

FIRST DISTRICT COURT OF APPEAL OF FLORIDA

James v. Hernandez, Premier Construction-Residential, LLC

No. 1D2025-0015 (Fla. 1st DCA May 20, 2026) · No. 1D2025-0015 · Decided May 20, 2026

SUMMARY

The Florida First District Court of Appeal affirmed summary judgment for Premier Construction-Residential, LLC in a negligence action arising from a bicycle-vehicle collision. The court held that the record contained no significantly probative evidence that Premier controlled the methods by which Abraham Hernandez, a painting subcontractor, performed his work, rather than merely controlling scheduling, outcomes, and project specifications. Accordingly, Hernandez was an independent contractor and Premier was not vicariously liable for his alleged negligence.

CASE DETAILS

COURT	First District Court of Appeal of Florida
WRITING FOR THE COURT	Rowe, J.; Lewis, J.; Nordby, J.
JURISDICTION	Florida First District Court of Appeal
DECIDED	May 20, 2026
DOCKET	1D2025-0015
DISPOSITION	affirmed
PROCEDURAL POSTURE	Jeffrey James appealed a final summary judgment entered in favor of Premier Construction-Residential, LLC, in James's negligence action alleging that Premier was vicariously liable for the conduct of Abraham Hernandez, Jr.
STANDARD OF REVIEW	De novo review of an order granting summary judgment.
PRECEDENTIAL VALUE	Published opinion of the Florida First District Court of Appeal
PARTIES	Jeffrey James v. Abraham Hernandez, Jr., individually, Premier Construction-Residential, LLC, d/b/a Premier Fine Homes, Premier Waterproofing & Painting, LLC

TOPICS

- vicarious liability
- summary judgment
- construction law
- negligence
- standard of review

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court properly granted summary judgment to Premier on the issue of whether Hernandez was Premier's agent or an independent contractor.
2. Whether the evidence that Premier scheduled work, specified paint colors, directed sequencing, addressed repairs, and provided limited training created a genuine dispute of material fact concerning Premier's control over Hernandez's methods of performing the painting work.

HOLDINGS

1. Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law; evidence that is merely colorable or not significantly probative does not preclude summary judgment.
2. Premier was not vicariously liable for Hernandez because the record established that Hernandez was an independent contractor, not Premier's agent. The relevant inquiry focused on Premier's right to control the manner and method of Hernandez's work, not merely on Premier's coordination of schedules, deadlines, locations, or desired outcomes.

KEY QUOTATIONS

“The test for the existence of a genuine factual dispute is whether ‘the evidence is such that a reasonable jury could return a verdict for the nonmoving party.’” (at 2)

“In other words, when the evidence from the nonmoving party ‘is merely colorable or is not significantly probative, summary judgment may be granted.’” (at 2)

“If the employer’s right to control the activities of an employee extends to the manner in which a task is to be performed, then the employee is not an independent contractor, but rather is an agent for whose negligence the principal is vicariously liable.” (at 3)

“No reasonable jury could find that Hernandez was not an independent contractor, as the record is devoid of evidence that Premier controlled Hernandez’s methods of painting.” (at 6)

FACTUAL BACKGROUND

Jeffrey James was seriously injured when his bicycle collided with a vehicle driven by Abraham Hernandez, Jr., near the intersection of Fletcher Oaks Road and Pedrick Road in Tallahassee. Hernandez owned Premier Waterproofing & Painting, LLC, a painting subcontractor for Premier Construction-Residential, LLC, and was traveling between Premier job sites when the collision occurred. James alleged that Hernandez was Premier's agent and that Premier was vicariously liable for Hernandez's actions. The record showed that Hernandez operated through his own business, was paid per completed home, obtained his own insurance, hired and paid his own workers, used his own truck and painting equipment, purchased his own paint, and retained discretion over his painting methods and brands.

PROCEDURAL HISTORY

James sued Hernandez, Premier Waterproofing & Painting, LLC, and Premier Construction-Residential, LLC, asserting that Hernandez was Premier's agent and that Premier was vicariously liable for Hernandez's negligence. Premier moved for summary judgment, arguing that Hernandez was an independent contractor rather than an agent. The Leon County Circuit Court granted the motion and entered final summary judgment for Premier; the First District Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- Smith v. Westdale Asset Mgmt., Ltd., 353 So. 3d 108, 110 (Fla. 1st DCA 2022)
- Anderson v. Sch. Bd. of Escambia Cnty., 416 So. 3d 427, 431 (Fla. 1st DCA 2025)
- In re Amends. to Fla. Rule of Civ. Proc. 1.510, 317 So. 3d 72, 75–76 (Fla. 2021)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249–50 (1986)
- Casey v. Mistral Condo. Ass'n, 380 So. 3d 1278, 1286 (Fla. 1st DCA 2024)
- Del Pilar v. DHL Glob. Customer Sols. (USA), Inc., 993 So. 2d 142, 145–46 (Fla. 1st DCA 2008)
- Saudi Arabian Airlines Corp. v. Dunn, 438 So. 2d 116, 119 (Fla. 1st DCA 1983)
- Gradia v. Baptist Hosp., Inc., 345 So. 3d 385, 387 (Fla. 1st DCA 2022)
- Parker v. Domino's Pizza, Inc., 629 So. 2d 1026, 1027 (Fla. 4th DCA 1993)
- Villazon v. Prudential Health Care Plan, Inc., 843 So. 2d 842, 853 n.10, 854 n.11 (Fla. 2003)
- Stoll v. Noel, 694 So. 2d 701, 703 (Fla. 1997)
- Kansas v. Nebraska, 574 U.S. 445, 475 (2015) (Scalia, J., concurring in part and dissenting in part)
- Justice v. Belford Trucking Co., Inc., 272 So. 2d 131, 134 (Fla. 1972)
- McGillis v. Dep't of Econ. Opportunity, 210 So. 3d 220, 224 (Fla. 3d DCA 2017)
- Blue v. Weinert, 284 So. 3d 1176, 1178 (Fla. 1st DCA 2019)
- Lenox v. Sound Ent., Inc., 470 So. 2d 77, 78 (Fla. 2d DCA 1985)
- Messer v. Dep't of Lab. & Emp. Sec., 500 So. 2d 1372, 1373 (Fla. 5th DCA 1987)