



NAVIGATING PERSONAL INJURY CLAIMS IN ARIZONA

*From a Former Big Law Partner Who Represented
Fortune 500 Companies and Teams in the NFL, MLB, and NHL*

BY MATT HARTLEY, ESQ.

Heavy Hitters for the Injured

ARIZONA IS ONE OF THE MOST PLAINTIFF-PROTECTIVE STATES IN THE COUNTRY.

Most injured Arizonans never find out.

Arizona's constitution permanently bars the Legislature from capping personal injury damages. Pure comparative negligence means a plaintiff who is 99% at fault still recovers. Hospital liens are not immune from reduction. Recording a conversation without the other party's permission is legal. If your accident involved a city bus, a state vehicle, or any public employee, you have **180 days — not two years** — to serve a formal Notice of Claim, or your case is gone. These are the rules that determine what an Arizona injury case is actually worth, and they're rules most claimants don't know exist until it's too late.

Navigating Personal Injury Claims in Arizona walks through the statutes, the case law, the procedural rules, and the insurance mechanics that decide every settlement number an injured Arizonan will ever be offered. It is written for the person who has been hurt, the family member trying to help, and the reader who wants to understand the system before they need it.

Written by a former Big Law partner who represented Fortune 500 corporations and teams in the NFL, MLB, and NHL — and who has since represented more than 40,000 people.



Matt Hartley, Esq. is the founding attorney of Hartley Law Car Accident & Injury Lawyers, representing injured Arizonans in motor vehicle, rideshare, trucking, motorcycle, pedestrian, and wrongful-death cases throughout the state.

*If you're reading this because you've been in an accident,
you can call. There is no obligation, and there is no fee unless we win.*

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— *Heavy Hitters for the Injured* —



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*For Jen, my wonderful wife,
and our six awesome kids.*

Legal Disclaimer

The information contained in *Navigating Personal Injury Claims in Arizona* is educational. It is intended to help readers understand how Arizona personal injury law works. It is not legal advice, and reading this book does not create an attorney-client relationship between the reader and the author or Hartley Law.

Every personal injury case is unique. Statutes of limitations and other legal deadlines are unforgiving. Anyone with a potential claim should consult a licensed Arizona attorney about the specific facts of their situation before acting or refraining from acting based on anything in this book.

Arizona Revised Statutes (A.R.S.) cited throughout this book are current as of publication and are subject to amendment by the Arizona Legislature. Case law is similarly subject to change. Verify the current status of any statutory or case citation before relying on it.

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Introduction

Most personal injury lawyers spent their careers in personal injury. I didn't.

I grew up in a small Illinois town where most of my classmates went straight from high school to a factory line or a family farm. I took a different road — into the elite corporate firms lawyers call *Big Law*, the firms that represent Fortune 500 companies and major sports organizations. I was a partner at one of the largest law firms in the world. Across more than a decade in Big Law, I represented Fortune 500 corporations and teams in the NFL, MLB, and NHL, and represented clients in matters involving more than \$1 billion.

Somewhere along the way, the work stopped adding up. No families made whole. No lives put back together. Large corporations just getting larger. So I left — walked away from the partnership, the boardrooms, the prestige — and started representing people. More than 40,000 of them so far.

Things really got personal when I got the phone call no one wants. Jen and one of our daughters had been in a serious car accident. In that moment, personal injury law stopped being something I did for a living. It became something I was living — the same place every client I represent is sitting when they first

pick up the phone. Terrified. Unmoored. With no idea how to put life back together.

I'd already chosen this work. The accident showed me why.

Why I Wrote This Book

Most of what I learned about how insurance companies actually evaluate, defend, and pay personal injury claims, I learned from the inside — representing the kinds of institutional clients that hire those insurance companies' favorite defense firms. The playbook insurance companies use against injured Arizonans is a playbook I've seen many times before.

What I found, after years of representing injured people, is that the consumers on the receiving end of that playbook have almost no idea how it works. They don't know what an adjuster's reserve number actually is. They don't know why their settlement offer dropped after they posted a vacation photo. They don't know that Arizona is one of the most plaintiff-protective states in the country and that the protections written into the state constitution shape every settlement number they will ever be offered.

This book is what I would tell every client during their first call if I had three hours instead of thirty minutes. It walks through the statutes, the case law, the procedural rules, the insurance

mechanics, and the decision points that actually determine what a personal injury case is worth in Arizona. It is written for the person who has been hurt, the family member trying to help, and the reader who simply wants to understand how the system works before they need it.

Three Things to Know About How We Work

A few things you should know about Hartley Law before you read further, because they shape the perspective this book is written from.

We bring Fortune 500 strategy to every case. The approach we bring to your case is the approach I brought to Fortune 500 clients and professional sports teams — prepared and built to win, not to settle cheap.

We don't take every case. We take the cases where the right strategy changes the outcome. If yours isn't one of them, we'll tell you on the first call — and point you toward someone who can help. Selectivity is the only way to give the cases we do take the attention they deserve.

You'll understand how your case is valued before you sign anything. No honest attorney can promise a settlement number on day one. What we can promise is that you will understand

exactly what drives your case's value up, what drives it down, and how that math gets built. No mystery numbers.

Those are three of seven operating standards we hold ourselves to. The full set is printed at the back of this book, after the appendices. They are not slogans. They are how we run the firm.

A Note on What This Book Is and Isn't

This book is educational. It is not a substitute for legal advice on a specific case. Personal injury claims turn on facts — the particular collision, injury, insurance policy, and medical record — and no general guide can substitute for an attorney's review of those facts. If you have a potential claim, talk to a lawyer. If you don't have one yet, talk to us. You can reach Hartley Law at 1-844-844-1444, twenty-four hours a day. There is no obligation, and there is no fee unless we win.

Now — let's walk through the law.

Chapter 1: The Golden Hour

What to Do in the First Hours After an Accident

In emergency medicine, the “golden hour” is the window immediately after a traumatic injury during which prompt treatment dramatically improves outcomes. The principle applies to personal injury claims too. What you do — or fail to do — in the first hours and days after an accident often determines whether a claim can be proven at all. Insurance companies know this. Adjusters are trained to call quickly, while you are still in pain and disoriented, before you understand what your case is worth or what you are giving up by talking.

1.1 The Duty to Give Information and Aid (A.R.S. § 28-663)

If you are the driver of a vehicle involved in an accident resulting in injury or death, Arizona law requires you to:

- Give your name, address, and the registration number of the vehicle you are driving.
- Exhibit your driver’s license to the other driver or occupant, upon request.
- Render reasonable assistance to anyone injured, including making arrangements for transportation to a

physician or hospital if it is apparent that medical treatment is necessary or if the injured person requests it.

Important: Failure to comply can result in hit-and-run charges, even if you were not at fault for the collision itself. Being the victim of a crash does not excuse you from the duty to stop, identify yourself, and assist. If the other driver leaves the scene, note the make, model, color, and license plate if you can safely do so, and call 911.

1.2 Accident Reports (A.R.S. § 28-667)

Arizona law requires investigating officers to complete a written report whenever an accident involves injury, death, property damage of \$2,000 or more, or the issuance of a citation. As a practical matter, this means you should call law enforcement to the scene of any accident more serious than a minor parking-lot tap.

Modern vehicles are dense with sensors, cameras, and integrated bumper assemblies. Even a low-speed impact routinely exceeds the \$2,000 threshold once sensor calibration, bumper reinforcement bars, and paint blending are accounted for. Do not assume damage is minor based on what you can see from the outside.

If the responding agency declines to come to the scene, file a report through the relevant jurisdiction's online citizen self-

report portal as soon as you reasonably can. The goal is the same in either case: create a contemporaneous written record that the accident occurred.

1.3 Arizona's One-Party Consent Recording Law (A.R.S. § 13-3005)

Arizona is a one-party consent state for the recording of oral communications. Under A.R.S. § 13-3005, you may lawfully record any conversation to which you are a party, regardless of whether the other party knows or has consented. This is a practical tool that many Arizonans don't know they have.

If the other driver is slurring their speech, acting erratically, apologizing for the collision, or admitting fault, you can start recording on your phone. A roadside admission captured on video is far more valuable than a memory reconstructed six months later. Do so safely, and do not escalate the situation.

1.4 The Duty to Move Vehicles (A.R.S. § 28-664)

Arizona also requires drivers involved in minor property-damage crashes to move their vehicles out of the roadway when it is safe to do so, in order to avoid obstructing traffic. Before moving a vehicle, photograph the scene from multiple angles. The final resting positions of the vehicles are among the most valuable

pieces of evidence for reconstructing fault, and once they are moved, that evidence is gone.

1.5 Evidence That Disappears

The first hours after an accident are also when critical evidence begins to disappear. What is perishable:

- Surveillance footage from nearby businesses is typically overwritten every 7 to 30 days.
- Skid marks and gouge marks wash away in the next monsoon.
- Witnesses leave the scene and become hard to locate.
- Vehicle event data recorders can be overwritten if the vehicle continues to be driven.
- Social media posts from the at-fault driver — admissions, photos showing them drinking earlier in the evening — get deleted.

Before you leave the scene, collect: photographs of both vehicles from all four corners, photographs of the license plates, a photograph of the other driver's insurance card and driver's license, names and phone numbers of any witnesses, and a wide-angle photograph of the intersection capturing any visible cameras on nearby poles or buildings. Five minutes of work here is worth more than weeks of investigation later.

