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anew with an evidentiary trial before the district court would be tantamount to encouraging grievants to simply go through the motions of the grievance process and then seek to litigate employee disciplinary matters in the district court. We conclude not only that such action would ignore the intent of the grievance process set forth in the collective bargaining agreement, but also that it would endorse a legal course of action that does not appear to have ever before been endorsed in our jurisdiction. We have discovered no prior authority for litigating under the guise of breach of contract an employee's dissatisfaction with his discipline, and Turnbull has pointed us to none. This further reaffirms our conclusion that Turnbull's action should properly be considered as an appeal of the discipline imposed and the denial of his grievance and not as an original breach of contract action.

V. CONCLUSION

We conclude that Turnbull's "breach of contract" action is more properly characterized as an attempt to appeal the administrative denial of his grievance concerning discipline imposed for his violation of safety policies. As a result, Turnbull was obligated to satisfy statutory prerequisites for perfecting jurisdiction in the district court through petition in error proceedings. He failed to do so, and the district court properly dismissed his action for want of jurisdiction. We affirm.

AFFIRMED.

MODEL INTERIORS, APPELLEE AND CROSS-APPELLANT, V.
2566 LEAVENWORTH, LLC, A CORPORATION, AND
MICHAEL MAPES, AN INDIVIDUAL, APPELLANTS
AND CROSS-APPELLEES.
809 N.W.2d 775

Filed May 31, 2011. No. A-10-776.

1. **Breach of Contract: Damages.** A suit for damages arising from breach of a contract presents an action at law.
2. **Judgments: Appeal and Error.** The trial court's factual findings in a bench trial of an action at law have the effect of a jury verdict and will not be set aside unless clearly erroneous.

3. ____: ____. In reviewing a judgment awarded in a bench trial of a law action, an appellate court does not reweigh evidence, but considers the evidence in the light most favorable to the successful party and resolves evidentiary conflicts in favor of the successful party, who is entitled to every reasonable inference deducible from the evidence.
4. **Contracts: Appeal and Error.** The construction of a contract is a matter of law, and an appellate court has an obligation to reach an independent, correct conclusion irrespective of the determinations made by the court below.
5. **Attorney Fees: Appeal and Error.** An appellate court will affirm a trial court's decision awarding or denying attorney fees absent an abuse of discretion.
6. **Judges: Words and Phrases.** A judicial abuse of discretion exists when reasons or rulings of a trial judge are clearly untenable, unfairly depriving a litigant of a substantial right and denying just results in matters submitted for disposition.
7. **Breach of Contract: Pleadings: Proof.** In order to recover in an action for breach of contract, the plaintiff must plead and prove the existence of a promise, its breach, damage, and compliance with any conditions precedent that activate the defendant's duty.
8. **Breach of Contract: Words and Phrases.** A breach is a nonperformance of a duty.
9. **Breach of Contract.** Whether or not a breach is material and important is a question of degree which must be answered by weighing the consequences of the breach in light of the actual custom of persons in the performance of contracts similar to the one involved in the specific case.
10. **Contracts: Actions: Substantial Performance.** To successfully bring an action on a contract, a plaintiff must first establish that the plaintiff substantially performed the plaintiff's obligations under the contract.
11. **Contracts: Substantial Performance.** Substantial performance may be established as long as any deviations from the contract are relatively minor and unimportant.
12. ____: ____. Substantial performance is shown when the following circumstances are established by the evidence: (1) The party made an honest endeavor in good faith to perform its part of the contract, (2) the results of the endeavor are beneficial to the other party, and (3) such benefits are retained by the other party. If any one of the circumstances is not established, the performance is not substantial and the party has no right to recover.
13. ____: ____. Substantial performance is a relative term and whether it exists is a question to be determined in each case with reference to the existing facts and circumstances.
14. **Unjust Enrichment.** The doctrine of unjust enrichment is recognized only in the absence of an agreement between the parties.
15. **Appeal and Error.** An appellate court is not obligated to engage in an analysis which is not needed to adjudicate the controversy before it.
16. **Attorney Fees: Appeal and Error.** A party may recover attorney fees and expenses in a civil action only when a statute permits recovery or when the Nebraska Supreme Court has recognized and accepted a uniform course of procedure for allowing attorney fees.

17. **Final Orders.** Generally, when a trial court clearly intends its order to serve as a final adjudication of the rights and liabilities of the parties, the order's silence on requests for relief can be construed as a denial of those requests.

