

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

JULY TERM 2010

JOHNNY WINEGLASS,

Appellant,

v.

CASE NO. 5D10-1613

VALERIE WINEGLASS,

Appellee.

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Opinion filed December 3, 2010

Appeal from the Circuit Court
for Orange County,
Janet C. Thorpe, Judge.

Johnny Wineglass, Orlando, pro se.

No Appearance for Appellee.

PER CURIAM.

Johnny Wineglass appeals, pro se, from a final judgment of dissolution of marriage, challenging the alimony amount of \$150.00 per month which he is required to pay his former wife for a period of ten years. The final judgment was entered pursuant to a mediated settlement agreement in which Wineglass agreed to make the monthly \$150.00 alimony payments. Because the final judgment was lawfully entered in accordance with Wineglass' own agreement, he is not entitled to any relief on appeal. *Cf. Petracca v. Petracca*, 706 So. 2d 904, 911 (Fla. 4th DCA 1998) ("Obviously under Florida's common law, it is ordinarily not the province of judges to say whether a

voluntary agreement is fair to one of the contracting parties. Courts are obligated to uphold even hard or bad bargains freely made without fraud or coercion, so long as they are not against public policy."). Additionally, we note that we are not permitted to consider the non-record facts that Wineglass attempts to present in support of his argument on appeal. See *Brayton v. Brayton*, 35 Fla. L. Weekly D2333 n.1 (Fla. 5th DCA 2010).

AFFIRMED.

GRIFFIN, ORFINGER, and LAWSON, JJ., concur.