Case Study 1.1: The Delayed-Onset Injury in Gilbert

The situation. Sarah was rear-ended at a red light on Gilbert Road. The vehicles showed only minor scratches. The other driver was apologetic. Sarah felt shaken but otherwise fine, and she agreed there was no need to call the police. They exchanged phone numbers and left.

The complication. Three days later, Sarah's neck seized. An MRI revealed a herniated cervical disc. When she reported the collision to the other driver's insurer, the carrier denied the claim, asserting there was no police report to establish the impact and that her injury "could have happened anywhere."

The lesson. Delayed-onset soft-tissue and disc injuries are common after rear-end collisions. Adrenaline masks pain at the scene. Without an officer-written report, photographic evidence, or contemporaneous witness statements, Sarah faced a steep uphill fight to establish even the basic fact of the collision. When in doubt, call the police, take photographs, and seek medical evaluation the same day or the next morning — even if you feel fine at the scene. The paperwork generated in those first 48 hours is often the difference between a viable claim and a denied one.

Chapter 2: Comparative Negligence in Arizona

How Fault Gets Divided and Why It Matters

Understanding how Arizona courts allocate fault among multiple parties is essential to understanding what your case is worth. It is also the area where unrepresented claimants most often give up money they are legally entitled to recover, because adjusters routinely overstate the legal effect of any contribution to fault by the injured party.

2.1 Pure Comparative Negligence (A.R.S. § 12-2505)

Many states once followed the harsh doctrine of contributory negligence, under which a plaintiff who was even one percent at fault recovered nothing. Arizona abandoned that rule decades ago in favor of pure comparative negligence.

Under A.R.S. § 12-2505, the jury's task is to assign a percentage of fault to every party who contributed to the accident. The plaintiff's recovery is then reduced by the plaintiff's own percentage of fault — but the plaintiff is not barred from recovery, no matter how high that percentage is.

2.2 The 99% Rule

In Arizona, a plaintiff can be 99% at fault for an accident and still recover 1% of their damages from the other party. Arizona is one of only a small number of states that retain this pure form of comparative negligence. Most states that have adopted comparative fault use a modified form that cuts off recovery entirely at 50% or 51% fault.

Worked example. Assume a collision at a Phoenix intersection. The other driver ran a red light and struck your vehicle. You were traveling ten miles per hour over the posted speed limit. At trial, the jury finds your total damages to be \$100,000. The jury assigns 80% of the fault to the other driver and 20% to you. You are entitled to a judgment of \$80,000.

If the same jury had found you 60% at fault and the other driver 40% at fault, you would still be entitled to a judgment of \$40,000. In a modified-comparative state, you would have been barred entirely.

2.3 The Non-Party at Fault (A.R.S. § 12-2506)

Arizona also permits defendants to point the finger at absent third parties. Under A.R.S. § 12-2506, a defendant who properly notices a non-party at fault may ask the jury to allocate a portion of the fault to someone who is not in the lawsuit.

Example. You sue a driver who hit you. The driver claims a third vehicle, never identified, cut him off and caused him to swerve into your lane. If the defendant timely designates the phantom driver as a non-party at fault, the jury can assign a percentage of fault to that phantom vehicle, reducing what the named defendant owes you.

This is sometimes called the empty-chair defense because the defendant is effectively pointing at an empty chair in the courtroom. A properly prepared plaintiff's case anticipates the move, develops the evidence against it, and — where possible — identifies and serves the third party before trial.

2.4 Two Statutory Bars to Recovery

Two Arizona statutes carve out exceptions to pure comparative negligence:

A.R.S. § 12-711 (alcohol or drug impairment). If the plaintiff was under the influence of alcohol or drugs to a degree that impaired the ability to act safely, and the plaintiff was at least 50% at fault for the incident, the jury may find the defendant not liable. This is an affirmative defense that the defendant must plead and prove.

A.R.S. § 12-712 (felonious conduct). If the plaintiff was attempting to commit, committing, or fleeing from a felony, and

the felonious conduct contributed to the injury, the plaintiff is barred from recovery. This is a complete bar, not a comparative reduction.

Case Study 2.1: The Jaywalker in Downtown Tucson

The situation. Mark was crossing Congress Street in downtown Tucson outside of any marked crosswalk — a violation of A.R.S. § 28-793. A delivery truck driver, looking down at his dispatch tablet, struck Mark and broke his leg.

The carrier's position. The insurance carrier offered \$0, asserting that because Mark was jaywalking, he was 100% at fault.

The outcome. Arizona law imposes a duty on every driver to maintain a proper lookout, regardless of whether the pedestrian had the right of way. Evidence that the driver was looking at his tablet at the moment of impact undermined the carrier's position. The case settled on the premise that the driver was 70% at fault for inattention and Mark was 30% at fault for crossing outside a crosswalk.

- **Total damages:** \$50,000
- **Mark's recovery (70%):** \$35,000

Chapter 3: Arizona Insurance Coverage

How Auto Policies Actually Work

Every Arizona auto-accident claim ultimately turns on insurance. The at-fault driver almost never pays out of pocket; the check comes from an insurance carrier, and the amount of that check is constrained by the terms of one or more policies. Knowing which policies are potentially in play, and how Arizona law regulates them, is fundamental to evaluating a claim.

3.1 Minimum Liability Limits (A.R.S. § 28-4009)

As of the 2020 amendments to A.R.S. § 28-4009, Arizona's minimum auto liability limits are \$25,000 per person, \$50,000 per accident, and \$15,000 for property damage — commonly written as 25/50/15. These limits are inadequate by modern standards. A single trip to the emergency room after a moderate collision can exceed \$25,000. This is why the coverage discussed in the next section matters so much.

3.2 Uninsured and Underinsured Motorist Coverage (A.R.S. § 20-259.01)

Uninsured Motorist (UM) coverage protects you when the at-fault driver has no insurance at all. **Underinsured Motorist**

(UIM) coverage protects you when the at-fault driver has some insurance but not enough to cover your damages.

Arizona law requires every auto insurer to offer UM and UIM coverage in writing at the time a policy is issued. The insurer must obtain the insured's written selection or rejection of those coverages. If the insurer cannot produce a signed selection-or-rejection form when a claim arises, Arizona law treats the coverage as included in the policy by default, at limits equal to the liability limits.

This is not a technicality. Carriers do lose these forms. A careful attorney's audit of the underwriting file can uncover significant additional coverage in a meaningful share of cases.

3.3 Medical Payments Coverage

Medical Payments coverage — “Med Pay” — is an optional first-party coverage that pays medical bills for you and your passengers regardless of fault. In Arizona, Med Pay is generally not subject to subrogation, meaning the auto insurer typically cannot claw it back from a later liability settlement. For that reason, even a modest \$5,000 Med Pay policy is often the most useful coverage on the declarations page: it pays quickly, without fault disputes, and typically without any right of reimbursement. Most policyholders don't know whether they have it. Ask for your declarations page and check.

3.4 Anti-Stacking Provisions

Insurance policies often contain anti-stacking language designed to prevent an insured from combining (stacking) the UM/UIM limits of multiple vehicles on the same policy or multiple policies in the same household. Arizona courts enforce clear anti-stacking provisions but have repeatedly struck down ambiguous ones, with any ambiguity construed against the insurer who drafted the policy. A careful review of the actual policy language — not just the declarations page — is essential whenever multiple vehicles or policies are involved.

3.5 The Duty of Good Faith and Fair Dealing

Every insurance contract in Arizona carries an implied covenant of good faith and fair dealing. The Arizona Supreme Court's decision in *Rawlings v. Apodaca*, 151 Ariz. 149 (1986), established that an insurer's breach of this covenant — by denying a claim without reasonable grounds, by failing to investigate adequately, or by lowballing in the face of clear evidence — is an independent tort. That tort can support damages beyond the policy limits, including punitive damages in appropriate cases.

This is one of the most consequential doctrines in Arizona insurance law. An insurer that lowballs a serious claim, ignores medical evidence, or drags out its investigation exposes itself to liability the policy does not cap. A demand package that

documents the conduct and frames the exposure changes how a serious case is evaluated by the carrier.

Case Study 3.1: Layered Coverage After a Mesa T-Bone

The situation. A commercial landscaping truck ran a red light in Mesa and T-boned a client's sedan, leaving her with a fractured pelvis, a ruptured spleen, and more than \$280,000 in acute medical bills. The at-fault driver carried only Arizona's minimum \$25,000 / \$50,000 liability policy.

The complication. Standing alone, \$25,000 would not cover even a single week of the client's hospital stay.

The resolution. The client carried \$250,000 in UIM coverage on her own policy. After tendering the at-fault driver's \$25,000 limit, we opened a UIM claim against her own carrier. The landscaping company's commercial umbrella carrier was also identified through corporate filings. The combined recovery exceeded \$600,000 — none of which would have been accessed without identifying every layer of coverage in play.

Chapter 4: Arizona's Constitutional Damages Shield

Why Damages in Arizona Are Not Capped

Most states have enacted statutory caps on various categories of personal injury damages: on pain and suffering, on punitive damages, on medical malpractice awards. Arizona has not. The reason is structural, not political. Arizona's constitution forbids it, and the prohibition has held for more than a century.

4.1 Article 2, Section 31 of the Arizona Constitution

The Arizona Constitution contains a provision that is, to this day, one of the most plaintiff-protective provisions in any state charter:

“No law shall be enacted in this state limiting the amount of damages to be recovered for causing the death or injury of any person.”

Under this provision, the Arizona Legislature cannot decide that a wrongful death claim is worth no more than \$250,000, or that a paralysis case is worth no more than \$1 million. Only the jury hearing the case can set the value. Multiple attempts to cap damages in Arizona have been struck down on this ground.