Appeal from the District Court for Douglas County: JOHN D. HARTIGAN, JR., Judge. Affirmed.

John P. Passarelli and Amy L. Van Horne, of Kutak Rock, L.L.P., for appellants.

Anne Marie O'Brien and Angela J. Miller, of Lamson, Dugan & Murray, L.L.P., for appellee.

INBODY, Chief Judge, and IRWIN and MOORE, Judges.

MOORE, Judge.

INTRODUCTION

Model Interiors (Model) filed a complaint against Michael Mapes (Michael) and 2566 Leavenworth, LLC (collectively Mapes), in the district court for Douglas County, alleging breach of an oral contract and unjust enrichment. Mapes filed a counterclaim, also alleging breach of an oral contract and unjust enrichment. Cross-claims for fraudulent misrepresentation were voluntarily dismissed by the parties on the second day of trial, and we do not make further reference to these claims. Model was given leave at the start of trial to amend its complaint to include a construction lien foreclosure. The court entered judgment in favor of Model on each of its claims in the total amount of $77,183.62. Mapes has appealed, and Model has cross-appealed. Because we find that the district court was not clearly erroneous in determining Model substantially performed the contract and that the court did not abuse its discretion in failing to award attorney fees to Model, we affirm.

BACKGROUND

Mapes purchased real property located on Leavenworth Street in Omaha, Nebraska, with an abandoned, roofless shell of a building and began to plan a complete rehabilitation of the site. In June 2008, John and Shelley Biever, the owners of Model, entered into an oral contract with Mapes for interior

design services at the site. Under the terms of this contract, Model was to provide interior design services, materials, furniture, and products to Mapes in exchange for a design fee of $20,000 and a 20-percent markup on selected materials and products. The parties understood this to be a "'cost plus'" contract for services and payment. Mapes paid the $20,000 fee. The record shows that Model obtained approval from Michael or his wife for all decisions prior to ordering materials or services and that Michael was actively involved in every decision Model made on his behalf. After becoming dissatisfied with the progress of the work, Michael ordered Model off the property, leading to the present lawsuit.

Model filed a complaint in the district court, alleging that Mapes had breached the terms of the parties' oral contract and had been unjustly enriched thereby. Model sought judgment for $81,093.58, plus interest and attorney fees.

Mapes answered, generally denying the substantive assertions of Model's complaint, setting forth various affirmative defenses, and setting forth counterclaims for breach of contract and unjust enrichment. Mapes sought actual damages, as well as consequential and incidental damages, to be determined at trial, the return of all sums paid by Mapes to Model for its "incompetent and defective services," interest, and attorney fees.

Trial was held before the district court on January 7 through 8 and March 31, 2010. At the start of trial, Model's attorney sought and obtained leave to amend the complaint to add a claim under the construction lien statutes, Neb. Rev. Stat. §§ 52-125 to 52-159 (Reissue 2010). The court heard testimony from various witnesses and received numerous documentary exhibits into evidence. In addition to the information set forth above, the evidence at trial was as follows:

The record shows that Mapes hired an architect and an onsite general contractor, Jesse Calabretto, to work on the renovation project. There was conflicting evidence presented at trial as to whether Model acted as a general contractor on the aspects of the work with which Model became involved. There was also conflicting evidence about whether a completion date of December 1, 2008, was a material term of the oral contract,

whether payment of the contract was tied to any set deadline, and who was responsible for any missed deadlines.

The building on Leavenworth Street required extensive renovation, including new windows, roof, and floors. The floor of the building required major work, including grinding and filling. Grinding is a process that smoothes rough patches and grinds down raised portions of a floor. The filling process allows for the floor to be leveled by filling in those parts of the floor to be raised to the correct height. The original flooring contractor selected by Calabretto was unable to provide the grinding and filling service. Model contacted Alan's Carpeting (Alan's) in early September 2008 to inquire as to whether it did floor grinding and filling, and Mapes selected Alan's to prepare the building floor. The bid placed by Alan's was an estimate for only grinding work, as an estimate for the fill work was dependent on the grinding. This was communicated to Mapes in writing on the bid form, which stated that "once we do the grinding we are able to give you a more accurate bid."

