



DIVISION ONE
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 RUTH A. WILLINGHAM,
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IN THE COURT OF APPEALS
 STATE OF ARIZONA
 DIVISION ONE

CITY OF SURPRISE, an Arizona)	No. 1 CA-SA 12-0149
Municipal Corporation, for)	
itself and on behalf of the CITY)	DEPARTMENT A
OF SURPRISE POLICE DEPARTMENT,)	
)	Maricopa County
Petitioner,)	Superior Court
)	No. CV 2012-070018
v.)	CV 2012-070021
)	
THE HONORABLE JOSE M. PADILLA,)	
Judge of the SUPERIOR COURT OF)	
THE STATE OF ARIZONA, in and for)	DECISION ORDER
the County of MARICOPA,)	
)	
Respondent Judge,)	
)	
AMMON M. SPRAU and LORETTA K.)	
SPRAU,)	
)	
Real Parties in Interest.)	
_____)	

The City of Surprise ("City") seeks special action review of the superior court's denial of its motion to dismiss. We accept jurisdiction and grant relief.

In February 2012, real parties in interest Ammon and Loretta Sprau delivered a notice of claim to the City, alleging damages arising from actions by City police officers. The notice of claim described the allegedly actionable conduct and included the following language: "Total Claim Amount: \$8,000,000.00, plus medical expenses". The notice of claim did

not explain how the alleged damages were calculated, what they encompassed, or why and for whom medical expenses had been incurred. The next day, the Spraus filed suit in superior court.

The City moved to dismiss, arguing, *inter alia*, that the notice of claim was legally deficient because it did not include a sum certain for which the Spraus would settle. After briefing and argument, the superior court denied the City's motion. The City thereafter sought special action relief. In the exercise of our discretion, we accept jurisdiction. See Ariz. R.P. Spec. Act. 1(a) (special action jurisdiction proper when party has no plain, adequate or speedy remedy by appeal); *State ex rel. Romley v. Martin*, 203 Ariz. 46, 47, ¶ 4, 49 P.3d 1142, 1143 (App. 2002) (special action jurisdiction appropriate for purely legal questions).

Before suing the City, the Spraus were required to submit a notice of claim that complied with Arizona Revised Statutes ("A.R.S.") section 12-821.01. See *Deer Valley Unified Sch. Dist. No. 97 v. Houser*, 214 Ariz. 293, 296, ¶ 9, 152 P.3d 490, 493 (2007). We review *de novo* whether a notice of claim satisfies statutory requirements. *Jones v. Cochise County*, 218 Ariz. 372, 375, ¶ 7, 187 P.3d 97, 100 (App. 2008).

A notice of claim must include, among other things, "a specific amount for which the claim can be settled and the facts

supporting that amount." Ariz. Rev. Stat. § 12-821.01(A); see also *Deer Valley*, 214 Ariz. at 296, ¶ 9, 152 P.3d at 493 (claimants must state "a particular and certain amount of money" and explain that sum in a manner that "permit[s] the entity to evaluate the amount claimed"). Substantial compliance with the notice of claim requirements is insufficient. *Falcon ex rel. Sandoval v. Maricopa County*, 213 Ariz. 525, 527, ¶ 10, 144 P.3d 1254, 1256 (2006) ("Actual notice and substantial compliance do not excuse failure to comply with the statutory requirements of A.R.S. § 12-821.01(A).").

The Spraus' notice of claim was legally deficient. It demanded \$8,000,000 "plus medical expenses," but neither quantified the claimed medical expenses nor provided factual support for them. Unlike the notice of claim at issue in *Yollin v. City of Glendale*, 219 Ariz. 24, 27 n.1, ¶ 2, 191 P.3d 1040, 1043 n.1 (App. 2008), where the claimant offered to release the city in exchange for \$150,000, notwithstanding his ongoing medical expenses, the notice of claim here included no sum-certain settlement demand that, if accepted, would extinguish the City's liability.

Because the notice of claim did not comply with statutory requirements, the superior court was legally bound to dismiss the Spraus' complaint. See *Harris v. Cochise Health Sys.*, 215 Ariz. 344, 351, ¶ 26, 160 P.3d 223, 230 (App. 2007) (failure to