4.2 The Eggshell Plaintiff Doctrine

One of the most common defenses you will hear from an adjuster is some version of: “Your client already had a bad back. We’re not paying for a preexisting condition.” That argument misstates Arizona law.

The rule is that a defendant takes the plaintiff as the defendant finds them. If a negligent driver rear-ends a plaintiff with a preexisting spinal condition and the impact causes that previously asymptomatic condition to become painful, debilitating, or disabling, the defendant is liable for the full extent of that aggravation — not merely for the injury an average person would have suffered.

The standard Arizona civil jury instruction on preexisting conditions tells the jury that the defendant is responsible for any aggravation of a preexisting condition caused by the defendant’s negligence, even if the resulting injury is more serious than would have been suffered by a person in good health. A properly presented case does not hide the preexisting condition. It owns it, then argues for the full value of the aggravation.

4.3 Punitive Damages

Arizona permits punitive damages in cases involving conduct undertaken with an “evil mind” — conduct that is outrageous, willful, or undertaken with reckless indifference to the rights of

others. The standard, set in *Rawlings v. Apodaca* and refined in later cases, is high. Negligence alone, even gross negligence, does not qualify. But drunk driving, falsified trucking logs, deliberate insurance bad faith, and similar conduct may meet the standard. Because Arizona does not cap damages, a properly supported punitive claim can substantially increase the value of a case.

Chapter 5: Valuing Pain and Suffering

How Non-Economic Damages Get Translated Into Numbers

How do you put a dollar value on the inability to pick up your child, or on the constant ache in your neck that wakes you up at 3 a.m.? There is no formula in any Arizona statute that tells a jury how to do it. What we have instead are two general approaches developed over decades of practice, each of which tries to anchor the jury's thinking in a defensible number.

5.1 Special Damages and General Damages

Before discussing either approach, it helps to understand the basic taxonomy:

- **Special damages** are economic losses that can be proved with a receipt or a paystub: medical bills, lost wages, property damage, out-of-pocket expenses.
- **General damages** are non-economic losses that cannot be proved with a receipt: pain, suffering, loss of enjoyment of life, emotional distress, disfigurement, loss of consortium.

Arizona law permits recovery of both. The two approaches below are tools for valuing the general-damages component.

5.2 The Multiplier Method

The multiplier method starts with the plaintiff's special damages and multiplies them by a factor to arrive at a general-damages number.

- **1.5× to 2×:** Soft-tissue injuries with complete recovery in a few months.
- **2× to 3×:** Significant soft-tissue injuries, minor fractures, or injuries requiring prolonged physical therapy.
- **3× to 5×:** Hard injuries — herniated discs, significant fractures, permanent scarring.
- **5× and above:** Catastrophic injuries: paralysis, traumatic brain injury, loss of a limb.

The multiplier is not a rule of law. It is a heuristic used by insurance carriers and plaintiff's attorneys as a starting point for negotiation. The multiplier selected should be driven by documented life-impact evidence: activities the plaintiff can no longer perform, hobbies abandoned, relationships strained, medications required.

5.3 The Per Diem Method

The per diem method assigns a daily dollar value to the plaintiff's suffering and multiplies that value by the number of days the suffering has continued and will continue.

Worked example. Assume a plaintiff whose injury will cause ongoing pain for 400 days of recovery. At \$200 per day, the per diem general-damages claim is $400 \times \$200 = \$80,000$. The \$200 figure is often anchored to a real-world reference — the plaintiff's daily wage, or a reasonable daily rate for manual labor — to give the jury a tangible frame.

5.4 Hedonic Damages: Loss of Enjoyment of Life

Arizona recognizes damages for the loss of enjoyment of life, sometimes called hedonic damages. These are conceptually distinct from physical pain. They include:

- Loss of hobbies — hiking Camelback, golfing at Papago, fly-fishing the Salt River.
- Loss of companionship and marital intimacy (often claimed by a spouse as loss of consortium).
- The emotional toll of no longer being able to play with one's children or grandchildren.
- Loss of the ability to perform routine daily activities that give life its texture.

Jurors respond to specifics. “I used to hike twice a week” is less powerful than “I hiked Camelback every Saturday morning with my son for six years, and we haven't been back since the crash.”

5.5 Putting It Together: A Worked Valuation

Assume a plaintiff with a herniated disc, \$45,000 in medical bills, \$15,000 in lost wages, a surgical recommendation, and a reasonable projection of two years of continued pain and limitation.

- **Special damages:** \$45,000 medical + \$15,000 wages = \$60,000
- **Multiplier approach (3×):** \$60,000 × 3 = \$180,000 general damages
- **Per diem approach (\$175/day × 730 days):** \$127,750 general damages
- **Combined case value range:** \$60,000 (specials) + \$128,000 to \$180,000 (generals) = \$188,000 to \$240,000

No calculator produces “the” right answer. Both methods produce ranges, not points, and a jury ultimately decides. A disciplined valuation using both methods as checks on each other produces a defensible demand and a credible negotiating position.

Chapter 6: Statutes of Limitations

Arizona's Filing Deadlines

Arizona law rewards diligence and punishes delay. Even the strongest case, with millions in damages and unambiguous liability, will be dismissed without hesitation if the plaintiff misses the filing deadline. Statutes of limitations are jurisdictional. Judges do not have discretion to extend them because the plaintiff had a good excuse.

6.1 The Standard Two-Year Rule (A.R.S. § 12-542)

For most personal injury actions in Arizona — car crashes, premises liability, assaults, defamation — the statute of limitations is two years from the date the cause of action accrues.

When does the clock start? Usually on the date of the injury. Under the discovery rule, however, the clock does not begin until the plaintiff knew, or in the exercise of reasonable diligence should have known, of the injury and its probable cause. This rule is most often invoked in medical malpractice and toxic-exposure cases where the injury is latent.

6.2 Tolling for Minors and Incapacity (A.R.S. § 12-502)

Certain circumstances pause, or toll, the statute of limitations:

- **Minors.** If the injured person is under 18, the two-year clock generally does not begin to run until the minor's 18th birthday. A parent's derivative claim for the child's medical expenses, however, follows the parent's own two-year clock and must be filed promptly.
- **Mental incapacity.** If the plaintiff is of unsound mind when the cause of action accrues, the clock does not start until the incapacity ends.
- **Fraudulent concealment.** If the defendant fraudulently conceals the existence of the cause of action, the clock does not start until the fraud is or reasonably should be discovered.

6.3 The 180-Day Government Trap (A.R.S. § 12-821.01)

This is the single most dangerous deadline in the Arizona Revised Statutes, because it surprises so many people. Any claim against a public entity or public employee — a city bus, a state vehicle, a county sheriff's patrol car, a school district, a public hospital — is governed by the Notice of Claim statute.

- **Notice of Claim deadline.** A formal Notice of Claim must be served on the public entity within 180 days of accrual.

- **Sum certain requirement.** The notice must state a specific dollar amount for which the claimant will settle. “To be determined” makes the notice invalid as a matter of law.
- **One-year lawsuit deadline (A.R.S. § 12-821).** Even after timely service of the notice, the lawsuit must be filed within one year of accrual — not two.

Arizona appellate courts have been unforgiving about these rules. If any possibility of public-entity involvement exists, consult an attorney immediately — not weeks later.

6.4 Wrongful Death

In wrongful death cases, the two-year clock begins on the date of death, which may be later than the date of the injury. This is critical when someone lingers in the hospital for weeks or months after a catastrophic injury before passing away.

Chapter 7: Medical Liens

Protecting Your Settlement

Winning a settlement is only half the work. The other half is keeping it. Medical providers in Arizona have statutory rights to assert liens against personal injury settlements, and if those liens are not managed carefully, they can consume most or all of the client's recovery before a single dollar reaches the client.

7.1 Perfecting the Hospital Lien (A.R.S. §§ 33-931, 33-932)

For a hospital lien to be enforceable against a personal injury settlement, the hospital must perfect the lien by recording it with the county recorder in the county where services were provided.

Under A.R.S. § 33-932(A), the lien must be recorded either before the patient receives hospital services, or within 30 days after the date the patient last received services related to the injury. The statute also requires the lien to be served on the patient (and the patient's attorney, if known) within five days of recording.

A lien recorded outside these windows, or served improperly, is not perfected. An unperfected lien does not attach to the settlement, and the hospital's only recourse is an ordinary

collection action against the patient — without the statutory protections the hospital lien statute provides.

7.2 Negotiating Reductions

Arizona case law — most notably *LaBombard v. Samaritan Health System*, 195 Ariz. 543 (App. 1998), and its progeny — establishes that hospital liens are not immune from reduction. Courts will examine the reasonableness of the charges, the insurance or other resources available, the severity of the injury, and the equity of the overall distribution when deciding lien disputes.

In practice, most hospital liens in Arizona are negotiated down before a court is ever involved. A well-documented demand — showing the total recovery, outstanding liens from other providers, attorney's fees and costs, and the net figure the client would receive if the lien were paid in full — often results in substantial voluntary reductions. Lien negotiation is one of the highest-leverage tasks an attorney performs, and it is the work that turns a gross settlement number into a meaningful net recovery for the client.

7.3 The Informal Thirds Framework

In Arizona personal injury practice, settlements are often evaluated informally against a rough thirds framework: one third for attorney's fees, one third for medical liens and outstanding

bills, and one third for the client's net recovery. This is not a rule of law. It is a common rule of thumb used during negotiation to evaluate whether a distribution is equitable. When a lien is so large that it breaks the rough balance, it becomes a strong argument for reduction.

