

TEXAS COURT OF APPEALS, THIRTEENTH DISTRICT, CORPUS CHRISTI–
EDINBURG

Jean Bowman v. Rawhide Welding Service, LLC

No. 13-24-00448-CV (Tex. App.—Corpus Christi–Edinburg Mar. 19, 2026) (mem. op.) · No. 13-24-00448-CV ·
Decided March 19, 2026

SUMMARY

The Texas Thirteenth Court of Appeals affirmed summary judgment for Rawhide Welding Service, LLC in Jean Bowman's premises-liability suit arising from injuries caused by a chuckwagon fly pole. The court held that Bowman produced no evidence of an agency relationship between Rawhide and Eugene Kotzur, and therefore her related negligence, negligent undertaking, negligent entrustment, and vicarious-liability claims also failed.

CASE DETAILS

COURT	Texas Court of Appeals, Thirteenth District, Corpus Christi–Edinburg
WRITING FOR THE COURT	Chief Justice Jaime Tijerina; Justice Peña; Justice West
JURISDICTION	Texas Court of Appeals, Thirteenth District, Corpus Christi–Edinburg
DECIDED	March 19, 2026
DOCKET	13-24-00448-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Bowman appealed the trial court's order granting Rawhide's hybrid traditional and no-evidence motion for summary judgment in a premises-liability suit.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. For a hybrid traditional and no-evidence motion, the court first reviews the no-evidence grounds. The evidence is viewed in the light most favorable to the nonmovant, and summary judgment is proper unless the nonmovant produces more than a scintilla of evidence raising a genuine issue of material fact on each challenged element.
PRECEDENTIAL VALUE	Published memorandum opinion; precedential status identified as published in the supplied metadata.
PARTIES	Jean Bowman v. Rawhide Welding Service, LLC

TOPICS

premises liability

summary judgment

vicarious liability

negligence

appellate procedure

PRACTICE AREAS

Torts

Civil Procedure

Appellate Procedure

QUESTIONS PRESENTED

1. Whether the summary judgment evidence raised a genuine issue of material fact that Rawhide and Kotzur had a principal-agent relationship.
2. Whether, absent evidence of an agency relationship, Bowman's premises-liability, negligence, negligent-entrustment, negligent-undertaking, and vicarious-liability claims could proceed.

HOLDINGS

1. Bowman failed to produce more than a scintilla of evidence that Rawhide communicated authority to Kotzur, authorized him to transact business on Rawhide's behalf, or controlled his affairs; therefore, the summary judgment evidence did not raise a genuine issue of material fact regarding agency.
2. Because Bowman failed to raise a fact issue on agency, her remaining vicarious-liability, negligence, premises-liability, negligent-entrustment, and negligent-undertaking claims against Rawhide failed.

KEY QUOTATIONS

“Authority to act on the principal’s behalf and control are the two essential elements of agency.” (at 4)

“The bare assertion of agency made solely by the party claiming the relationship is not sufficient to defeat a motion for summary judgment.” (at 5)

FACTUAL BACKGROUND

Rawhide's founder and former operator, Eugene Kotzur, used a chuckwagon and canvas fly at cookoff events. At a May 2021 competition, a strong wind dislodged the chuckwagon's center pole, which struck Jean Bowman in the head and caused a traumatic brain injury. Although Rawhide had paid Kotzur's entry fees at that and other events, the evidence showed that Kotzur had retired from Rawhide, transferred management to his daughter, and was not shown to have acted for or under the control of Rawhide at the event.

PROCEDURAL HISTORY

Bowman sued Eugene Kotzur individually and Rawhide Welding Service, LLC, asserting premises liability, negligence, negligent entrustment, negligent undertaking, and vicarious liability. The trial court granted Rawhide's motion for summary judgment and dismissed Bowman's claims against it; Bowman later dismissed her claims against Kotzur with prejudice. Bowman appealed, and the court of appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Salazar v. Ramos, 361 S.W.3d 739, 745-46 (Tex. App.—El Paso 2012, pet. denied)
- First Nat'l Acceptance Co. v. Bishop, 187 S.W.3d 710, 714 (Tex. App.—Corpus Christi—Edinburg 2006, no pet.)
- Crooks v. M1 Real Est. Partners, Ltd., 238 S.W.3d 474, 483 (Tex. App.—Dallas 2007, pet. denied)
- Suzlon Energy Ltd. v. Trinity Structural Towers, Inc., 436 S.W.3d 835, 841 (Tex. App.—Dallas 2014, no pet.)
- Reliant Energy Servs. v. Cotton Valley Compression, L.L.C., 336 S.W.3d 764, 783 (Tex. App.—Houston [1st Dist.] 2011, no pet.)
- Gaines v. Kelly, 235 S.W.3d 179, 182 (Tex. 2007)
- Exxon Mobil Corp. v. Rincones, 520 S.W.3d 572, 589-90 (Tex. 2017)
- Fred Loya Ins. Agency, Inc. v. Cohen, 446 S.W.3d 913, 920 (Tex. App.—El Paso 2014, pet. denied)
- United Residential Properties, L.P. v. Theis, 378 S.W.3d 552, 563-64 (Tex. App.—Houston [14th Dist.] 2012, no pet.)
- Walker Ins. Servs. v. Bottle Rock Power Corp., 108 S.W.3d 538, 549-50 (Tex. App.—Houston [14th Dist.] 2003, no pet.)
- 4Front Engineered Sols. v. Rosales, 505 S.W.3d 905, 909 (Tex. 2016)
- Lippert Components, Inc. v. Williams, No. 01-22-00501-CV, 2025 WL 1256624, at *10 (Tex. App.—Houston [1st Dist.] May 1, 2025, no pet.) (mem. op.)