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UNDER ARIZONA RULE OF THE SUPREME COURT 111(c), THIS DECISION IS NOT PRECEDENTIAL
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IN THE

ARIZONA COURT OF APPEALS

DIVISION ONE

HOPI TRIBE, *Plaintiff/Appellant*,

v.

ARIZONA SNOWBOWL RESORT LIMITED PARTNERSHIP, et al.,
Defendants/Appellees.

No. 1 CA-CV 16-0521
FILED 6-30-2020

Appeal from the Superior Court in Coconino County
No. S0300CV201100701
The Honorable Mark R. Moran, Judge

AFFIRMED

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MEMORANDUM DECISION

Acting Presiding Judge Paul J. McMurdie delivered the decision of the Court, in which Judge Jennifer M. Perkins and Judge Michael J. Brown[1] joined.

M c M U R D I E, Judge:

¶1 This case returns to us on remand from the Arizona Supreme Court. We previously held that the Hopi Tribe sufficiently alleged that the use of reclaimed wastewater to make artificial snow on parts of the San Francisco Peaks (the "Peaks") caused a special injury to survive dismissal of its public-nuisance claim and vacated an award of attorney's fees to Arizona Snowbowl Resort Limited Partnership ("Snowbowl") and the City of Flagstaff (the "City") (collectively, the "Appellees"). *Hopi Tribe v. Ariz. Snowbowl Resort Ltd. P'ship* (*Hopi Tribe II*), 244 Ariz. 259, 261, 264–65, ¶¶ 4, 10–16 (App. 2018). Our supreme court vacated this court's opinion, holding as a matter of law that "environmental damage to public land with religious, cultural, or emotional significance to the [Hopi Tribe] is not special injury for public nuisance purposes," and ordered us to determine whether the fee award to Appellees is supportable and appropriate under Arizona Revised Statutes ("A.R.S.") section 12-341.01(A) (authorizing an award of attorney's fees to the prevailing party in a contested action arising

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[1] Judge Michael J. Brown replaced the Honorable Kenton D. Jones, who was originally assigned to this panel. Judge Brown has read the briefs and reviewed the record.

out of an express or implied contract). *Hopi Tribe v. Ariz. Snowbowl Resort Ltd. P'ship* (*Hopi Tribe III*), 245 Ariz. 397, 399, 406–07, ¶¶ 1, 37 (2018).

FACTS AND PROCEDURAL BACKGROUND

¶2 The background of the Hopi Tribe's attempts to prevent the dissemination of reclaimed wastewater on parts of the Peaks is well-documented. *See, e.g.*, *Hopi Tribe III*, 245 Ariz. at 399, ¶¶ 2–5. Nonetheless, we reiterate the facts necessary to examine the superior court's award of attorney's fees.

¶3 Snowbowl, situated on Humphrey's Peak, the highest of the Peaks, sits on hundreds of acres of federally owned public land north of Flagstaff and within the Coconino National Forest. *See Navajo Nation v. U.S. Forest Serv.* (*Navajo Nation IV*), 535 F.3d 1058, 1064 (9th Cir. 2008) (en banc). Snowbowl operates as a ski resort under a special use permit issued by the United States Forest Service (the "Forest Service"). *See id*. The Forest Service designated Snowbowl "a public recreation facility" after finding that the area "represented an opportunity for the general public to access and enjoy public lands in a manner that the Forest Service could not otherwise offer." *Id.*

¶4 In 1981, several Indian tribes, including the Hopi Tribe, challenged the Forest Service's approval of upgrades to Snowbowl. *Navajo Nation IV*, 535 F.3d at 1064–65 (citing *Wilson v. Block*, 708 F.2d 735, 739 (D.C. Cir. 1983)). The tribes argued the approved upgrades would "'seriously impair their ability to pray and conduct ceremonies upon the Peaks,' and to gather from the Peaks sacred objects necessary to their religious practices." *Id*. (quoting *Wilson*, 708 F.2d at 740). The D.C. Circuit rejected the challenge, finding, in part, that the upgrades would not impose a substantial burden on the exercise of any religious practices in violation of federal law. *Wilson*, 708 F.2d at 744–45.