7.4 AHCCCS and Medicare Liens

If any portion of the client's medical care was paid by AHCCCS (Arizona's Medicaid program) or Medicare, those entities have federal and state statutory rights of recovery that are far more difficult to reduce than private hospital liens. A critical Arizona decision in this area is *Abbott v. Banner Health Network*, 239 Ariz. 409 (2016), in which the Arizona Supreme Court held that a hospital that accepts AHCCCS payment for services cannot then balance-bill the patient (or assert a lien against the patient's personal injury settlement) for the difference between the AHCCCS payment and the hospital's customary charges. AHCCCS payment is payment in full. This rule has been worth hundreds of thousands of dollars to AHCCCS-insured clients.

Case Study 7.1: The \$60,000 Saved

The situation. A client treated for a motorcycle crash ran up an \$60,000 hospital bill. The case settled for \$100,000 — the at-fault driver's policy limit.

The problem. If the hospital lien were paid in full, the client would receive approximately \$7,000 after attorney's fees and costs — a result that made no practical sense given the severity of the injury.

The resolution. The hospital had recorded its lien 35 days after discharge, outside the 30-day window in A.R.S. § 33-932. That timing issue, combined with a detailed distribution analysis showing the inequity of paying the lien in full, resulted in the hospital agreeing to accept \$20,000 — a 66% reduction. The client walked away with an additional \$40,000 in net recovery.

Chapter 8: The Litigation Roadmap

Navigating Arizona's Courts

When pre-suit negotiation fails, the case moves into litigation.

Arizona's procedural rules shape how that litigation unfolds, and understanding them is part of understanding whether and when to file suit.

8.1 Choosing a Court

- **Superior Court.** Arizona's general-jurisdiction trial court. Personal injury cases seeking more than \$10,000 are filed here.
- **Justice Court.** Limited-jurisdiction court with a \$10,000 cap. Faster and less expensive, but with more limited discovery.
- **Federal District Court.** Available when there is diversity of citizenship between the parties and at least \$75,000 in controversy. Federal procedural rules differ, but Arizona substantive law still applies.

Venue is generally proper where the accident occurred or where the defendant resides.

8.2 Rule 26.1 Disclosure

Arizona is unusual among American jurisdictions in requiring extensive early disclosure. Under Arizona Rule of Civil Procedure 26.1, each party must serve a comprehensive disclosure statement within 40 days after the first responsive pleading is filed. The disclosure must identify all witnesses, theories of liability, computation of damages, relevant documents, and expert witnesses the party expects to call.

This cards-on-the-table philosophy forces both sides to take their own cases seriously early. A disclosure that identifies a thoroughly investigated liability theory, supported by specific witness statements and expert reports, frequently produces a settlement offer that would not otherwise have materialized.

8.3 Compulsory Arbitration

In Maricopa County, Pima County, and several other counties, cases seeking damages below a threshold amount (currently \$50,000 in Maricopa County) are funneled into compulsory arbitration.

- **The process.** A neutral attorney is appointed as the arbitrator, holds a hearing, and issues an award.
- **The appeal.** Either party can appeal the award and demand a trial de novo. But the appealing party must do

better at trial than they did in arbitration by a specified margin, or face fee- and cost-shifting consequences.

8.4 Offer of Judgment (Rule 68)

Arizona's Rule 68 is one of the most effective settlement-leverage tools in the state's procedural toolkit. Either party may serve an offer of judgment specifying the amount for which they are willing to resolve the case. The offer remains open for 30 days.

If the offer is rejected and the offering party obtains a result at trial that is more favorable to them than the rejected offer, the rejecting party is sanctioned with a fee equal to 20% of the difference between the offered amount and the final judgment amount. On large cases, this can add tens of thousands of dollars, if not millions, in cost exposure.

8.5 Mediation and Settlement Conferences

Most Arizona personal injury cases settle before trial, and a large share of them settle at mediation. Mediation is a structured settlement negotiation facilitated by a neutral mediator — typically a retired judge or experienced trial lawyer — who shuttles between the parties. Mediators do not decide the case; they help the parties evaluate the strengths and weaknesses of their positions and identify a number everyone can accept.

Settlement conferences serve a similar function but are conducted by a sitting judge or court-appointed judge pro tempore, and are often court-ordered. Both mechanisms reward preparation: a clear valuation analysis, a credible trial alternative, and a disciplined approach to authority levels.

Chapter 9: Finding Additional Defendants

Dram Shop, Vicarious Liability, and Layered Coverage

Often the person who caused the injury is judgment-proof — uninsured or carrying minimum limits that cannot possibly cover the damages. Identifying additional defendants with meaningful coverage is one of the most important tasks an attorney performs in the early weeks of a case.

9.1 Arizona Dram Shop Liability (A.R.S. § 4-311)

Arizona's dram shop statute permits recovery against a licensed liquor establishment that sold alcohol to an obviously intoxicated patron who then caused an accident.

- **The obviously-intoxicated test.** The establishment is liable only if the patron was obviously intoxicated at the time of service — meaning their intoxication would have been apparent to a reasonable person. Slurred speech, unsteady movement, bloodshot eyes, and disorderly behavior are typical indicators.
- **Service to minors.** Arizona imposes strict liability on liquor establishments that serve patrons under 21. If a 19-year-old is served at a bar, drives away, and causes a

crash, the bar is liable without any requirement to prove obvious intoxication.

Dram shop investigations typically rely on surveillance video, point-of-sale records, credit card receipts, and server interviews. The commercial liability policies carried by bars and restaurants are typically far larger than the minimum auto policies carried by individual drinkers, so the investment in dram shop investigation is usually worthwhile.

9.2 Social Host Liability

Arizona has been more cautious about imposing liability on social hosts (private individuals serving alcohol in their homes) than on licensed establishments. In most cases, a social host is not liable for the conduct of an adult guest who drinks at a party and then drives. A social host who knowingly provides alcohol to a minor, however, can face liability under a separate negligence theory.

9.3 Vicarious Liability and Respondeat Superior

Under the doctrine of respondeat superior, an employer is vicariously liable for the torts of its employees committed within the course and scope of employment. If the at-fault driver was driving for work at the time of the crash — making a delivery,

driving between job sites, running an errand for the employer — the employer's commercial policy is in play.

- **Company vehicles.** When the employee is driving a company-owned vehicle, the vicarious-liability analysis is straightforward.
- **Personal vehicle used for work.** When the employee is driving a personal car while performing a task for the employer, the employer is still vicariously liable, and the employer's non-owned-auto coverage may be triggered.
- **The coming-and-going rule.** Generally, an employee's routine commute is not within the scope of employment. But there are many exceptions — including employees running specific errands for the employer on their commute, traveling employees, and employees with no fixed workplace.

Case Study 9.1: The Bar Tab in Old Town Scottsdale

The situation. On a Friday night in Old Town Scottsdale, a 24-year-old patron drank at a local bar for more than six hours. Surveillance video later showed him stumbling, slurring his speech, knocking over a chair, and being served two additional shots shortly before leaving.

The crash. The patron ran a red light at Camelback and Scottsdale Road, striking our client — a mother of two — broadside. The impact shattered her pelvis.

The coverage problem. The at-fault driver carried only the Arizona minimum \$25,000 liability policy.

The dram shop claim. Under A.R.S. § 4-311, the bar's \$2,000,000 commercial liability policy was placed in play. Surveillance video, point-of-sale records showing the sequence of drinks served, and a toxicologist's reconstruction of the driver's blood alcohol level at the time of the last service established that the driver was obviously intoxicated when he was served his final shots.

The resolution. The case resolved for a seven-figure combined recovery from the driver's carrier and the bar's carrier. The client's surgical care, rehabilitation, home modifications, and long-term care were all provided for.

Chapter 10: Soft Tissue Injuries and the MIST Defense

What the Medicine and Physics Actually Show

Insurance carriers have invested heavily, over decades, in framing rear-end collisions with minimal visible vehicle damage as injuries that cannot have been serious. They call these claims MIST — Minor Impact Soft Tissue. The framing is intuitive to jurors (“look at the car — how could anyone have been hurt?”) and it is designed to justify lowball offers. The medicine and engineering tell a different story.

10.1 Claims Software and Algorithmic Valuation

Major carriers use proprietary software — Colossus, Liability Analyzer, and similar tools — to value bodily injury claims. These programs take inputs such as the property damage estimate, the specific injury codes, the type and duration of treatment, and output a suggested settlement range.

When the property damage is below a certain threshold, the software typically caps the adjuster’s settlement authority at a so-called nuisance value. Adjusters are generally unable to override the cap without escalating the file to a supervisor. The effect is that legitimate, well-documented claims are systematically under-offered based on the wrong input variable — bumper damage — rather than on the actual medical evidence.

Working past the software requires focusing the file on the medical and functional outcomes the software cannot easily discount: radicular symptoms, objective imaging findings, documented loss of range of motion, surgical recommendations, and work restrictions. These variables force the file to be handled by a more senior adjuster, and they re-anchor the valuation on the medicine rather than the bumper.

10.2 The Physics of Low-Speed Impact

The most common defense argument sounds intuitive: “Look at the bumper. There’s barely a scratch. How could anyone have been hurt?” The answer is counter-intuitive and requires a brief discussion of physics.

Modern vehicle bumpers are engineered to absorb low-speed impacts (typically up to about 5 mph) without sustaining visible damage. The bumper is designed to be elastic — to deform slightly and then return to its original shape. The energy of the collision does not vanish. When the bumper does not crumple to absorb the energy (which would require visible damage), the energy is instead transferred through the vehicle’s frame, into the seat, and into the occupant.