Alan's began the grinding work in mid-September, which work was supervised by Calabretto. At least once a week, Alan's and Calabretto completed a walk-through of the work then completed. Mapes also inspected the work almost daily, as Mapes would visit the building to inspect the progress of the project. During the day-to-day supervision and walk-throughs, Alan's communicated the extent of the work being done on the floor and the extent of the work yet to be completed. Alan's expressly stated to Mapes and Calabretto that the preparation work was much more extensive than originally estimated, and Mapes agreed to do what was necessary to finish the job completely. Neither Mapes nor Calabretto ever requested Alan's to stop work or communicated any complaints about the work. During the floor-grinding process, Model was not involved in the day-to-day supervision or walk-through inspections of the work completed by Alan's. Alan's obtained permission and authorization for all of its onsite work from Mapes or Calabretto and not from Model. After concluding the grinding process, Alan's began to work on the fill, and during this time, supervision and walk-throughs by Calabretto continued.

Mapes was also onsite during the fill work. The evidence at trial shows that Alan's completed the necessary work of grinding and preparing the floor of the building, that the results of the work completed by Alan's remain in the building and are used on a daily basis, and that the work completed by Alan's remains uncompensated in the amount of $20,431.52.

As part of its contract with Mapes, Model contracted to obtain wood flooring materials for the building. On about August 6, 2008, the Bievers and Mapes met to discuss selecting and purchasing the wood flooring. At the conclusion of the meeting, Mapes selected flooring from Elmwood Reclaimed Timber (Elmwood). During the meeting, Mapes was informed that the selected reclaimed wood flooring would require a special adhesive to install. Calabretto's wood flooring installer did not bid on the wood floor installation work, and as a result, at the request of Mapes, Model presented five separate bids to Mapes for the wood floor installation on about September 15. After reviewing the bids, Mapes selected Matthew Conn to install the wood flooring.

Conn measured the areas of the building to determine the proper amount of wood flooring and adhesive to order, contacting Elmwood representatives in the process to learn more about the adhesive. Model did not assume, control, or supervise Conn's work. Based upon Conn's measurements, Model placed an order with Elmwood for the wood flooring and adhesive selected by Mapes. Prior to ordering the wood flooring, Model informed Mapes that Elmwood required 4 to 6 weeks from the date of ordering to receive the wood flooring. The wood flooring and adhesive required a downpayment of $30,000, which Mapes paid on about September 26, 2008. Model mailed the downpayment to Elmwood on September 27, and Model also paid the remaining invoice amount of $27,298.50 to Elmwood.

Conn began to install the wood floor in October 2008. Conn waited until the other subcontractors had completed their work for the day to install the wood flooring. Additionally, the flooring installation required specific temperature and humidity controls to prevent damage to the floor and allow the adhesive to adhere properly. Both Mapes and Calabretto were aware

of Conn's work schedule for installing the wood flooring. In late November or early December, Michael ordered Conn off the building premises because he felt that Conn was too slow in his work of installing the wood floor. Mapes subsequently contracted Elmwood to install the floor. The record shows that Model designed and ordered materials for the floor in the building, that Mapes has not paid the remaining $27,298.50 owed to Model for the wood flooring provided by Elmwood, and that Mapes accepted and has not rejected the wood flooring. The record revealed some unresolved problems with broken stair nosing, but the cause of this problem was not conclusively established at trial.

Mapes and Model also contracted for the purchase of carpeting, lighting, plumbing, cabinetry, and tile in the building. To determine the proper amount of tile, carpeting, and adhesive to order, Model contracted the carpet and tile installers from Alan's to measure the areas of installation. Alan's measured these areas based upon the design specifications for the tile and carpet. After receiving the measurements, Model ordered the necessary tile, carpeting, and adhesive. The record shows that Model ordered materials as directed by others for the tile, carpeting, and other materials necessary for the installation of such products and that $10,403.87 is owed for this work. A representative of Alan's testified that its work for carpet and tile was substantially completed.

Mapes contracted for the purchase of lights throughout the property. Model ordered light fixtures from Architectural Lighting, after receiving approval from Mapes. The order required a 50-percent downpayment, which Mapes paid. Model then ordered the lighting as specified by Mapes. After installation of the light fixtures, a manufacturing defect was discovered that was in the process of being resolved by the manufacturer at the time of trial. Because of this defect, Mapes refused to pay the remaining 50-percent balance due to Architectural Lighting. The record shows that Model ordered the lighting as approved and specified by Mapes.

