



## City of Mesa v. Ryan (2025)

**Key Issue:** Does a settlement demand for "policy limits" satisfy the legal requirement for a "sum certain" in a Notice of Claim?

This case involved a multi-vehicle accident where the plaintiff, Ryan, attempted to sue the City of Mesa. Under Arizona law (**A.R.S. § 12-821.01**), before you can sue a government entity, you must file a "Notice of Claim" stating a "sum certain"—an exact dollar amount—for which you are willing to settle. Ryan's notice offered to settle for "\$1,000,000 or the applicable policy limits."

The City of Mesa moved to dismiss the case, arguing that "policy limits" is not an exact number. Because the City had several different insurance layers and policies, they claimed they couldn't be "certain" what the total amount actually was.

The Arizona Supreme Court agreed with the City. They ruled that because the City's risk analysts couldn't determine the exact dollar amount Ryan was asking for without further legal interpretation, the notice was defective. This resulted in the entire lawsuit being dismissed before it could even get to trial.

**Application to AZ Personal Injury Law:** This case is a "procedural landmine." It reinforces that Arizona courts require **strict compliance** when suing the government. If an injured person (or their lawyer) uses vague language like "policy limits" instead of a specific number (e.g., "\$1,250,000.00"), they risk having their entire case thrown out forever.