This is why a rear-end collision at 8 to 15 miles per hour, with little or no visible bumper damage, can nonetheless generate head and neck accelerations of 4 to 6 G in the occupant — more

than enough to produce ligament and disc injuries. Counter-intuitively, a collision that crumples the bumper is in some ways better for the occupant, because the crumpling absorbs energy before it reaches the person inside.

10.3 Cervical Acceleration-Deceleration (CAD) Syndrome

The term “whiplash” has become a punch line because insurance defense has spent decades turning it into one. The clinical term used in modern medical literature is cervical acceleration-deceleration (CAD) syndrome, or whiplash-associated disorder (WAD).

During a rear-end collision, the occupant’s torso is accelerated forward by the seatback while the head — which has no such surface applying force to it — lags behind by approximately 100 milliseconds. The cervical spine forms a characteristic S-curve: the lower cervical vertebrae are forced into extension while the upper vertebrae are still in flexion. The motion happens faster than the neck’s protective muscle reflexes can respond. The result is stretching and tearing of the facet joint capsules, the anterior longitudinal ligament, and sometimes the intervertebral discs — all structures with dense innervation that produce significant pain when injured.

10.4 Delayed Onset Is Biology, Not Opportunism

A classic defense argument is: “The plaintiff says they felt fine at the scene. If they had really been hurt, they would have felt it right away.” The biology is the opposite.

Adrenaline and other catecholamines released during a traumatic event mask pain at the scene. As these hormones dissipate over the hours following the collision, the inflammatory cascade begins: cytokines, histamines, and prostaglandins accumulate at the site of tissue damage, and the characteristic pain and stiffness of soft-tissue injury sets in. The typical presentation is feeling shaken up at the scene, going home, waking up the next morning with a stiff neck, and reaching peak symptoms 48 to 72 hours after the collision.

That is not evidence of a fabricated claim. It is how soft-tissue injury works.

10.5 Imaging Beyond the Plain X-Ray

A standard X-ray shows bone. It does not show soft tissue, and it does not show dynamic motion. When a plain X-ray is read as negative, the insurer often argues the injury does not exist. More sophisticated imaging frequently tells a different story.

- **Digital Motion X-Ray (DMX).** A fluoroscopic study that captures the spine in motion, revealing ligamentous laxity — unstable joints that move in ways a healthy spine does not — that a static X-ray cannot detect.
- **High-field MRI.** A 3-Tesla MRI reveals disc pathology (annular tears, Modic changes, disc desiccation) and facet joint pathology that standard imaging misses.
- **Medial branch blocks and facet injections.**
Diagnostic procedures that can confirm the cervical facet joints as the source of pain by demonstrating temporary relief with anesthetic injection.

Case Study 10.1: A Parking Lot Tap in Sun City

The situation. An elderly woman was tapped from behind while backing out of a parking space. The property damage estimate came to \$482. The carrier called it a “parking lot tap” and refused to offer more than \$1,000.

The medicine. The client had a preexisting degenerative condition in her cervical spine — unremarkable for a woman her age and entirely asymptomatic before the collision. The impact activated the previously dormant condition, producing severe neck pain, radicular symptoms in her right arm, and a permanent loss of range of motion.

The doctrine. The eggshell plaintiff rule applied squarely. The defendant took the plaintiff as he found her, and the fact that a younger person would have been unaffected by the same impact was legally irrelevant.

The resolution. The case resolved for \$45,000 — 45 times the carrier's initial position. The file was escalated past the algorithmic valuation by documenting radicular symptoms, objective imaging, and the functional impact on the client's daily life.

Chapter 11: Trucking and Catastrophic Injury Cases

Federal Regulation Meets State Tort Law

Commercial trucking accidents are not simply larger car crashes. They are governed by a distinct body of federal regulation that imposes a higher standard of care on drivers, carriers, and shippers — and that creates additional theories of liability unavailable in ordinary motor vehicle cases.

11.1 The Federal Motor Carrier Safety Regulations

Commercial motor vehicles operating in interstate commerce are subject to the Federal Motor Carrier Safety Regulations, 49 C.F.R. Parts 350 et seq. The regulations cover everything from driver qualifications, medical certifications, hours-of-service limits, vehicle maintenance, drug and alcohol testing, and record-keeping.

A violation of an FMCSR provision is often admissible as evidence of negligence per se, depending on the specific regulation and the nature of the injury. More importantly, the regulations provide the road map for investigating what went wrong.

11.2 Hours of Service and Driver Fatigue

Under 49 C.F.R. § 395, commercial drivers are limited to 11 hours of driving within a 14-hour on-duty window, followed by a mandatory 10-hour rest period. Weekly limits cap drivers at 60 hours in seven days or 70 hours in eight days.

Driver fatigue is one of the leading causes of serious trucking crashes. The consequences of a fatigued driver operating an 80,000-pound vehicle at highway speed are not hypothetical. They are catastrophic.

Modern trucks are required to use electronic logging devices (ELDs) that record driving time automatically. Paper logs — which were easy to falsify — have largely been eliminated. The ELD data, combined with GPS records, fuel purchase records, toll transponder records, and dispatch communications, allows a careful investigator to reconstruct the driver's actual activity in the days leading up to the crash.

11.3 The Electronic Control Module

Modern commercial trucks are equipped with engine control modules that continuously record operational data: vehicle speed, RPM, throttle position, brake application, and a rolling window of pre-crash data. This data is typically preserved only for a limited period and can be overwritten by continued operation.

A spoliation letter — a formal legal notice to the trucking company demanding preservation of the vehicle, the ECM data, the ELD records, and other evidence — should be sent within days of the crash. Failure to preserve evidence after receipt of a spoliation notice can result in adverse inference instructions at trial, meaning the jury will be told to assume the missing evidence would have been unfavorable to the defendant.

11.4 Negligent Hiring, Retention, and Entrustment

In Arizona, a commercial motor carrier can be held directly liable — in addition to its vicarious liability for the driver's conduct — under theories of negligent hiring, retention, supervision, and entrustment. These claims reach the carrier's own conduct: failing to check driving records before hiring, ignoring prior drug test failures, failing to enforce hours-of-service rules, pressuring drivers to meet unrealistic delivery schedules that incentivize violations.

Direct-negligence claims against the carrier often support punitive damages because they typically involve systemic conduct rather than a single driver's lapse. They also expose the carrier's primary and umbrella insurance layers, which can collectively amount to many millions of dollars.

11.5 Wrongful Death in Arizona (A.R.S. § 12-612)

When a commercial trucking crash, or any other tort, results in death, Arizona's wrongful death statute governs who can bring a claim and what can be recovered.

- **Statutory plaintiffs.** Only a surviving spouse, child, or parent may bring a wrongful death claim. If there is no such survivor, the decedent's personal representative may bring the claim on behalf of the estate.
- **Damages.** Recoverable damages include loss of love, companionship, affection, care, protection, society, and guidance; loss of financial support; and funeral and burial expenses. Pain and suffering experienced by the decedent before death is recovered in a separate survival action.
- **Apportionment.** The jury awards a lump sum. Apportionment among the statutory beneficiaries is handled afterward, either by agreement or by the court.

Case Study 11.1: Falsified Logs on the I-10

The situation. A family was traveling eastbound on I-10 near Casa Grande when a tractor-trailer drifted across the lane line and clipped the family's SUV, sending it into the median. The

driver told the investigating officer that a sudden gust of wind had caused the drift.

The early investigation. The initial report recorded the crash as a weather-related event. A spoliation letter was sent to the carrier within 48 hours demanding preservation of the ELD data, the ECM data, GPS records, dispatch logs, and fuel receipts.

The discovery. The ELD data showed the driver had been on duty for 16 consecutive hours — five hours past the federal limit. The GPS data showed the truck had been moving at highway speed during a four-hour stretch the ELD recorded as off-duty. Fuel receipts placed the truck at a station 300 miles from where the log showed the driver sleeping. The log had been manually edited to conceal the violation.

The theory. A fatigue expert testified that driver fatigue at 16 hours of continuous duty produces impairment comparable to legal intoxication. Negligent-supervision claims were added against the carrier for systemic failure to audit its drivers' logs.

The resolution. The case resolved on the courthouse steps for a multi-million-dollar combined recovery from the carrier's primary and umbrella policies.

Chapter 12: Medical Malpractice

The Highest Bar in Personal Injury Law

Medical malpractice cases are the most difficult personal injury cases to pursue in Arizona. They are expensive to prosecute, they require expert testimony on both liability and causation, and they are governed by statutory gatekeeping provisions designed to weed out weak claims early.

12.1 The Standard of Care (A.R.S. § 12-563)

Arizona law does not hold healthcare providers to a standard of perfection. A bad outcome is not, by itself, malpractice. To prevail, a plaintiff must prove two elements:

- The healthcare provider failed to exercise that degree of care, skill, and learning expected of a reasonable, prudent healthcare provider in the same profession or class in the state acting in the same or similar circumstances.
- That failure was a proximate cause of the injury.

The standard of care is defined by what other providers in the same specialty would have done in the same circumstances. It cannot be proved by the plaintiff's own testimony, by common sense, or by medical textbooks alone. It must be established through the testimony of a qualified expert witness.

12.2 The Preliminary Expert Opinion Affidavit (A.R.S. § 12-2603)

Arizona requires the plaintiff in most medical malpractice cases to serve a preliminary expert opinion affidavit — sometimes called a certificate of merit — establishing the specific acts or omissions that fell below the standard of care.