¶5 About twenty years later, the City entered a Reclaimed Wastewater Agreement (the "contract") to sell reclaimed wastewater to Snowbowl, but the performance was contingent upon obtaining necessary federal and state environmental approval. *See Hopi Tribe II*, 244 Ariz. at 261, ¶ 4. This contract forms the basis of Appellees' fee request.

¶6 After a lengthy environmental impact inquiry and public comment period, the Forest Service approved the use of reclaimed wastewater for artificial snowmaking at Snowbowl's ski area on the Peaks. *Hopi Tribe III*, 245 Ariz. at 399, ¶ 2. The Hopi Tribe and other entities unsuccessfully challenged the approval under various federal laws. *Id.*

Although the parties discussed potential alternatives throughout the City's public comment period, the Hopi Tribe "persistently alleged that no proposed administrative actions 'could mitigate the adverse effects of using reclaimed wastewater for artificial snowmaking at the Snowbowl.'" *Id.* at ¶ 3.

¶7 In 2010, the City voted to proceed with the contract and prepared to provide Snowbowl the promised reclaimed water. *Hopi Tribe III*, 245 Ariz. at 399, ¶ 3. In 2011, the Hopi Tribe filed this action against the City alleging: (1) the contract was an illegal contract violative of Arizona law and public policy; (2) the contract infringed upon the Hopi Tribe's water rights; and (3) performance of the contract "w[ould] result in a public nuisance," including harm to the general public as well as the Hopi Tribe. *See Hopi Tribe v. City of Flagstaff* (*Hopi Tribe I*), 1 CA-CV 12-0370, 2013 WL 1789859, at *2, ¶ 9 (Ariz. App. Apr. 25, 2013) (mem. decision). The superior court granted the City's motion to dismiss all three claims—two based on issue and claim preclusion—and awarded the City its attorney's fees under A.R.S. § 12-341.01 as the successful party in a contested action "aris[ing] from contract." *See id.* at *2, ¶ 11.

¶8 On appeal, this Court affirmed the dismissal of the illegal-contract claim and the related fee award. *Hopi Tribe I*, 2013 WL 1789859, at *9–10, ¶¶ 39–40, 46. Next, we clarified that the superior court had dismissed the Hopi Tribe's water-rights claim in deference to the ongoing Little Colorado River general stream adjudication pending in another county. *Id.* at *2, *10, ¶¶ 11, 45. We affirmed that dismissal but vacated the award of attorney's fees on the claim because the City "[wa]s not yet (and may never be) a successful party on this claim." *Id*. at *10, ¶¶ 41, 46. Lastly, we reversed the dismissal of the Hopi Tribe's public-nuisance claim, finding it was not barred by issue or claim preclusion or by failure to comply with the notice-of-claim statute and remanded for further proceedings—thereby vacating the fee award regarding the public-nuisance claim. *Id*. at *3–10, ¶¶ 13, 16–36, 44, 46. We remanded the case for recalculation of the initial $148,506 fee award granted to the City to include only those fees related to the illegal-contract claim. *See id*. at *10, ¶ 46.

¶9 In 2014, on remand concerning the public-nuisance claim, the City, relying on Arizona Rule of Civil Procedure 14(a), filed a third-party indemnification claim against Snowbowl. *Hopi Tribe II*, 244 Ariz. at 262, ¶ 7. In 2016, Snowbowl moved successfully to dismiss the Hopi Tribe's complaint according to Arizona Rule of Civil Procedure 12(b)(6) for failing to sufficiently allege the type of damages necessary to maintain a

public-nuisance claim—a ruling ultimately resolved in favor of the Appellees, *see supra* ¶ 1.

¶10 Thereafter, Snowbowl applied for attorney's fees under A.R.S. § 12-341.01(A) for $302,169, which included computerized legal research charges. The City also asked for attorney's fees under the same statute of $18,887. After considering the factors laid out in *Associated Indemnity Corp. v. Warner*, 143 Ariz. 567, 570 (1985), the superior court awarded Appellees their requested attorney's fees incurred in defending the public-nuisance claim.[2] The Hopi Tribe appealed.

