

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

RUTH Y. SIMMERS,)	
)	
Appellant/Cross-Appellee,)	
)	
v.)	Case No. 2D02-3832
)	
WILLIAM E. SIMMERS,)	
)	
Appellee/Cross-Appellant.)	
_____)	

Opinion filed July 9, 2003.

Appeal from final judgment and nonfinal order of the Circuit Court for Pinellas County; Amy M. Williams, Acting Circuit Judge, and Robert J. Morris, Jr., Judge.

Joseph R. Park and Michael J. Park of Park and Ossian, P.A., Clearwater, for Appellant/Cross-Appellee.

Wayne J. Boyer of Boyer and Schiltz, P.A., Dunedin, for Appellee/Cross-Appellant.

PER CURIAM.

In this appeal from a final judgment of dissolution of marriage, we affirm that portion of the judgment that denied the wife's challenge to the parties' antenuptial agreement. We also affirm that portion of the judgment that denied the husband's request for an award of attorney's fees, finding that this issue is controlled by our recent

decision in Lashkajani v. Lashkajani, 28 Fla. L. Weekly D1400 (Fla. 2d DCA June 13, 2003). As we did in that case, we certify the following question as one of great public importance.

MAY THE PARTIES, BY AN EXPRESS PROVISION IN A PRENUPTIAL AGREEMENT, CONTRACT AWAY A FUTURE OBLIGATION TO PAY ATTORNEY'S FEES AND COSTS DURING THE TERM OF THE MARRIAGE BY PROVIDING FOR PREVAILING PARTY ATTORNEY'S FEES IN ACTIONS SEEKING TO ENFORCE OR PREVENT THE BREACH OF THE PRENUPTIAL AGREEMENT?

Affirmed; question certified.

FULMER and VILLANTI, JJ., and THREADGILL, EDWARD F., SENIOR JUDGE,
Concur.