

Cleveland Clinic Florida Hosp. v. **Lamkin**
Fla.App. 4 Dist.,2008.

District Court of Appeal of Florida,Fourth District.

CLEVELAND CLINIC FLORIDA HOSPITAL,
Appellant,

v.

Karon **LAMKIN**, LPN, and Med-Staff, Inc., Ap-
pellees.

No. 4D07-2461.

Aug. 13, 2008.

Appeal from the Circuit Court for the Seventeenth
Judicial Circuit, Broward County; [Victor Tobin](#),
Judge; L.T. Case No. 03-22250 CA 02.

[James C. Sawran](#) and [Robert C. Weill](#) of McIntosh,
Sawran, Peltz & Cartaya, P.A., Fort Lauderdale, for
appellant.

[Maureen G. Percy](#) and [Andrew E. Grigsby](#) of Hin-
shaw & Culbertson LLP, Miami, for appellees.

PER CURIAM.

We reverse the summary judgment on the common
law and contractual indemnity claims. Whether
Cleveland Clinic was actively negligent remains a
disputed issue of fact. If it was without fault, it is
entitled to common law indemnity, *see Dade
County Sch. Bd. v. Radio Station WQBA*, 731 So.2d
638, 642 (Fla.1999), and to contractual indemnifica-
tion under paragraph 15 of the staffing agreement.
We disagree with the reading of paragraph 15 that
indemnification hinges on the entry of a judgment
against **Cleveland** Clinic. This interpretation ig-
nores the language that Med-Staff “shall indemnify
Hospital ... for any liability, loss, cost, expense or
damage whatsoever caused by reason of any *815
act, neglect, default or omission of Agency or any
of its agents.”

Reversed.

STEVENSON, GROSS and MAY, JJ., concur.

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987 So.2d 814, 33 Fla. L. Weekly D1979

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