DISCUSSION

A. The Hopi Tribe's Public-Nuisance Claim Arises Out of a Contract for Purposes of A.R.S. § 12-341.01(A).

¶11 Under traditional jurisprudence, the successful party in litigation is not entitled to recover its attorney's fees; rather, each party is responsible for its fees regardless of who prevails. *Marcus v. Fox*, 150 Ariz. 333, 334 (1986). A court may award attorney's fees, however, where a specific statute so provides. *Id.* Under A.R.S. § 12-341.01(A), the legislature has authorized the superior court to award attorney's fees to the successful party "[i]n any contested action arising out of a contract, express or implied." The statute exists "to mitigate the burden of the expense of litigation to establish a just claim or a just defense." A.R.S. § 12-341.01(B).

¶12 The Hopi Tribe does not dispute on appeal that Appellees are the successful parties to the litigation. The Hopi Tribe argues, however, that

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[2] In a supplemental application, the City sought reinstatement of the superior court's previous fee award, *see supra* ¶ 7, for work completed by the City's initial counsel in defending against the Hopi Tribe's public-nuisance claim, *prior to remand*, in the recalculated amount of $146,136. This recalculated figure "exclud[ed]" fees related to the water-rights claim, but appears to also include those fees related to the illegal-contract claim, *see supra* ¶¶ 7–8, and the Hopi Tribe does not contest the illegal-contract-claim-related fee portion on appeal. The City requested an additional $63,500 in fees incurred by the City's counsel in defending the public-nuisance claim *post-remand*—before the City's "then-current attorneys" took over the case. The court granted the entire recalculated fee amount but reduced the additional fee request to $56,227, for a total fee award of $221,251 to the City.

its public-nuisance claim does not arise out of a contract, and thus A.R.S. § 12-341.01(A) does not apply. We review the superior court's application of A.R.S. § 12-341.01(A) *de novo*. *ML Servicing Co. v. Coles*, 235 Ariz. 562, 569–70, ¶ 29 (App. 2014); *see also Hanley v. Pearson*, 204 Ariz. 147, 149, ¶ 5 (App. 2003).

¶13 The Hopi Tribe first asserts its public-nuisance claim does not arise out of a contract because it was not a party to the agreement, but rather, a "mere bystander" to Appellees' contractual relationship. *See Assyia v. State Farm Mut. Auto. Ins.*, 229 Ariz. 216, 221, ¶ 12 (App. 2012). But this fact is not dispositive; the legislature chose to authorize fees under A.R.S. § 12-341.01(A) in "any action arising out of contract"—not "an action for breach of contract" or "an action between parties to a contract." *See Dooley v. O'Brien*, 226 Ariz. 149, 152, ¶ 10 (App. 2010). Thus, "a cause of action may arise out of a contract even if one of the litigants was not a party to the contract." *Schwab Sales, Inc. v. GN Constr. Co.*, 196 Ariz. 33, 37, ¶ 12 (App. 1998) (collecting cases).

¶14 The Hopi Tribe next argues the claim does not arise out of a contract because public nuisance traditionally sounds in tort, *see Armory Park Neighborhood Ass'n v. Episcopal Cmty. Servs. in Ariz.*, 148 Ariz. 1, 4 (1985), and Appellees retain a general duty of care "not to create or maintain a public nuisance" under tort law that is entirely independent from the contract between Appellees, *see Ramsey Air Meds, L.L.C. v. Cutter Aviation, Inc.*, 198 Ariz. 10, 15–16, ¶ 27 (App. 2000) (holding that A.R.S. § 12-341.01(A) does not apply if "the defendant would have a duty of care under the circumstances even in the absence of a contract").

¶15 Arizona courts have "broadly interpreted" the types of claims that arise out of a contract for purposes of A.R.S. § 12-341.01(A) to include those relying on both contract and tort theories, or some interplay of the two. *Marcus*, 150 Ariz. at 334–35. In such cases, "[r]egardless of the form of the pleadings [we] will look to the nature of the action and the surrounding circumstances to determine whether the claim is one 'arising out of a contract.'" *Id.* at 335. "[I]f the contract is only a factual predicate to the action but not the essential basis of it," A.R.S. § 12-341.01(A) does not apply. *Kennedy v. Linda Brock Auto. Plaza, Inc.*, 175 Ariz. 323, 325 (App. 1993); *see also Marcus*, 150 Ariz. at 335 (holding attorney's fees "are not appropriate based on the mere existence of a contract somewhere in the transaction"). But the statute may authorize an award of fees if the contract has "some causal connection with the claim." *Ramsey*, 198 Ariz. at 14, ¶ 21; *see also Marcus*, 150 Ariz. at 335 (recognizing the need for a "causal link between [a] claim and the underlying contract").