- **Same-specialty requirement.** The expert signing the affidavit must spend the majority of their professional time practicing in the same specialty, or a substantially similar specialty, as the defendant. A general practitioner cannot testify against a board-certified cardiologist.
- **Consequences of non-compliance.** Failure to provide a qualifying affidavit within the statutory timeframe can result in dismissal of the case with prejudice. Arizona courts enforce the rule strictly.

12.3 Informed Consent

Medical malpractice is not always about what the doctor did; sometimes it is about what the doctor did not say. Under Arizona law, a physician has a duty to disclose to the patient the material risks of a proposed treatment, the available alternatives, and the likely consequences of refusing treatment.

The legal test asks whether a reasonable person in the patient's position would have declined the procedure if properly informed, and whether the undisclosed risk actually materialized. A plaintiff who consented to a procedure and sustained a fully disclosed risk has no informed-consent claim, regardless of how bad the outcome was.

12.4 Common Categories of Medical Malpractice

- **Misdiagnosis and delayed diagnosis.** Failure to order indicated diagnostic tests that would have caught a serious condition. Common in cancer, stroke, heart attack, and pulmonary embolism cases.
- **Surgical errors.** Retained foreign objects, wrong-site surgery, wrong-patient surgery, wrong-procedure surgery. These are classic *res ipsa loquitur* cases because they essentially cannot occur without negligence.
- **Medication errors.** Wrong medication, wrong dose, or administration of a medication to which the patient has a documented allergy.
- **Birth injuries.** Failure to respond to fetal distress, improper use of forceps or vacuum, delayed C-section resulting in hypoxic brain injury.

- **Anesthesia errors.** Improper intubation, failure to monitor vital signs, allergic reaction to inadequately screened medication.

12.5 No Damage Caps in Arizona Medical Malpractice

Many states have enacted statutory caps on non-economic damages in medical malpractice cases — \$250,000, \$350,000, \$500,000, or some other figure. Arizona has not, because it cannot. Article 2, Section 31 of the Arizona Constitution prohibits legislative caps on damages, and the Arizona Supreme Court has consistently struck down attempts to cap medical malpractice recoveries. This is a significant difference from states like California, Texas, and most of the Southeast, and it matters most in catastrophic cases where the non-economic damages dominate the recovery.

12.6 Statute of Limitations and the Discovery Rule

The general two-year statute of limitations applies to medical malpractice, but with an important twist: the discovery rule is more commonly invoked in malpractice cases than in any other area of tort law. The clock does not begin running until the patient knew, or through the exercise of reasonable diligence

should have known, both that they had been injured and that the injury was probably caused by medical negligence.

In cases involving latent injury — a retained foreign object that produces symptoms years later, a misdiagnosed cancer discovered in a later routine screening, a failure to warn of a drug side effect that materializes only over time — the discovery rule can preserve claims that would otherwise appear time-barred.

Case Study 12.1: The Retained Sponge in Mesa

The situation. A client underwent abdominal surgery at a prominent Mesa hospital. For six months after the surgery, she suffered chronic pain and recurring infections. Her surgeon repeatedly reassured her that her symptoms were normal post-operative recovery.

The discovery. A second-opinion X-ray revealed a four-inch surgical sponge in her pelvic cavity.

The theory. *Res ipsa loquitur*. A sponge does not end up inside a patient without negligence. Claims were brought against the surgeon, the surgical nurses responsible for the sponge count, and the hospital for failing to implement a secondary count system such as radio-frequency identification.

The resolution. The case resolved for a high seven-figure settlement after the preliminary expert opinion affidavit established the standard of care clearly. The settlement covered

three corrective surgeries, long-term medication, and substantial non-economic damages.

Chapter 13: Workers' Compensation

The Grand Bargain and the Third-Party Case

If you are injured on the job in Arizona, you are not simply a personal injury plaintiff — you are also entitled to workers' compensation benefits, which operate under an entirely different set of rules. Understanding the interaction between workers' compensation and ordinary tort liability is essential whenever an injury occurs in the course of employment.

13.1 The Exclusive Remedy (A.R.S. § 23-1022)

Arizona workers' compensation is a grand bargain. In exchange for guaranteed, no-fault benefits, the employee gives up the right to sue the employer in tort for workplace injuries. This trade-off is called the exclusive remedy rule.

- **No-fault.** The employee receives benefits regardless of whose fault the injury was — including when the employee is entirely at fault. Tripping over your own feet on the warehouse floor is as compensable as being struck by a forklift.
- **Tort bar.** In exchange for guaranteed benefits, the employee generally cannot sue the employer for negligence, no matter how egregious. The only narrow

exception is willful misconduct — conduct intended to cause harm — which is exceedingly difficult to prove.

13.2 The Course-and-Scope Test

To qualify for benefits, the injury must arise out of and in the course of employment.

- **Coming-and-going rule.** Routine commuting is generally not covered. Exceptions include traveling employees, employees running specific errands for the employer, and employees injured on the employer's premises while arriving at or leaving work.
- **Parking lot injuries.** Injuries in an employer-owned or controlled parking lot during arrival or departure are generally compensable.
- **Lunch breaks.** Injuries during on-premises lunch breaks are generally compensable. Injuries during off-premises personal errands during lunch generally are not.

13.3 Benefits Available

Workers' compensation in Arizona is administered by the Industrial Commission and includes:

- **Medical treatment.** 100% coverage for all reasonable and necessary medical care related to the compensable injury, with no deductibles or co-pays.
- **Temporary Total Disability (TTD).** 66 2/3% of the employee's average monthly wage, subject to a statutory maximum, when the injury prevents work entirely.
- **Temporary Partial Disability (TPD).** 66 2/3% of the difference between pre- and post-injury wage when the employee can return at reduced earning capacity.
- **Permanent Partial Impairment.** Scheduled or unscheduled awards under Arizona formulas when the injury results in permanent impairment.
- **Vocational rehabilitation.** Available in cases of significant long-term impairment.

What workers' compensation does not pay: pain and suffering, loss of enjoyment of life, loss of consortium. The non-economic damages that make up a large share of an ordinary personal injury settlement are entirely unavailable in workers' comp.

13.4 Third-Party Claims

This is where the analysis becomes important. If the injury was caused by someone other than the employer or a co-worker — a

distracted driver who hit a delivery driver, a defective machine made by a third-party vendor, a subcontractor on a construction site — the injured employee has two separate claims:

- **The workers' compensation claim** against the employer's comp carrier, paying immediate medical bills and wage replacement.
- **The third-party personal injury lawsuit** against the actual tortfeasor, recovering the full value of damages, including pain and suffering and the wages workers' comp does not cover.

Running both claims in parallel is one of the most valuable services a personal injury attorney provides to injured workers. The workers' comp claim ensures the client does not face a single unpaid medical bill during the pendency of litigation. The third-party lawsuit recovers what workers' comp cannot.

13.5 The Workers' Comp Lien (A.R.S. § 23-1023)

When an injured worker recovers from a third-party tortfeasor, the workers' comp carrier has a statutory lien on that recovery for the amount it paid in medical bills and wage-replacement benefits.

The lien is not absolute. Under *Aitken v. Industrial Commission*, 183 Ariz. 387 (1995), the comp carrier's lien must be reduced by the carrier's proportionate share of the attorney's fees and costs incurred in obtaining the third-party recovery. This is commonly called the **Aitken formula**, and it can substantially reduce the amount the employee actually has to pay back to comp.

Case Study 13.1: A Delivery Driver in Mesa

The situation. A delivery driver in Mesa was unloading boxes from his truck when a distracted driver swerved into the loading zone and crushed his leg.

The workers' comp track. A workers' comp claim was filed the same day. The client's \$150,000 emergency surgery and follow-up care was paid directly by the comp carrier. The client paid nothing.

The third-party track. A personal injury lawsuit was filed against the distracted driver. The driver's carrier tendered the \$250,000 policy limit.

The lien resolution. Application of the Aitken formula reduced the comp lien significantly, ensuring that a substantial portion of the third-party recovery went to the client as pain-and-suffering compensation, not back to comp.

Chapter 14: Premises Liability

Slip, Trip, and Fall Cases in Arizona

Premises liability cases — injuries that occur on someone else’s property because of a dangerous condition — are among the most commonly misunderstood personal injury claims. The popular perception that slip-and-fall cases are easy money is the opposite of reality. These are among the harder cases to prove in Arizona, and they require careful attention to the specific doctrines that govern the property owner’s duty.

14.1 The Three Classes of Entrants

Arizona, like most states, recognizes three classes of people who come onto another’s property, and the duty owed by the property owner varies with the class:

- **Invitee.** A person invited onto the property for a business purpose — a customer at a grocery store, a patient at a medical office, a guest at a hotel. The owner owes the highest duty: to exercise reasonable care to discover dangerous conditions and to make the premises reasonably safe, including by inspection and warning.
- **Licensee.** A person on the property with permission but for their own purposes — a social guest, for example. The owner owes a lesser duty: to warn of dangerous

conditions the owner knows about but that the licensee is unlikely to discover.

- **Trespasser.** A person on the property without permission. The owner owes only the duty to refrain from willful or wanton injury — with limited exceptions, most notably the attractive-nuisance doctrine for child trespassers.

14.2 The Elements of a Premises Liability Claim

To prevail on a typical slip-and-fall claim against a business in Arizona, the plaintiff must prove:

- A dangerous condition existed on the premises.
- The owner created the condition, knew about it, or should have known about it through the exercise of reasonable care.
- The owner failed to remedy the condition or adequately warn of it.
- The plaintiff was injured as a proximate result.

