

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT  
*July Term 2008*

**CLEVELAND CLINIC FLORIDA HOSPITAL,**  
Appellant,

v.

**KARON LAMKIN, LPN, and MED-STAFF, INC.,**  
Appellees.

No. 4D07-2461

[August 13, 2008]

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 indemnification 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 ignores the language that Med-Staff “shall indemnify Hospital . . . for any liability, loss, cost, expense or damage whatsoever caused by reason of any act, neglect, default or omission of Agency or any of its agents.”

*Reversed.*

STEVENSON, GROSS and MAY, JJ., concur.

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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 Hinshaw & Culbertson LLP, Miami, for appellees.

***Not final until disposition of timely filed motion for rehearing.***