

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

MANOR CARE, INC.; MANOR CARE)
OF AMERICA, INC.; MANORCARE)
HEALTH SERVICES, INC.; MANOR)
CARE OF BOYNTON BEACH, INC.;)
PAMELA M. COX; LINDA HARKER)
a/k/a LINDA RAE HARKER; DOUGLAS)
POTTS; CATHY SPRAGUE a/k/a)
CATHY ANN SPRAGUE; JACQUELINE)
PERSHING a/k/a JACQUELINE)
LOUISE PERSHING; DEBORAH)
GOWING a/k/a DEBORAH KAY)
GOWING; BRENDA HEBDEN a/k/a)
BRENDA SUE HEBDEN; and)
MARGARET THURSTON as to)
MANORCARE HEALTH SERVICES,)

Appellants,)

v.)

THE ESTATE OF MARY LYNN)
KUHN, by and through DOUGLAS B.)
STALLEY, Personal Representative,)

Appellee.)
_____)

Case No. 2D08-267

Opinion filed November 25, 2009.

Appeal pursuant to Fla. R. App. P. 9.130
from the Circuit Court for Lee County;
Sherra Winesett, Judge.

Sylvia H. Walbolt, Matthew J.
Conigliaro, Edward W. Collins, and
Annette Marie Lang of Carlton Fields,
P.A., St. Petersburg, for Appellants.

Isaac R. Ruiz-Carus of Wilkes & McHugh, P.A., Tampa, and Susan B. Morrison of Law Offices of Susan B. Morrison, P.A., Tampa, for Appellee.

NORTHCUTT, Judge.

Manor Care, Inc., and related entities and employees appeal a nonfinal order denying their motion to compel arbitration in this suit by the Estate of Mary Lynn Kuhn. The circuit court concluded that the arbitration agreement was unenforceable because its limits of liability violated public policy. However, this court has directed that arbitrators should, in the first instance, decide whether an arbitration agreement violates public policy. See Rollins, Inc. v. Lighthouse Bay Holdings, Ltd., 898 So. 2d 86 (Fla. 2d DCA 2005); see also Jaylene, Inc. v. Steuer, No. 2D07-5305 (Fla. 2d DCA Nov. 13, 2009). Accordingly, we reverse the order denying the motion to compel arbitration.

Reversed and remanded for further proceedings consistent with this opinion.

VILLANTI and CRENSHAW, JJ., Concur.