

NOT FINAL UNTIL TIME EXPIRES
TO FILE REHEARING MOTION
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JULY TERM A.D., 2004

PHILIP DEPASQUALE,
Appellant,
vs.
FATIMA UPEGUI,
Appellee.

**
**
** CASE NO. 3D04-1569
** LOWER
** TRIBUNAL NO. 01-10867
**

Opinion filed September 29, 2004.

An Appeal from the Circuit Court for Miami-Dade County,
Gisela Cardonne Ely, Judge.

Lawrence J. Roberts, for appellant.

Fatima Upegui, in proper person.

Before COPE, GERSTEN, and GREEN, JJ.

PER CURIAM.

Philip Depasquale ("Depasquale") appeals the trial court's
order vacating a signed and sealed mediation agreement. We
reverse.

At a court ordered mediation, the parties reached a settlement agreement. The agreement was reduced to writing and executed by both sides and their attorneys. Having met the requirements of Florida Rule Civil Procedure 1.730 (b), we find this to be a binding settlement agreement. See Fla. R. Civ. P. 1.730(b); Jordan v. Adventist Health System/Sunbelt Inc., 656 So. 2d 200 (Fla. 5th DCA 1995). As there was no basis to set aside the mediation agreement, we determine the trial court committed reversible error. Accordingly, we reverse and remand with instructions to reinstate the mediation agreement.

Reversed and remanded.