The notice element — that the owner knew or should have known — is usually where these cases are won or lost. A puddle that has just formed thirty seconds before the plaintiff walks through it will rarely support a claim. A puddle that has been

sitting on the floor for 45 minutes, tracked through by other customers, with no employee inspection in the interval, probably will.

14.3 The Mode-of-Operation Doctrine

Arizona has recognized a mode-of-operation theory in limited circumstances, under which a business's self-service format — particularly in settings where spills are foreseeable and routine — relaxes the plaintiff's burden to prove actual notice. A grocery store that operates a salad bar, a beverage station, or a produce-misting system has effectively invited the very spills it must now reasonably inspect for. The doctrine does not create strict liability, but it allows the plaintiff to focus on the adequacy of the inspection system rather than on proving the exact moment the spill occurred.

14.4 Evidence in Premises Cases

The critical evidence is almost always surveillance footage and inspection records. Most large retailers, restaurants, and hotels maintain camera coverage of their public areas and some form of inspection log showing when and by whom each area was last checked.

A preservation letter should be sent to the property owner within days of the incident, demanding preservation of

surveillance footage, inspection logs, incident reports, employee statements, and any cleaning or maintenance records for the area in question. Footage is typically overwritten within 30 days, and inspection logs may disappear shortly thereafter.

14.5 Comparative Fault in Premises Cases

Comparative negligence applies in premises cases as it does in every other Arizona tort case. The plaintiff's own inattention — looking at a phone while walking, wearing inappropriate footwear, ignoring posted warning signs — will reduce recovery by the percentage of fault the jury assigns. Because premises cases often involve conditions that are at least arguably open and obvious, comparative fault is typically a significant issue in settlement evaluation.

Case Study 14.1: The Inspection-Log Gap in Chandler

The situation. A shopper at a warehouse retailer in Chandler slipped on a puddle of liquid detergent that had leaked from a damaged container on a nearby shelf. She sustained a displaced ankle fracture that required surgical repair.

The defense. The store denied any knowledge of the spill and argued the plaintiff must have been looking at her phone.

The evidence. Surveillance footage showed the leaking container had been on the shelf for 72 minutes before the fall.

The store's own inspection log — produced only after a motion to compel — showed the last inspection of that aisle had been three hours before the incident, despite a written policy requiring inspections every thirty minutes.

The resolution. The gap between the policy and the actual inspection frequency was the centerpiece of the case. Settlement followed shortly after the inspection log was produced.

Chapter 15: Dog Bites in Arizona

Strict Liability and the One-Year Statute of Limitations

Arizona dog bite law is unusually plaintiff-protective by national standards. Where most states require the victim to prove the owner knew, or should have known, the dog was dangerous — the so-called “one free bite” rule — Arizona imposes strict liability on the owner from the first bite forward. But Arizona pairs that protection with a shorter statute of limitations than the state’s usual two-year window. Knowing both rules is essential.

15.1 Strict Liability (A.R.S. § 11-1025)

Under A.R.S. § 11-1025, the owner of a dog is liable for damages suffered by a person who is bitten, regardless of the former viciousness of the dog or the owner’s knowledge of any prior aggression. Arizona is a strict liability state for dog bites.

The owner cannot defend by arguing that the dog has never bitten anyone before, that the owner had no warning the dog could be dangerous, or that the dog is generally well-behaved. If the dog bit a lawfully present person, the owner owes damages.

15.2 The Lawful Presence Requirement (A.R.S. § 11-1020)

Strict liability comes with one major condition. Under A.R.S. § 11-1020, the victim must have been lawfully present on the

property where the bite occurred. Lawful presence means being on public property (a sidewalk, a park, a street) or on private property with the invitation or permission of the lawful possessor.

- **Invitees and licensees are covered.** Delivery drivers, postal workers, house guests, repair technicians, neighbors at the front door — anyone there with express or implied permission.
- **Public places are covered.** Parks, sidewalks, trails. If a dog is off-leash at Tempe Town Lake and attacks a passerby, the owner is strictly liable.
- **Trespassers are not covered.** Someone who jumped a fence or forced entry does not have the benefit of the statute. A common-law negligence claim may still be available, but the statutory shortcut is gone.

15.3 The Provocation Defense (A.R.S. § 11-1027)

There is one statutory defense to a strict liability dog bite claim: provocation. Under A.R.S. § 11-1027, if the bite victim provoked the dog, the owner has a defense.

Provocation has a specific legal meaning. It requires conduct that would cause a reasonable dog to bite — teasing, pulling the tail, hitting, throwing objects, or invading the dog's space while it is

eating. Simply walking past a dog, approaching normally, petting it with permission, or being a small child who didn't know any better does not rise to provocation under Arizona law.

Carriers routinely raise provocation, especially in cases involving children. Arizona courts have repeatedly rejected the defense where the alleged provocation was nothing more than normal human behavior.

15.4 The One-Year Statute of Limitations (A.R.S. § 12-541)

This is the trap. The standard personal injury statute of limitations in Arizona is two years. For strict liability dog bite claims under A.R.S. § 11-1025, the statute of limitations is one year — not two — under A.R.S. § 12-541. If the one-year deadline passes, the strict liability claim is gone.

A separate common-law negligence claim against the dog owner — based on the owner's failure to control or restrain the dog — carries the ordinary two-year statute of limitations. But the common-law claim is harder to prove, because the plaintiff must demonstrate the owner knew or should have known the dog was dangerous. The automatic liability that makes the statute so valuable is gone.

If you have been bitten by a dog in Arizona, you have twelve months to act. Every month that passes is another month

evidence disappears, witnesses' memories fade, and the strongest version of your claim moves closer to extinction.

15.5 Where the Money Comes From

The dog owner rarely writes a personal check to the victim. The check comes from the owner's homeowner's or renter's insurance — and most policies carry \$100,000 to \$500,000 in liability coverage for dog bite claims.

- **Homeowner's policies.** Cover bites that happen on the insured property and, in most cases, bites that happen off-property as well (at a park, on a sidewalk, in a hotel).
- **Renter's policies.** Often carry \$100,000 or more in liability coverage that many renters forget they have.
- **Breed exclusions.** Some insurers exclude coverage for specific breeds (pit bulls, rottweilers, German shepherds). A careful review of the policy language is essential. If a breed exclusion applies, the owner is personally on the hook — and collection becomes a fight.
- **Umbrella policies.** Many homeowners carry umbrella coverage of \$1 million or more on top of their primary policy. These are routinely overlooked in dog bite claims. Always ask.

15.6 Damages in Dog Bite Cases

Dog bite cases often produce substantial recoveries for three reasons. First, the injuries are frequently disfiguring. Puncture wounds, lacerations, and tearing injuries often leave permanent scars, especially on children bitten on the face. Arizona law recognizes disfigurement as a standalone category of damages. Second, dog bite victims frequently develop post-traumatic stress disorder — lasting fear of dogs, nightmares, and anxiety around animals. These psychological injuries are fully compensable. Third, the strict liability framework means liability is rarely in dispute, so the entire case turns on damages.

Case Study 15.1: The Letter Carrier in Chandler

The situation. A USPS letter carrier was delivering mail on his usual route in a Chandler neighborhood when the homeowner's German shepherd burst through a screen door and tore into his forearm. The injuries required emergency surgery and left permanent scarring.

The carrier's position. The homeowner's insurance carrier raised the predictable defenses: the dog had never bitten anyone before, the letter carrier provoked the dog by making eye contact, the damages were overstated.

The Arizona answer. Under A.R.S. § 11-1025, prior viciousness is irrelevant. Eye contact is not provocation under Arizona law. That left the carrier fighting only on damages.

The resolution. The case resolved for the homeowner's \$300,000 policy limit, covering surgery, physical therapy, permanent scarring, and pain and suffering.

Case Study 15.2: A Seven-Year-Old in Phoenix

The situation. A seven-year-old girl was attending a birthday party at a neighbor's home in north Phoenix. The host's dog — chained in the backyard — broke loose during the party and bit the child across the face. Emergency surgery was performed the same night, but the child was left with permanent facial scarring.

The deadline. The family did not contact an attorney until nearly eleven months after the bite. With the strict liability statute of limitations under A.R.S. § 12-541 weeks from expiring, the lawsuit was filed immediately.

The damages. In Arizona, facial scarring on a child supports substantial damages. Plastic surgery consultations, a detailed life-care plan, and testimony from a pediatric psychologist documenting the child's lasting fear of dogs built a damages case the carrier could not credibly dispute.

The resolution. The matter settled for a high six-figure sum, structured through a minor's settlement and court-approved

trust to ensure the funds would be available when the child turned eighteen — and available again if corrective plastic surgery becomes necessary later in life.

Appendix A: Arizona Legal Glossary

Affidavit: A written statement sworn to under oath before a notary or other authorized official.

Aitken Formula: The method, established in *Aitken v. Industrial Commission* (1995), for reducing a workers' compensation lien by the carrier's proportionate share of attorney's fees and costs.

Bad Faith: An insurance carrier's unreasonable denial or delay of a claim, which can support damages beyond the policy limits.

Comparative Negligence: The Arizona rule under which each party's fault is assigned a percentage, and the plaintiff's recovery is reduced by their own percentage of fault.

Damages (General): Non-economic losses such as pain, suffering, and loss of enjoyment of life.

Damages (Special): Economic losses such as medical bills, lost wages, and property damage.

Discovery: The formal pre-trial exchange of evidence, governed in Arizona by Rules 26 through 37 of the Rules of Civil Procedure.