¶16 Indeed, attorney's fees may be awarded under A.R.S. § 12-341.01(A) when a party seeks to invalidate a contract that "prompted th[e] [law]suit" in the first place. *Marcus*, 150 Ariz. at 335–36. For example, in *Marcus*, the plaintiffs filed an action claiming the defendants fraudulently induced them to enter a contract to purchase an apartment complex in Tucson. *Id.* at 334. Our supreme court determined A.R.S. § 12-341.01(A) applied because the plaintiffs were "attempting to invalidate [a] contract" and "[i]t was that contract [that] prompted th[e] [law]suit and also served as the basis for [the] claim." *Id.* at 335–36. Under these circumstances, the plaintiffs' "cause of action for tort could not have existed but for the . . . contract," and thus, such action arose out of a contract within the meaning of A.R.S. § 12-341.01(A). *Id*. at 336; *see also Ball v. City of Chandler Imp. Dist. No. 48*, 150 Ariz. 559, 560, 563–64 (App. 1986) (finding action arose out of a contract under A.R.S. § 12-341.01(A) where landowners successfully invalidated improvement-district agreements established by the city because those agreements "not only formed the basis of the suit below, but the trial judge specifically found the agreements to be the basis of the [fee] award"); *ASH, Inc. v. Mesa Unified Sch. Dist. No. 4*, 138 Ariz. 190, 192–93 (App. 1983) (focusing on the substance of a petition for special action in concluding the dispute arose out of a contract for purposes of A.R.S. § 12-341.01(A) because the petition sought an order canceling and re-awarding a contract).

¶17 Applying these authorities to the instant case, we note the Hopi Tribe, within its complaint, described the "nature" of its claim:

> This action is brought by the Hopi Tribe to enjoin performance of, or in the alternative for damages due to, *the contract* between the City of Flagstaff and [Snowbowl] *to sell* municipal wastewater for snowmaking at the Snowbowl ski area, *because the contract* violates various provisions of the Arizona Code and the public interest, will infringe upon the Hopi Tribe's water rights, and *will cause a public nuisance*.

(Emphasis added.)

¶18 The facts underlying the public-nuisance claim for relief are likewise predicated on the sale of reclaimed wastewater and Appellees' performance under the contract. Specifically, the Hopi Tribe alleged:

- "The sale of reclaimed wastewater to make artificial snow will result in unreasonable harm to the environment and the Hopi Tribe."

- "The contract for the sale of reclaimed wastewater for snowmaking at the Snowbowl will cause material annoyance, inconvenience, and discomfort to the Hopi Tribe and its members."

- "The City is responsible for the harm to the Hopi Tribe because it is the City's contract for the reclaimed wastewater that sets into motion the forces that cause the harm to the Hopi Tribe."

- "The harm caused by the City's contract is a substantial, unreasonable and intentional interference with a right common to the general public."

- "The contract for the sale of reclaimed wastewater for snowmaking on the San Francisco Peaks is contrary to Arizona law."

- "The contract for the sale of reclaimed wastewater for snowmaking . . . will unreasonably harm sensitive and threatened species."

- "The harms to the Hopi Tribe, its members, the unique environmental resources, and the public from the sale of reclaimed wastewater for snowmaking at the Snowbowl outweigh any benefit of making snow from reclaimed wastewater."

- "The harms to the Hopi Tribe, its members, the environment, and the public from the sale of reclaimed wastewater for snowmaking at the Snowbowl will be irreparable and substantial, because the presence of artificial snow will permanently compromise the pristine nature of these areas."

- "The sale of reclaimed wastewater poses a significant risk of harm to the Hopi Tribe and the thousands of its members and community, and all other users of the wilderness areas who rely on the purity and sanctity of the Peaks."