Expert testimony at trial established that the unpaid work by Model was of reasonable quality and customary for the services Model provided. Model transmitted bills from vendors

and added a 20-percent markup as agreed upon by Mapes, and expert testimony established that this was also reasonable and customary. Lori Krecji, an architect and interior designer, inspected the building and testified that she did not find any shoddy work or materials. Krecji reviewed the invoices and inspected the work and materials referenced in the invoices. She found the outstanding unpaid charges to be fair and reasonable for what Mapes received. She testified, based upon her inspection as an architect and interior designer and her knowledge of materials and workmanship in the Omaha area, that Model should be paid.

Mapes testified that Model designed portions of a building for Mapes that achieved what it had wanted at the inception of the agreement between Mapes and Model, which was a beautiful and unique interior with a "'wow' factor."

In early December 2008, after becoming dissatisfied with the progress of the work, Michael ordered Model off the property and prevented Model from performing the remainder of its agreement. Shelley Biever testified that the project was "almost substantially completed" at that time. Model and various subcontractors were not paid for their services, materials, and products. The record shows that the total remaining due to Model is $77,183.62.

To recover the amounts due and owing under the oral contract, Model filed a construction lien on January 30, 2009, in the amount of $81,093.58. After filing the lien, Model reduced some amounts due and owing, making adjustments due to the return of some items ordered but not used. Construction liens were also filed by Alan's for $29,131.41 and by Elmwood for $11,184.85.

The district court entered judgment on July 12, 2010, in favor of Model on each of its claims in the total sum of $77,183.62 plus taxable costs. The court made no explicit findings with respect to attorney fees. The court found that Model met its burdens of proof on its claims and that Mapes failed to meet the burdens of proof on the affirmative defenses and counterclaims. The court found that Mapes failed to establish by a preponderance of the evidence that Model acted as a general contractor on the aspects of the work undertaken

by Model. The court concluded that while Mapes "did trim Calabretto's compensation," the contract made with Model did not include responsibility for the work and products of others. The court further concluded that the contract between Model and Mapes was for interior design services, materials, furniture, and products; that Mapes failed to establish that Model agreed to become the general contractor, or that Model accepted the responsibilities of a general contractor; and that Model did not warrant the work by vendors or the products supplied for the building. The court concluded that the outstanding sums due were all customary and reasonable and that Model substantially performed its design work on the project.

ASSIGNMENTS OF ERROR

Mapes asserts, consolidated and restated, that the district court erred in (1) finding in favor of Model on its breach of contract claim instead of finding in favor of Mapes on Mapes' claim and (2) finding in favor of Model on its unjust enrichment claim instead of finding in favor of Mapes on Mapes' claim.

On cross-appeal, Model asserts that the district court erred in ignoring § 52-157(3) in denying attorney fees and costs to Model after having prevailed on its construction lien claim and foreclosure against Mapes.

STANDARD OF REVIEW

[1-3] A suit for damages arising from breach of a contract presents an action at law. *Dutton-Lainson Co. v. Continental Ins. Co.*, 279 Neb. 365, 778 N.W.2d 433 (2010). The trial court's factual findings in a bench trial of an action at law have the effect of a jury verdict and will not be set aside unless clearly erroneous. *Hooper v. Freedom Fin. Group*, 280 Neb. 111, 784 N.W.2d 437 (2010). In reviewing a judgment awarded in a bench trial of a law action, an appellate court does not reweigh evidence, but considers the evidence in the light most favorable to the successful party and resolves evidentiary conflicts in favor of the successful party, who is entitled to every reasonable inference deducible from the evidence. *Id.*

[4] The construction of a contract is a matter of law, and an appellate court has an obligation to reach an independent, correct conclusion irrespective of the determinations made by the court below. *Reichert v. Rubloff Hammond, L.L.C.*, 264 Neb. 16, 645 N.W.2d 519 (2002).

[5,6] An appellate court will affirm a trial court's decision awarding or denying attorney fees absent an abuse of discretion. *Evertson v. City of Kimball*, 278 Neb. 1, 767 N.W.2d 751 (2009). A judicial abuse of discretion exists when reasons or rulings of a trial judge are clearly untenable, unfairly depriving a litigant of a substantial right and denying just results in matters submitted for disposition. *Behrens v. Blunk*, 280 Neb. 984, 792 N.W.2d 159 (2010).

