

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

RENE MANTILLA,
Appellant,

v.

**RAUL HERNANDEZ FABIAN; MULTICULTURAL COMMUNITY MENTAL
HEALTH CENTER, INC.; MANUEL SUAREZ; and MANUEL SUAREZ &
ASSOCIATES, P.A.,**
Appellees.

No. 4D18-2429

[November 20, 2019]

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Cymonie S. Rowe, Judge; L.T. Case No. 50-2014-CA-010389-XXXX-MB.

Angelo Marino, Jr. and William H. Brennan, III of Angelo Marino, Jr., P.A., Fort Lauderdale, for appellant.

Thomas Regnier of Tom Regnier Appeals, P.A., Sunrise, for appellee Raul Hernandez Fabian.

PER CURIAM.

Rene Mantilla appeals an order granting summary judgment in favor of Raul Hernandez Fabian. Mantilla and Fabian jointly owned a business, and Mantilla eventually sold his fifty percent interest to Fabian. Mantilla later sued Fabian and other defendants alleging fraud in the inducement of the sale documents, among other claims. The trial court granted summary judgment based on a release executed at the time of the sale. We reverse.

“[O]ur supreme court has spoken clearly that no contract provision can preclude rescission on the basis of fraud in the inducement unless the contract provision explicitly states that fraud is not a ground for rescission.” *Lower Fees, Inc. v. Bankrate, Inc.*, 74 So. 3d 517, 520 (Fla. 4th DCA 2011) (citing *Oceanic Villas, Inc. v. Godson*, 4 So. 2d 689, 690 (Fla. 1941)). Because the release at issue does not “specifically and explicitly negate[] the right to bring” a fraudulent inducement claim, we reverse and

remand for further proceedings. *See id.*

Reversed and remanded for further proceedings.

CIKLIN, GERBER and FORST, JJ., concur.

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Not final until disposition of timely filed motion for rehearing.