- "The risk of additional harm created by the abundance of unknown factors involved in the sale of reclaimed wastewater for snowmaking w[ould] be borne by the Tribe and other users of these unique and important ecosystems . . . ."

- "The sale of reclaimed wastewater for snowmaking on the Peaks is unreasonable."

- "The Hopi Tribe will suffer specific injury from the sale of reclaimed wastewater for snowmaking . . . ."

- "Unless enjoined by the [superior court], the contract with the Snowbowl will result in a public nuisance."

- "The City of Flagstaff's contract for the sale of reclaimed [wastewater] must be enjoined or in the alternative, damages awarded to the Hopi Tribe."

¶19 Finally, the Hopi Tribe requested, in relevant part, the following forms of relief:

- A declaration "that the contract with the Snowbowl for delivery of reclaimed wastewater for the purpose of making artificial snow will result in a public nuisance."

- An order to "[p]ermanently enjoin the City of Flagstaff from implementing the contract with the Snowbowl for delivery of reclaimed wastewater for the purpose of making artificial snow."

- An order to "[p]ermanently enjoin the City of Flagstaff from selling reclaimed wastewater for delivery to the Snowbowl for the purpose of making artificial snow."

- An "[a]ward [of] damages for the special injury that will be suffered by Plaintiff from the public nuisance that will be caused by the sale of reclaimed wastewater to the Snowbowl for snowmaking."

¶20 Here, the contract between Appellees prompted years of litigation, including the instant public-nuisance claim. And while a public-nuisance claim may traditionally sound in tort, the claim the Hopi Tribe brought constitutes a direct attack on the contract between Appellees. The Hopi Tribe specifically requested, as relief for its public-nuisance claim, that the superior court invalidate the contract such that neither Snowbowl or the City would be obligated to perform, nor entitled to the benefit of their bargain. In the Hopi Tribe's own words, the existence of the contract for the sale of reclaimed wastewater to Snowbowl caused the threatened harm, and therefore, the public nuisance.

¶21 Having examined the overall "nature of the action and the surrounding circumstances" of this case, we are convinced the requisite causal link between the Hopi Tribe's claim and the contract—one which the Hopi Tribe has attacked in one form or another for years—exists. *Marcus*, 150 Ariz. at 335. Accordingly, we hold that the Hopi Tribe's public-nuisance action arises out of a contract for purposes of A.R.S. § 12-341.01(A).

B. The Superior Court Did Not Abuse Its Discretion by Awarding Attorney's Fees to Snowbowl and the City.

¶22 Although A.R.S. § 12-341.01(A) authorizes an award of fees, eligibility does not automatically establish entitlement. *See Motzer v. Escalante*, 228 Ariz. 295, 296, ¶ 5 (App. 2011) ("[T]here is no presumption that a successful party should be awarded attorney fees under [A.R.S.] § 12-341.01."). Instead, the superior court has broad discretion in determining whether and how much to award. *See Warner*, 143 Ariz. at 569–71; A.R.S. § 12-341.01(B) (permitting an award of "reasonable attorney fees").

¶23 The Hopi Tribe challenges both aspects of the fee award.[3] We review decisions to award fees and the amount awarded for an abuse of discretion, and "will not disturb the trial court's discretionary award of fees if there is any reasonable basis for it." *Orfaly v. Tucson Symphony Soc'y*, 209 Ariz. 260, 265, ¶ 18 (App. 2004) (quoting *Hale v. Amphitheater Sch. Dist. No. 10*, 192 Ariz. 111, 117, ¶ 20 (App. 1998)). To be sure:

> [T]he question is not whether the judges of this [appellate] court would have made an original like ruling, but whether a judicial mind, in view of the law and circumstances, could have made the ruling without exceeding the bounds of reason. We cannot substitute our discretion for that of the trial judge.