ANALYSIS

Breach of Contract.

Mapes asserts, consolidated and restated, that the district court erred in finding in favor of Model on its breach of contract claim instead of finding in favor of Mapes on Mapes' claim. Mapes argues that a December 1, 2008, deadline was a material term of the oral contract, which term was breached by Model, that Model failed to substantially perform its obligations under the contract, and that Model's breaches of the contract excused Mapes from performance under the contract.

[7-9] In order to recover in an action for breach of contract, the plaintiff must plead and prove the existence of a promise, its breach, damage, and compliance with any conditions precedent that activate the defendant's duty. *Henriksen v. Gleason*, 263 Neb. 840, 643 N.W.2d 652 (2002). A breach is a nonperformance of a duty. *Phipps v. Skyview Farms*, 259 Neb. 492, 610 N.W.2d 723 (2000). Whether or not a breach is material and important is a question of degree which must be answered by weighing the consequences of the breach in light of the actual custom of persons in the performance of contracts similar to the one involved in the specific case. *Id.*

Viewing the evidence in the light most favorable to Model and resolving evidentiary conflicts in its favor as we must, the evidence shows that the terms of the contract provided

that Model would provide interior design services, material, furniture, and products to Mapes in exchange for a design fee of $20,000 and a 20-percent markup on selected materials and products. There is evidence in the record that when Model and Mapes entered into the contract in June or July 2008, Mapes did not communicate any December 1 deadline. Shelley Biever did not recall hearing about a December 1 deadline until August or September. There is also evidence that Calabretto was the general contractor and was responsible for maintaining the schedule. The district court's determination as to the terms of the parties' contract is not clearly erroneous.

[10-13] In arguing that Model failed to substantially perform its obligations under the contract, Mapes points to the fact that other flooring contractors were hired to finish the work, that there were problems with the stair nosing, that certain fixtures had to be replaced, and that there were problems with the lighting. To successfully bring an action on a contract, a plaintiff must first establish that the plaintiff substantially performed the plaintiff's obligations under the contract. *VRT, Inc. v. Dutton-Lainson Co.*, 247 Neb. 845, 530 N.W.2d 619 (1995). Substantial performance may be established as long as any deviations from the contract are relatively minor and unimportant. *Phipps, supra*. Substantial performance is shown when the following circumstances are established by the evidence: (1) The party made an honest endeavor in good faith to perform its part of the contract, (2) the results of the endeavor are beneficial to the other party, and (3) such benefits are retained by the other party. If any one of the circumstances is not established, the performance is not substantial and the party has no right to recover. *VRT, Inc., supra.* Substantial performance is a relative term and whether it exists is a question to be determined in each case with reference to the existing facts and circumstances. *Id.* The district court found that Model substantially performed its design work on the project; that the results were beneficial in that Mapes received a beautiful, unique interior with a "'wow' factor"; and that the benefits of Model's work were retained by Mapes. With respect to problems with the stair nosing, the record did not establish the cause of this problem. As to the

lighting issues, the record shows that there was a manufacturing defect. The evidence viewed most favorably to Model supports the court's conclusion that Model substantially performed its obligations. Mapes complains that Model relies on self-serving testimony from the Bievers and Model's expert witness. The lower court clearly accepted Model's version of the facts, and it is not our task to reweigh evidence. Model is entitled to every reasonable inference deducible from the evidence. Our standard of review requires us to consider the evidence in the light most favorable to Model and to resolve evidentiary conflicts in its favor. The district court's determination that Model substantially performed its obligations under the contract is not clearly erroneous. Mapes' assignment of error is without merit.

Unjust Enrichment.

[14,15] Mapes asserts that the district court erred in finding in favor of Model on its unjust enrichment claim instead of finding in favor of Mapes on Mapes' claim for unjust enrichment. The doctrine of unjust enrichment is recognized only in the absence of an agreement between the parties. *Washa v. Miller*, 249 Neb. 941, 546 N.W.2d 813 (1996). The record clearly shows an agreement between the parties. Accordingly, we need not address this assignment of error further. An appellate court is not obligated to engage in an analysis which is not needed to adjudicate the controversy before it. *Conley v. Brazer*, 278 Neb. 508, 772 N.W.2d 545 (2009).

Attorney Fees.