Discovery Rule: A doctrine that tolls the statute of limitations until the plaintiff discovers, or reasonably should have discovered, their injury and its cause.

Dram Shop: The body of law holding licensed liquor establishments liable for injuries caused by patrons served while obviously intoxicated or underage.

Eggshell Plaintiff: The doctrine that a defendant takes the plaintiff as they find them and is liable for the full extent of any aggravation of a preexisting condition.

Hedonic Damages: Damages for the loss of enjoyment of life, distinct from physical pain and suffering.

Informed Consent: The requirement that a physician disclose the material risks and alternatives of a proposed treatment before the patient agrees to it.

Lawful Presence: The requirement under A.R.S. § 11-1020 that a dog-bite victim must have been lawfully on public property or on private property with permission to invoke statutory strict liability.

Lien: A legal claim against property or a settlement for payment of a debt, such as a hospital lien or a workers' comp lien.

Negligence Per Se: Negligence established by the violation of a statute or regulation designed to protect the class of persons injured.

Non-Party at Fault: A person or entity, not named in the lawsuit, to whom a defendant seeks to attribute a portion of the fault under A.R.S. § 12-2506.

Notice of Claim: The statutory notice required by A.R.S. § 12-821.01 before a lawsuit may be filed against a public entity or public employee.

Offer of Judgment: A settlement offer under Rule 68 that, if rejected and not bettered at trial, imposes penalties on the rejecting party.

Punitive Damages: Damages awarded to punish and deter conduct that is willful, outrageous, or committed with an evil mind.

Res Ipsa Loquitur: Latin for “the thing speaks for itself.” A doctrine permitting an inference of negligence from the mere occurrence of an event that ordinarily would not happen without negligence.

Respondeat Superior: The doctrine holding an employer vicariously liable for the torts of an employee committed within the course and scope of employment.

Spoliation: The destruction or failure to preserve evidence, which can result in adverse inference instructions at trial.

Statute of Limitations: The deadline by which a lawsuit must be filed. Generally two years for Arizona personal injury claims under A.R.S. § 12-542, but only one year for strict-liability dog-bite claims under A.R.S. § 12-541.

Strict Liability: Liability imposed without regard to fault or knowledge. In Arizona dog-bite cases, the owner is strictly liable

for bites to a lawfully present victim regardless of the dog's prior history.

Subrogation: An insurer's right to step into its insured's shoes and pursue reimbursement from a third party after paying a claim.

Tolling: The legal pause of a statute of limitations, as for a plaintiff who is a minor or of unsound mind.

Tortfeasor: A person who commits a tort — in personal injury law, the person at fault.

UM/UIM: Uninsured Motorist and Underinsured Motorist coverage — first-party coverage that protects an insured when the at-fault driver is uninsured or underinsured.

Venue: The specific county in which a lawsuit is filed, usually the county where the accident occurred or where the defendant resides.

Voir Dire: The process of questioning prospective jurors to select a jury.

Wrongful Death: A statutory claim, governed by A.R.S. § 12-612, brought by a surviving spouse, child, or parent for the death of a loved one caused by wrongful conduct.

Appendix B: Client Evidence Worksheets

The following worksheets are designed to help you document your injury, your treatment, and the impact of the accident on your daily life. Contemporaneous documentation — records created at the time, not reconstructed later from memory — is among the most powerful evidence you can provide to your attorney.

Worksheet 1: Daily Pain and Impact Log

Rate your pain on a scale of 1 to 10 (1 = minimal, 10 = emergency-room level). In the Activities column, be specific. “Could not lift my toddler,” “Could not drive to the grocery store,” and “Had to leave work early” are more persuasive than “Felt bad.”

Date	Pain Level (1-10)	Symptoms (sharp / dull / numbness)	Activities I Could Not Do

Date	Pain Level (1-10)	Symptoms (sharp / dull / numbness)	Activities I Could Not Do

Worksheet 2: Medical Provider and Lien Tracker

Track every provider you see. This helps your attorney confirm that liens are filed on time under A.R.S. § 33-932 and that no bills fall through the cracks.

Provider Name	First Visit Date	Discharge Date	Total Bill	Lien Filed?

Worksheet 3: Mileage and Expense Log

Out-of-pocket expenses for medical care are recoverable, including round-trip mileage to and from appointments. Keep receipts for co-pays, prescriptions, medical equipment, and over-the-counter items used for the injury.

Date	Destination	Round-Trip Miles	Out-of-Pocket Cost

Worksheet 4: Witness and Evidence Checklist

Check the following as you gather each item. Do not assume the insurance company will find this evidence for you.

- ☐ Police report number: _____
- ☐ Photographs of vehicle damage (all four angles and interior)
- ☐ Photographs of injuries (updated weekly as healing progresses)
- ☐ Witness 1: Name _____ Phone _____
- ☐ Witness 2: Name _____ Phone _____
- ☐ Witness 3: Name _____ Phone _____
- ☐ Your own auto insurance declarations page (for UM/UIM verification)
- ☐ At-fault driver's insurance information
- ☐ Employment records showing missed work
- ☐ Copies of all medical records and bills
- ☐ Surveillance video preserved (letter sent to nearby businesses)
- ☐ Dash camera footage (yours or from other vehicles)

Appendix C: Statutory Reference Guide

The following is a topical index of the principal Arizona statutes and constitutional provisions cited throughout this book. Always verify the current version of any statute before relying on it; the Legislature amends the Revised Statutes every session.

Liability and Fault

- **A.R.S. § 12-2505** — Pure comparative negligence.
- **A.R.S. § 12-2506** — Several liability and the designation of non-parties at fault.
- **A.R.S. § 12-711** — Affirmative defense for conduct by a plaintiff under the influence of alcohol or drugs.
- **A.R.S. § 12-712** — Bar to recovery for felonious conduct by the plaintiff.
- **Ariz. Const. art. 2, § 31** — Prohibition on legislative damage caps.

Statutes of Limitations and Deadlines

- **A.R.S. § 12-541** — One-year statute of limitations for statutory dog-bite claims.
- **A.R.S. § 12-542** — Two-year statute of limitations for personal injury.

- **A.R.S. § 12-502** — Tolling for minors and persons of unsound mind.
- **A.R.S. § 12-821** — One-year statute of limitations for claims against public entities.
- **A.R.S. § 12-821.01** — 180-day Notice of Claim requirement for public entities.

Traffic and Accident Scene

- **A.R.S. § 28-663** — Duty to stop, give information, and render aid.
- **A.R.S. § 28-664** — Duty to move vehicles from the roadway after minor crashes.
- **A.R.S. § 28-667** — Officer's duty to complete accident reports.
- **A.R.S. § 28-793** — Pedestrian duties when crossing outside a crosswalk.
- **A.R.S. § 28-4009** — Minimum motor vehicle liability limits.

Insurance and Communications

- **A.R.S. § 20-259.01** — Mandatory offer of Uninsured and Underinsured Motorist coverage.

- **A.R.S. § 13-3005** — One-party consent rule for recording oral communications.

Medical Liens

- **A.R.S. § 33-931** — Hospital and ambulance liens; scope.
- **A.R.S. § 33-932** — Perfection of hospital liens; recording requirements.
- **A.R.S. § 33-934** — Enforcement of hospital liens.

Alcohol and Dram Shop

- **A.R.S. § 4-244** — Unlawful acts regarding the sale of alcohol.
- **A.R.S. § 4-311** — Liability of licensee for acts of an obviously intoxicated or underage patron.

Medical Malpractice

- **A.R.S. § 12-563** — Elements of medical malpractice.
- **A.R.S. § 12-2603** — Preliminary expert opinion affidavit.

Wrongful Death

- **A.R.S. § 12-611** — Wrongful death cause of action.

- **A.R.S. § 12-612** — Statutory beneficiaries and distribution.

Workers' Compensation

- **A.R.S. § 23-1022** — Exclusive remedy.
- **A.R.S. § 23-1023** — Third-party claims and the comp lien.
- **A.R.S. § 23-1045** — Temporary total disability benefit calculation.

Dog Bites

- **A.R.S. § 11-1020** — Lawful presence requirement.
- **A.R.S. § 11-1025** — Strict liability for dog bites.
- **A.R.S. § 11-1027** — Provocation defense.

Key Case Law

- *Rawlings v. Apodaca*, 151 Ariz. 149 (1986) — Duty of good faith and fair dealing; bad-faith tort.
- *LaBombard v. Samaritan Health System*, 195 Ariz. 543 (App. 1998) — Equitable reduction of hospital liens.
- *Abbott v. Banner Health Network*, 239 Ariz. 409 (2016) — AHCCCS providers barred from balance-billing.

- *Aitken v. Industrial Commission*, 183 Ariz. 387 (1995) —
Proportionate reduction of workers' comp liens.

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About the Author

Matt Hartley was a partner at one of the world's largest law firms. Across more than a decade in Big Law, he represented Fortune 500 corporations and teams in the NFL, MLB, and NHL, and has represented clients in matters involving more than \$1 billion. He left Big Law to represent people — and has personally represented more than 40,000 of them since.

Things really got personal when he got the phone call no one wants. Jen and one of his daughters had been in a serious car accident. That experience changed him, and it changed the way he runs Hartley Law today: with the strategic firepower of a major corporate law firm deployed for the people insurance companies usually win against.

Hartley Law represents injured Arizonans in motor vehicle, rideshare, trucking, motorcycle, pedestrian, and wrongful death cases throughout the state, with offices in Phoenix, Scottsdale and Tempe.

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