

SIXTH DISTRICT COURT OF APPEAL OF FLORIDA

Walgreen Company v. Monica Pappalardo and Dynaserv Florida, LLC

Walgreen Company v. Monica Pappalardo and Dynaserv Florida, LLC · No. 6D2023-3091 · Decided June 5, 2026

SUMMARY

The Sixth District Court of Appeal of Florida reviewed summary judgments involving Walgreen Company’s contractual indemnity crossclaim against Dynaserv Florida, LLC. The court held that the contractual indemnity claim depended on the express terms of the agreement and was not precluded by Dynaserv’s lack of tort duty to the injured plaintiff or by the plaintiff’s allegation that Walgreen breached a non-delegable duty. The court reversed the judgment against Walgreen on the Count V Crossclaim and affirmed the remaining judgments and orders.

CASE DETAILS

COURT	Sixth District Court of Appeal of Florida
WRITING FOR THE COURT	White, J.; Traver, C.J.; Mize, J.
JURISDICTION	Sixth District Court of Appeal of Florida
DECIDED	June 5, 2026
DOCKET	6D2023-3091
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Walgreen appealed final judgments entered after the trial court granted Dynaserv's motions for summary judgment, including partial summary judgment on Walgreen's contractual indemnity crossclaim.
STANDARD OF REVIEW	Summary judgment and contract interpretation are reviewed de novo.
PRECEDENTIAL VALUE	published
PARTIES	Walgreen Company v. Monica Pappalardo, Dynaserv Florida, LLC

TOPICS

- summary judgment
- contract interpretation
- contracts
- appellate procedure
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court properly granted summary judgment against Walgreen on its contractual indemnity crossclaim based on the conclusion that Dynaserv owed no tort duty to Pappalardo.
2. Whether the allegations that Walgreen breached a non-delegable duty precluded Walgreen's contractual indemnity claim.
3. Whether Dynaserv met its initial summary-judgment burden by addressing Walgreen's allegation that Dynaserv breached its contractual notification obligation.

HOLDINGS

1. A contractual indemnity claim is governed by the express terms of the indemnification agreement, so whether Dynaserv owed a tort duty to Pappalardo was irrelevant to the validity of Walgreen's contractual indemnity crossclaim.
2. The allegations in Pappalardo's negligence claim against Walgreen could not vitiate Walgreen's contractual indemnity claim against Dynaserv.
3. Dynaserv was not entitled to summary judgment because it neither produced evidence that it complied with the contractual notification obligation nor pointed out that Walgreen lacked evidence to prove noncompliance.

KEY QUOTATIONS

“Unlike common law indemnity, ‘contractual indemnity is not concerned with ‘special relationships’ or vicarious, constructive, derivative or technical liability; it is concerned with the express terms of the agreement to indemnify.’” (at 6)

“Therefore, the Count V Crossclaim’s validity turns on the terms of the indemnification provision—whether Dynaserv owed a duty to Plaintiff is irrelevant.” (at 7)

“Simply put, a defendant may have no tort duty to a non-party to a contract but still have a contractual duty to a party to a contract.” (at 8)

FACTUAL BACKGROUND

Pappalardo alleged that she tripped and fell on a raised, uneven portion of the sidewalk beside a Walgreen store. Walgreen's contract with Dynaserv required Dynaserv to inspect the premises, report safety issues, and notify Walgreen of noticeable defects and hazards. Walgreen alleged that Dynaserv failed to notify it of the raised sidewalk condition and sought contractual indemnity for resulting third-party claims and losses.

PROCEDURAL HISTORY

Monica Pappalardo sued Walgreen and Dynaserv for negligence arising from her trip and fall on an uneven sidewalk. Walgreen asserted several crossclaims against Dynaserv, including a contractual indemnity claim alleging that Dynaserv failed to notify Walgreen of the hazardous sidewalk condition. After Dynaserv obtained

summary judgment against Pappalardo, the trial court granted Dynaserv partial summary judgment on the indemnity crossclaim and later entered final judgments against Pappalardo and Walgreen. Walgreen timely appealed.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the final judgment and order against Walgreen as to the Count V Crossclaim only, and remand for further proceedings consistent with the opinion. Affirm the appealed final judgments and orders in all other respects.

CASES CITED

- Pial Holdings, LTD v. Riverfront Plaza, LLC, 379 So. 3d 547, 550 (Fla. 6th DCA 2024)
- In re Amends. to Fla. R. Civ. P. 1.510, 317 So. 3d 72, 73-75 (Fla. 2021)
- Bedford v. Doe, 880 F.3d 993, 996-97 (8th Cir. 2018)
- Dade Cnty. Sch. Bd. v. Radio Station WQBA, 731 So. 2d 638, 643 (Fla. 1999)
- Crawford v. Barker, Crawford v. Barker, 64 So. 3d 1246, 1255 (Fla. 2011)
- Penzer v. Transp. Ins., 29 So. 3d 1000, 1005 (Fla. 2010)
- Camp, Dresser & McKee, Inc. v. Paul N. Howard Co., 853 So. 2d 1072, 1077 (Fla. 5th DCA 2003)
- Highwoods Props., Inc. v. Millar Elevator Serv. Co., 247 So. 3d 639, 643 (Fla. 1st DCA 2018)
- Cascante v. 50 State Sec. Serv., Inc., 300 So. 3d 283, 284-88 (Fla. 3d DCA 2019)