[16] On cross-appeal, Model asserts that the district court erred in ignoring § 52-157(3) in denying attorney fees and costs to Model after having prevailed on its construction lien claim and foreclosure against Mapes. A party may recover attorney fees and expenses in a civil action only when a statute permits recovery or when the Nebraska Supreme Court has recognized and accepted a uniform course of procedure for allowing attorney fees. *Eikmeier v. City of Omaha*, 280 Neb. 173, 783 N.W.2d 795 (2010). Section 52-157 provides:

> (1) If a person is wrongfully deprived of benefits to which he or she is entitled under sections 52-125 to

> 52-159 by conduct other than that described in section 52-156:
>
> (a) He or she is entitled to damages; and
>
> (b) The court may make orders restraining the owner or other person, or ordering them to proceed on appropriate terms and conditions.
>
> (2) If in bad faith a claimant records a lien, overstates the amount for which he or she is entitled to a lien, or refuses to execute a release of a lien, the court may:
>
> (a) Declare his or her lien void; and
>
> (b) Award damages to the owner or any other person injured thereby.
>
> (3) Damages awarded under this section may include the costs of correcting the record and reasonable attorney's fees.

[17] At trial, Shelley Biever testified that Model had paid attorney fees in connection with this action and was asking the district court for those fees as part of its damages. However, there was no evidence presented at trial regarding the amount of attorney fees incurred. At oral argument, Model's attorney suggested that Model asked the court to reserve the issue of attorney fees for later determination; however, such discussion does not appear in the bill of exceptions. Counsel also indicated that a motion for reconsideration was filed with respect to the failure to award attorney fees and that a journal entry reflects the court's denial of the motion; however, such proceedings are also not contained in the record provided to us on appeal. We deem the court's silence on the issue of attorney fees in its final order to be a denial of the request. Generally, when a trial court clearly intends its order to serve as a final adjudication of the rights and liabilities of the parties, the order's silence on requests for relief can be construed as a denial of those requests. *In re Estate of Hedke*, 278 Neb. 727, 775 N.W.2d 13 (2009).

While the statute relied upon by Model states that damages awarded under that section "*may* include . . . reasonable attorney's fees," it does not mandate the award of such fees. See § 52-157 (emphasis supplied). An appellate court will affirm a trial court's decision awarding or denying attorney fees absent

an abuse of discretion. *Evertson v. City of Kimball*, 278 Neb. 1, 767 N.W.2d 751 (2009). Due to the discretionary nature of the statute and the failure to adduce evidence concerning the fees, we find no abuse of discretion by the court in connection with its failure to award attorney fees.

CONCLUSION

The district court did not err in entering judgment in favor of Model on its breach of contract claim and did not abuse its discretion in failing to award attorney fees.

AFFIRMED.

STATE OF NEBRASKA, APPELLEE, V. JOSEPH R. LOWERY, APPELLEE, AND STERLING T. HUFF, APPELLANT.

798 N.W.2d 626

Filed May 31, 2011. No. A-10-789.

1. **Attorney Fees: Appeal and Error.** When an attorney fee is authorized, the amount of the fee is addressed to the discretion of the trial court, whose ruling will not be disturbed on appeal absent an abuse of discretion.
2. **Judges: Words and Phrases.** An abuse of discretion occurs when the trial judge's reasons or rulings are clearly untenable, unfairly depriving a litigant of a substantial right and denying just results in matters submitted for disposition.
3. **Attorney Fees.** Attorney fees and expenses may be recovered only where provided for by statute, or when a recognized and accepted uniform course of procedure has been to allow recovery of an attorney fee.
4. ____. To determine proper and reasonable fees, it is necessary to consider the nature of the litigation, the time and labor required, the novelty and difficulty of the questions raised, the skill required to properly conduct the case, the responsibility assumed, the care and diligence exhibited, the result of the suit, the character and standing of the attorney, and the customary charges of the bar for similar services.
5. **Attorney Fees: Proof.** While attorney fees and expenses are ordinarily left to the trial court's discretion, an application for attorney fees and expenses must be granted where the record demonstrates that the amount requested was reasonable and there is no evidence or indication otherwise that the amount is unreasonable.
6. ____: ____. Where the evidence contained in the record supports the fact that the moving party's request for attorney fees and expenses is a reasonable request, and no other contrary evidence exists or is offered into evidence disputing reasonableness, the request for such reasonable attorney fees and expenses must be granted.