

IDAHO FALLS, WEDNESDAY, OCTOBER 14, 2026, AT 11:15 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

JULIE MCKINNEY, an individual.

Plaintiff-Appellant,

V.

Docket No. 53181

**IDFALLS, LLC, dba FAIRWINDS –
SANDCREEK.**

Defendant-Respondent.

Appeal from the District Court of the Seventh Judicial District of the State of Idaho,
Bonneville County. Michael J. Whyte, District Judge.

Curtis, Porter & Adams PA, Idaho Falls, for Appellant.

Anderson, Julian & Hull, Boise, for Respondent.

This appeal concerns the dismissal of a negligence action seeking personal injury damages after the district court determined that Julie McKinney was a statutory employee of ID Falls, LLC, dba Fairwinds-Sandcreek (“Fairwinds”) under Idaho’s workers compensation laws and that her claim was therefore subject to the exclusive-remedy rule. McKinney is a registered nurse employed by Eden Home Health. Fairwinds is a senior living facility who contracts with Eden Home Health to provide medical care personnel, including nurses. In March 2022, after visiting a patient at Fairwinds, McKinney slept and fell on ice as she exited the building, sustaining several injuries. She filed a workers’ compensation claim with Eden Home Health, which was paid, and a complaint against Fairwinds for negligence. Her claim against Fairwinds was dismissed by the district court after it found that because Fairwinds and Eden Home Health had a contract and McKinney was a direct employee of Eden Home Health, McKinney was a subcontractor of Fairwinds. As such, it ruled that she a statutory employee under Idaho’s worker’s compensation scheme.

On appeal, McKinney argues that the district court erred by determining that she is a subcontractor of Fairwinds. First, she asserts that under Idaho Code section 72-102(12)(a), an employer is defined as one who hires another to perform services. She argues that under the contract between Fairwinds and Eden Home Health, neither Eden Home Health nor McKinney were hired to perform services, but to coordinate services for the residents. Next, McKinney argues that Fairwinds is not a category one statutory employer, because their relationship is an independent contractor relationship, not a contractor or subcontractor relationship. In addition, she

asserts that Fairwinds is not a category two statutory employer, because McKinney provided different services than that offered by Fairwinds. Finally, McKinney argues that Fairwinds can be held liable as an independent contractor, because it did not control the time, manner, and method by which she executed her work.