

Third District Court of Appeal

State of Florida

Opinion filed August 19, 2020.
Not final until disposition of timely filed motion for rehearing.

No. 3D19-497
Lower Tribunal No. 18-18551

Alean Machado,
Appellant,

vs.

Tania E. Masvidal and
New Life Clinical Services, Inc.,
Appellees.

An Appeal from the Circuit Court for Miami-Dade County, David C. Miller,
Judge.

The Bravo Law Firm, PLLC, and Jason Bravo; Garcia-Menocal, Irias &
Pastori, LLP, and Jorge Garcia-Menocal, for appellant.

Law Office of Alexander Alvarez, Alexander Alvarez and Anamari C. Del
Rio, for appellees.

Before EMAS, C.J., and HENDON and GORDO, JJ.

PER CURIAM.

Affirmed. See Paulucci v. Gen. Dynamics Corp., 842 So. 2d 797, 803 (Fla. 2003) (“[T]he extent of the court’s continuing jurisdiction to enforce the terms of the settlement agreement is circumscribed by the terms of that agreement.”); id. at 803 n.5 (“[I]n cases where the approval of the settlement agreement is by order rather than by incorporating the terms into a final judgment, the statement in the order that the trial court expressly retains jurisdiction to enforce its terms makes it clear that all parties and the court contemplated an express retention of jurisdiction rather than the necessity of an independent lawsuit.”); Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979) (“Without a record of the trial proceedings, the appellate court can not properly resolve the underlying factual issues so as to conclude that the trial court’s judgment is not supported by the evidence or by an alternative theory. Without knowing the factual context, neither can an appellate court reasonably conclude that the trial judge so misconceived the law as to require reversal.”).