Solimeno v. Yonan, 224 Ariz. 74, 82, ¶ 36 (App. 2010) (quoting *Warner*, 143 Ariz. at 571); *see also Ad Hoc Comm. of Parishioners of Our Lady of Sun Catholic Church, Inc. v. Reiss*, 223 Ariz. 505, 518, ¶ 40 (App. 2010) ("To find an abuse of discretion, there must either be no evidence to support the superior court's conclusion or the reasons given by the court must be clearly

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[3] In exercising its discretion to award fees, a court must consider the factors elaborated upon in *Warner*. 143 Ariz. at 570. Because the Hopi Tribe does not contest the court's examination of the *Warner* factors on appeal, we need not and do not address them here.

untenable, legally incorrect, or amount to a denial of justice.") (quotation marks omitted) (quoting *Charles I. Friedman, P.C. v. Microsoft Corp.*, 213 Ariz. 344, 350, ¶ 17 (App. 2006))). Further, "we view the record in the light most favorable to sustaining the trial court's decision." *Solimeno*, 224 Ariz. at 82, ¶ 36.

1. Snowbowl Is Eligible for a Fee Award.

¶24 The Hopi Tribe argues the superior court abused its discretion by granting Snowbowl attorney's fees because, as a third-party defendant, the Hopi Tribe "did not bring [Snowbowl] into the [public-nuisance] action." We reject this argument. Arizona Rule of Civil Procedure 14(a)(2)(C) and (D) permits a "third-party defendant," such as Snowbowl, to "assert against the plaintiff [(the Hopi Tribe)] any defense that the third-party plaintiff [(the City)] has to the plaintiff's claim," and "may also assert against the plaintiff any claim arising out of the transaction or occurrence that is the subject matter of the plaintiff's claim against the third-party plaintiff." This court has held that third-party defendants may recover attorney's fees from a party other than the third-party plaintiff under A.R.S. § 12-341.01. *See Nationwide Res. Corp. v. Ngai*, 129 Ariz. 226, 232 (App. 1981) ("The rules involving third-party practice clearly recognize that third-party defendants are in an adverse position to the party asserting a claim for which they may be ultimately responsible.").

2. The Fee Awards Were Reasonable.

i. The Superior Court did not Award Fees for Duplicative Work.

¶25 The Hopi Tribe argues the superior court abused its discretion in awarding fees to the Appellees because Snowbowl's post-remand motion to dismiss was similar to the City's initial motion to dismiss, and thus resulted in an award of fees to the Appellees for "duplicative efforts," amounting to a denial of justice. This argument is not supported by the record, which reflects that the motion to dismiss filed by the City before the first appeal was different from Snowbowl's post-remand motion to dismiss. The City's motion to dismiss pertained to all three of the Hopi Tribe's claims against the City, explaining dismissal was warranted, among other things, because the Hopi Tribe's notice of claim was untimely and barred by the doctrines of issue and claim preclusion and laches, *see supra* ¶ 7. In contrast, Snowbowl's motion to dismiss addressed only the public-nuisance claim—the only claim this court remanded to the superior court—and sought relief based upon the Hopi Tribe's failure to join an indispensable

party and to plead the type of damages necessary to state a claim for public nuisance, thereby attacking the sufficiency of this specific allegation.

ii. The Cost-Sharing Agreement Does Not Preclude the Fee Award to Snowbowl.

¶26 The Hopi Tribe argues the superior court abused its discretion because it awarded Snowbowl fees incurred in preparation for its defense against the City's third-party claim, rather than limiting its award to those fees incurred to address specifically the Hopi Tribe's public-nuisance claim—namely the filing of Snowbowl's motion to dismiss. The Hopi Tribe asserts that any other fees Snowbowl incurred to defend against the City's third-party claim "should be left to the City and Snowbowl, who ha[d] already agreed to a cost-sharing indemnification." The Hopi Tribe, however, provides no authority suggesting a court abuses its discretion when it awards fees under A.R.S. § 12-341.01(A) to a party who incurred them but is subject to a separate cost-sharing agreement; accordingly, we reject the argument. *See Brown v. U.S. Fid. & Guar. Co.*, 194 Ariz. 85, 93, ¶ 50 (App. 1998) (citing ARCAP 13(a)(6), now ARCAP 13(a)(7)).

iii. The Amount of Fees Awarded to Snowbowl Was Not Unreasonable.

