

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

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

JENNIFER L. ARNSPERGER,)
)
Appellant/Cross-Appellee,)
)
v.)
)
C. BRADY ARNSPERGER,)
)
Appellee/Cross-Appellant.)
_____)

Case No. 2D07-662

Opinion filed February 13, 2008.

Appeal from the Circuit Court
for Manatee County;
Janette Dunnigan, Judge.

Debra M. Salisbury of Law Office of
Debra M. Salisbury, P.A., Sarasota,
for Appellant/Cross-Appellee.

James E. Rawe of Law Office of
James E. Rawe, P.A., Bradenton,
for Appellee/Cross-Appellant.

FULMER, Judge.

Jennifer L. Arnsperger (the Wife) asked the circuit court to enforce the
terms of a marital settlement agreement between her and her husband C. Brady

Arnsperger (the Husband). The court found the agreement enforceable but declined to award attorney's fees to the Wife. The Wife's appeal challenges the court's failure to award her attorney's fees. The Husband has cross-appealed, challenging the court's determination of the validity and enforceability of the agreement. Although the trial court's findings are somewhat confusing, particularly in light of the ultimate legal conclusions reached, we must nevertheless affirm.

The Wife sought attorney's fees based on a default provision in the marital settlement agreement. However, the wife's motion to enforce the agreement did not allege any default, and the trial court's order determines only the validity of the marital settlement agreement. Therefore, we affirm the denial of fees because the attorney's fee provision relied on by the Wife does not support her claim.

On the Husband's cross-appeal, we affirm because our review must be confined to the arguments presented by the cross-appellant in his brief, none of which support a reversal.

Affirmed.

WHATLEY and SILBERMAN, JJ., Concur.