IN THE

ARIZONA COURT OF APPEALS

DIVISION ONE

BRIAN BEITMAN, *Plaintiff/Appellant*,

v.

CRYSTAL HEATON, *Defendant/Appellee*.

No. 1 CA-CV 25-0950

FILED 06-30-2026

Appeal from the Superior Court in Maricopa County
No. CV2024-014711
The Honorable Christopher Whitten, Judge

AFFIRMED

COUNSEL

Michael Gertell LLC, Phoenix
By Robert Dilk
Counsel for Plaintiff/Appellant

Perez Law Group, PLLC, Glendale
By Jeffrey D. Wolfe
Counsel for Defendant/Appellee

MEMORANDUM DECISION

Presiding Judge David B. Gass delivered the decision of the court, in which Judge Anni Hill Foster and Judge D. Andrew Gaona joined.

G A S S, Judge:

¶1 Plaintiff Brian Beitman appeals the superior court's $4,725 attorney fees award in his favor, and against Defendant Crystal Heaton, arising out of a dispute under a property sale agreement (Heaton Agreement). The Heaton Agreement said if Heaton breached: "after signing this agreement, [Heaton had to] reimburse [Beitman] . . . any and all legal fees associated with this buyer and this home."

¶2 Beitman argues the superior court erred because it excluded $20,550 in attorney fees he incurred in a separate probate matter involving the same property but a different seller and a different agreement. Because the Heaton Agreement controls and limits Beitman's attorney fees recovery to claims he brought under the Heaton Agreement, the court affirms.

FACTUAL AND PROCEDURAL HISTORY

¶3 Long before Beitman and Heaton executed the Heaton Agreement, Beitman and Michael Morton entered an agreement for Beitman to buy the same property from Morton (Morton Agreement). When Morton died, Beitman sought to enforce the Morton Agreement in Morton's probate case. The superior court found Beitman did not have a contract with Morton to purchase the property. After that, Heaton (Morton's daughter) and Beitman entered a new purchase agreement with different terms—the Heaton Agreement.

¶4 The Heaton Agreement included a liquidated damages provision:

> Should the Seller default after signing this agreement, seller shall reimburse the buyer the $5000.00 down payment paid upon the signing of this contract as well as the $5000.00 paid before this contract as earnest monies and any and all legal fees associated with this buyer and this home.

¶5 Beitman paid $5,000 as a down payment, but Heaton later decided not to proceed. Beitman sued Heaton for breach of contract, breach of the implied covenant of good faith and fair dealing, and unjust enrichment. Heaton moved for summary judgment to enforce the liquidated damages provision. The superior court found Heaton breached and the liquidated damages provision enforceable.

¶6 In submitting his form of judgment, Beitman requested $25,275 in attorney fees, $20,550 of which he incurred in the Morton probate case, and $4,725 he incurred in the case against Heaton. Heaton objected to including any attorney fees Beitman incurred in the Morton probate case. The superior court agreed with Heaton: "[T]he fees incurred in the probate proceedings are not compensable here. Those matters were distinct, were resolved adversely to Plaintiff, and did not directly advance the enforcement of the contract in this case." The superior court thus awarded Beitman $4,725.00 in attorney fees, in addition to the $10,000 in liquidated damages. Heaton does not challenge the reasonableness of the $4,725.00 award—just that the contract provided for more.

¶7 The court has jurisdiction over Beitman's timely appeal under Article VI, Section 9, of the Arizona Constitution, and A.R.S § 12-120.21.A.1.

DISCUSSION

¶8 The issue here is not whether the superior court erred in determining the reasonableness of Beitman's attorney fees request. Instead, the issue is whether the superior court erred when it found Beitman could not recover attorney fees he incurred in the Morton probate case under the Heaton Agreement. It did not.

¶9 "[P]rivate parties' freedom to contract is a foundational common-law principle and a paramount public policy." *Raba Kistner, Inc. v. Connect 202 Partners, LLC*, __ Ariz. __, __ ¶ 34 588 P.3d 16, 23 (App. 2026). The court "must honor it unless the contract term is unconscionable, illegal, or contrary to public policy." *Id*. The court interprets contracts as a matter of law, employing *de novo* review. *VEREIT Real Est., LP v. Fitness Int'l, LLC*, 255 Ariz. 147, 152 ¶ 11 (App. 2023). When the contract terms are clear and unambiguous, the court gives "effect to the contract as written." *Id.*

¶10 Because Heaton defaulted under the Heaton Agreement**,** Beitman is entitled to an award of attorney fees as provided under that agreement. And the superior court awarded him those fees. In denying Beitman's request to include the attorney fees he incurred in the earlier Morton probate matter, the superior court said: "Arizona law requires that fee awards reflect the reasonable value of services actually rendered to prosecute or defend **the matter before the Court**." (emphasis added). The superior court then ruled: "Applying those standards, the Court concludes that the fees incurred in the probate proceedings are not compensable here. Those matters were distinct, were resolved adversely to [Beitman], and did not directly advance the enforcement of the contract in this case." Because the court will affirm if the superior court was correct for any reason, the court agrees with the end result, but focuses its analysis on the words of the Heaton Agreement. *See Dreamland Villa Cmty. Club, Inc. v. Raimey*, 224 Ariz. 42, 46 ¶ 16 (App. 2010) (citing *City of Tempe v. Outdoor Sys., Inc.,* 201 Ariz. 106, 111 ¶ 14 (App. 2001)).

¶11 Beitman does not explain how the fee shifting terms' plain language encompasses those earlier attorney fees from the Morton probate matter. Beitman merely cites hornbook law, saying "[f]or a contract to exist, there must be an offer, acceptance of the offer, and consideration. *Savoca Masonry Co., Inc. v. Homes & Son Const. Co., Inc.*, 542 P.2d 817, 819 (Ariz. 1975)." He then argues the fee shifting provision's reference to "any and all legal fees associated with this buyer and this home" means it encompasses fees incurred before the parties signed the Heaton Agreement.

¶12 But the Heaton Agreement's plain language does not go that far. The provision expressly addressed 1 instance when Beitman could recover monies he paid before the parties executed the Heaton agreement: "[Heaton] shall reimburse [Beitman] the $5000.00 down payment paid upon the signing of this contract **as well as the $5000.00 paid before this contract as earnest monies**." (emphasis added). It makes no such provision for attorney fees "paid before this contract."

¶13 The Heaton Agreement's express terms thus undermine Beitman's argument. The parties knew how to allow for recovery based on the Morton Agreement, and they did so for the earnest money. If they intended to extend recovery to legal fees arising out of litigation about the Morton Agreement in the Morton probate case, they could have done so. They did not.

¶14 At bottom, Beitman has no right to recover for the attorney fees he incurred in the Morton probate matter under the Heaton Agreement. The superior court thus did not err.

ATTORNEY FEES AND COSTS

¶15 Neither Beitman nor Heaton asked for an award of attorney fees under the Heaton Agreement. Instead, Beitman requests attorney fees and costs under A.R.S. § 25-324. And Heaton requests attorney fees and costs under A.R.S. §§ 12-341 and -341.01. Because Heaton is the successful party, the court awards her reasonable attorney fees and costs on appeal upon compliance with Rule 21, Arizona Rules of Civil Appellate Procedure.

CONCLUSION

¶16 The court affirms.

MATTHEW J. MARTIN • Clerk of the Court
FILED: JR