¶27 The Hopi Tribe also contends the amount of attorney's fees awarded to Snowbowl—$302,169—was unreasonable because: (1) the computation of fees was based upon invoices submitted by Snowbowl that contained block-billing and improper redactions; and (2) Snowbowl's documentation included conflicting information regarding the amount of fees incurred. We reject these arguments as well.

¶28 In a fee application, counsel should indicate the type of legal service provided, the date the service was provided, the attorney providing the service, and the time spent in providing the service. *Schweiger v. China Doll Rest., Inc.*, 138 Ariz. 183, 188 (App. 1983). These requirements allow the superior court "to determine whether the hours claimed are justified." *Orfaly*, 209 Ariz. at 266, ¶ 23. The fee application need only "contain sufficient detail so as to enable the court to assess the reasonableness of the time incurred." *Id.*

¶29 Here, the superior court reviewed Snowbowl's application for fees and supporting declarations, as well as the Hopi Tribe's response in opposition, ultimately finding, "based upon the affidavits attached to the request for fees, that [the] fees were necessary and reasonable to the defense of the action." Snowbowl's declaration in support of its fee application,

consisting of more than eighty pages and covering hours expended for about two years, followed the dictates of *China Doll*. 138 Ariz. at 187–88. While Snowbowl submitted some time entries that were block-billed or partially redacted for purposes of maintaining "attorney-client privilege, work product, and joint defense information," the invoices still showed the date of each time entry, the timekeeper involved, the amount of time involved, a general description of how the time was spent, and the associated fees for the time expended—having earlier provided a list of counsel's hourly rates.[4] "[N]o Arizona authority holds that a court abuses its discretion by awarding fees that have been block-billed." *RS Indus., Inc. v. Candrian*, 240 Ariz. 132, 138, ¶ 21 (App. 2016); *see also Hawk v. PC Vill. Ass'n*, 233 Ariz. 94,100, ¶ 23 (App. 2013) (affirming an award of attorney's fees under A.R.S. § 12-341.01 over objections that the fee application was based upon inadequate time records containing block-billing and time attributed to administrative tasks). Again, the superior court's ultimate concern was its ability to assess the reasonableness of the time incurred by Snowbowl based upon the documentation provided. *See China Doll*, 138 Ariz. at 188. The superior court implicitly found the descriptions sufficiently detailed to assess the reasonableness of the time incurred by Snowbowl, and we find no abuse of discretion.

¶30 The Hopi Tribe further argues the superior court was unable to assess the reasonableness of Snowbowl's fee request because Snowbowl was not consistent in the amount it sought in various filings. The court expressed no such difficulty. Nor do we find the Hopi Tribe's assessment entirely accurate. Snowbowl's application and initial declaration, submitted by the same attorney, noted having incurred "at least" $320,000 in legal fees if not more than $348,000; nevertheless, "after exercising billing discretion," Snowbowl sought $292,774 in attorney's fees and $10,574 in computerized legal research, for a total request of $303,349. About a month later, Snowbowl filed an amended declaration in support of their application. Snowbowl's amended declaration notified the court of a computational error in their attorney's fees calculation, thereby reducing their request for attorney's fees to $291,594, while the computerized legal

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[4] On appeal, Snowbowl notes, and the record indicates, that when the Hopi Tribe filed its objection to Snowbowl's fee application based in part on the redactions contained therein, Snowbowl, in its reply, invited the superior court to "conduct an *in camera* review" of the invoices without redactions if the court deemed it necessary. The Hopi Tribe does not dispute Snowbowl's proposal to the court, nor does the record suggest the superior court found this action necessary.

research figure remained the same, for a total award of $302,169—an approximately $1200 difference from the initially requested amount—which was ultimately accepted by the superior court. Thus, the superior court did not abuse its discretion by finding the final figure to be accurate and supported by Snowbowl's documentation.

CONCLUSION

¶31 We affirm the superior court's award of attorney's fees. Appellees request attorney's fees on appeal under A.R.S. § 12-341.01(A). In our discretion, we decline this request. As the prevailing parties, however, Appellees are awarded their costs incurred on appeal upon compliance with Arizona Rule of Civil Appellate Procedure 21(b).

AMY M. WOOD • Clerk of the Court
FILED: AA