-based liability to a narrow situation: the defendant took significant control of the specific task that hurt the plaintiff and made it more dangerous in the process. Having safety policies, keeping safety personnel on site, or passing on extra precautions will not give rise to the level of control needed for a general negligence claim.

Issue Two: No Necessary-Use Exception for Independent Contractors

The second issue the Court addressed is the one likely to shift liability most directly.

Texas has long followed what is now called the open and obvious doctrine: a property owner or person in control of the property generally owes no duty to protect a visitor from a dangerous condition that a reasonably careful person could plainly see. The logic is common sense. If you can see the hazard as clearly as the owner can, the law expects you to avoid it.

But what if you can see danger and still not avoid it? That is where the “necessary-use” exception comes in. It grew out of a 1978 case where a woman fell down a dark, uneven stairway. Though it was open and obvious that the stairway was dark and tripping was a risk, that was the *only* stairway to exit the apartment. The court allowed recovery despite the open and obvious hazard because the woman had no choice but to face such hazard and the owner should have known they could not protect themselves.

Whether that exception covers independent contractors on construction sites had never quite been settled. The Court expressed doubt twice, in *Moritz* in 2008 and *SandRidge* in 2022, but never squarely ruled. In *JMI Contractors*, it did: the necessary-use exception is not available to independent contractors.

The Court’s reasoning tracks how the construction industry works. Independent contractors are hired precisely because they know their trade. They should size up the work before accepting it, bring their own equipment, decide how to do the job safely via means and methods, and, critically, keep the freedom to walk away from work they consider too dangerous. An unguarded edge is a plain, visible feature of nearly every roofing job. Medellin, a roofer, knew the risks, had years of roofing experience, and brought his own tools to the site. In the Court’s view, letting him claim he was “unable” to protect himself from the defining hazard of his trade would turn the normal arrangement upside down.

What This Means for Construction Companies

The bottom line of *JMI Contractors* is clear guidance on who carries the risk of certain jobsite injuries. Responsibility for the open, visible hazards that come with construction work, such as edges, heights, excavations, heavy materials, and energized equipment, very likely rests with the independent contractors who take on that work, not with the owners and general contractors above them in the chain.

For owners and general contractors, that means less exposure, but not a free pass, and the difference comes down to how you operate. Hidden dangers can still support a claim, so identifying and disclosing hazards still matters. More importantly, the risk that remains comes from what your people do on site: a general contractor whose supervisors take over the details of how a trade contractor does its work, and make that work more dangerous in the process, can still be on the hook under the retained-control doctrine. The lesson is discipline, not disengagement. Keep your safety programs strong. The Court confirmed that safety manuals, safety personnel, and general oversight do not by themselves create liability. Train your personnel on the line between enforcing site-wide safety standards and directing a contractor's means and methods. Make sure your contracts and daily records show clearly who owns which safety responsibilities. If an incident happens, that paper trail will matter.

For subcontractors and independent tradespeople, the decision confirms that known jobsite hazards are yours to manage. That should show up in how you run your business: price work with that risk in mind, treat fall protection and other controls as a cost of doing business rather than someone else's job, and take seriously the right to walk away from unsafe work, a freedom the Court treated as central to its ruling. Insurance deserves a hard look, too. Contractors working as sole proprietors without workers' compensation or occupational accident coverage should understand that, after *JMI Contractors*, suing the general contractor or owner over an injury caused by an obvious hazard is largely off the table. The safety net, to the extent there is one, is the one you build yourself.

For everyone in the chain, expect injury risk to become a more visible part of contract negotiations. The parties taking on more of it will look to price it, insure it, or push it back, and the parties shedding it will want their agreements and site practices to keep the protection this ruling gives them.

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