



**ARIZONA SUPREME COURT
ORAL ARGUMENT CASE SUMMARY**



Goldwater v. City of Phoenix, CV-25-0033-PR

PARTIES:

Petitioner: Barry Goldwater Institute for Public Policy Research (“Goldwater”)

Respondent: City of Phoenix

Amicus Curiae: League of Arizona Cities and Towns

FACTS:

Every three years the City negotiates labor agreements with various groups of City employees through a meet-and-confer process regulated by the City Code. Each agreement is documented in a separate Memorandum of Understanding (“MOU”).

Here, the City negotiated with the unit of police officers below the rank of sergeant, which was represented by the Phoenix Law Enforcement Association union (“PLEA”). To begin the bargaining process, the City Code required the PLEA to provide the City with a draft MOU.

In December 2022, PLEA told the City that it would bargain for a new MOU, but did not provide a draft of its proposed MOU. The City then began negotiating with PLEA for a new MOU in confidential meetings,

Goldwater sent a public records request to the City and asked for copies of any draft 2024 MOUs. The City released a few letters but stated that it would not release any draft MOUs while negotiating with PLEA because that would have a chilling effect on the parties’ negotiations.

The City also indicated that it was withholding draft the MOUs under the “best interests of the state” exception from the case *Carlson v. Pima County*, 141 Ariz. 487 (1984). In *Carlson*, this Court had held that Arizona has a “strong policy” in favor of disclosing government actions, but that government agencies like the City could “refuse inspection” of document “where the countervailing interests of confidentiality, privacy or the best interests of the state should be appropriately invoked to prevent inspection.” 141 Ariz. at 491.

After the City refused to provide any further information, Goldwater filed a public records lawsuit to force the City to provide the documents. The trial court ruled that the City had shown that confidentiality of the MOU negotiation process was necessary and that the City did not have to turn over any further documents. Goldwater then filed an appeal.

The court of appeals addressed whether the trial court had been too accepting of the City’s reasons during its review and whether the trial court should have independently reviewed the balancing test from *Carlson*. The court of appeals stated:

The trial court appropriately conducted the balancing test pursuant to *Carlson*. In reviewing the trial court’s findings of fact, we apply two different standards of

review. We will uphold its findings of fact unless clearly erroneous. We are, however, free to draw our own conclusions of law from these facts. Thus, whether plaintiffs wrongfully denied defendants access to public records ‘is an issue of law which we review de novo.’

Barry Goldwater Institute for Public Policy Research Center v. City of Phoenix, 259 Ariz. 182, 187 ¶ 16 (App. 2025). The court of appeals disagreed with Goldwater that the trial court had relied too much on the City’s list of general, possible harms instead of requiring the City to show a “probability of specific, material harm” as stated in the case *Mitchell v. Superior Court*, 142 Ariz. 332, 335 (1984). The appellate court ruled that the trial court had properly decided that the City had shown that it was in the “best interests of the state” to withhold copies of draft MOUs. The court of appeals then remanded the case to the trial court so that it could address other issues.

Goldwater then petitioned this Court for review and the Court agreed to review the issues listed below.

ISSUES:

1. Did the Court of Appeals err by not requiring the City, after it invoked the “best interests of the state” exception, to establish a probability that specific, material harm will result from disclosure, as *Mitchell* requires?
2. Did the Court of Appeals err by not applying the *Carlson* balancing test de novo to independently determine whether the City’s purported interests in nondisclosure outweigh the presumption in favor of disclosure?