

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

SHEILA TILLER,)
)
Plaintiff,)
)
v.) C.A. No. N25C-11-054 SPL
)
USAA GENERAL INDEMNITY CO.,)
CITY OF WILMINGTON AND)
WILMINGTON POLICE)
DEPARTMENT)
)
Defendants.)

Submitted: July 20, 2026
Decided: September 17, 2026

*Upon Defendants' City of Wilmington and Wilmington Police Department's
Motion to Dismiss,*
GRANTED.

ORDER

This 17th day of September 2026, upon consideration of Defendants,' City of Wilmington ("City") and Wilmington Police Department's ("WPD"), Motion to Dismiss,¹ Shiela Tiller's ("Tiller") response,² the parties' oral arguments, and the record in this case, it appears to the Court that:

¹ D.I. 19 ("Def. Mot. Dism.").

² D.I. 20 ("Pl. Resp.").

BACKGROUND

1. On the afternoon of November 30, 2024, an unidentified motorist ran a red light and collided with Tiller at the intersection of North Market Street and East 11th Street in the City of Wilmington.³ Tiller contends the unidentified driver was “in a stolen vehicle fleeing from a vehicle pursuit initiated by an unknown employee of the Defendants, City of Wilmington and Wilmington Police Department.”⁴ The unknown motorist then fled the scene of the collision.⁵ Tiller alleges she “suffered physical injury, mental anguish and incurred special damages.”⁶

2. On November 7, 2025, about three weeks prior to the one-year anniversary of the collision, Tiller filed a Complaint in this Court against her insurance company, USAA General Indemnity Company (“USAA”), for a breach of an insurance policy.⁷ On March 13, 2026, over three months after the one-year anniversary of the collision, Tiller amended her complaint to include a claim of negligence against the City and the WPD for “improper hiring and inadequate training of its employees on vehicle pursuits; and failure in providing proper

³ D.I. 13 (“Amend. Compl.”) ¶ 5; Pl. Resp., Ex. A at 1-2, 4. The Court, as it must, construes the record in the light most favorable to Tiller.

⁴ Amend. Compl. ¶ 5.

⁵ Amend. Compl. ¶ 5; Pl. Resp., Ex. A at 2.

⁶ Amend. Compl. ¶ 9.

⁷ D.I. 1.

supervision, instruction, oversight, and monitoring necessary for its employees to perform their work duties in a safe and competent manner.”⁸

3. The City and WPD jointly filed a Motion to Dismiss.⁹ Tiller opposed the motion as to the City and acquiesced in the dismissal of the WPD.¹⁰ USAA has taken no position on the motion.¹¹ For the reasons set forth below, the City’s and WPD’s motion to dismiss is **GRANTED**.

LEGAL STANDARD

4. The City seeks dismissal under Superior Court Civil Rule 12(b)(6); however, the motion incorporates and is supported by an affidavit of a City employee. Where “matters outside the pleadings are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all materials made pertinent to such motion by Rule 56.”¹² In her opposition,

⁸ Amend. Compl. ¶¶ 6-7.

⁹ Def. Mot. Dism.

¹⁰ Pl. Resp. at 3. “Given the City’s representation that the WPD is an improper entity, and that the City is the only proper entity, the Plaintiff has no opposition to dismissing the WPD.” *Id.*

¹¹ D.I. 21.

¹² Super. Ct. Civ. R. 12(b).

Tiller acknowledges this pleading standard and incorporates exhibits in support of her position.¹³

5. Under Superior Court Civil Rule 56, the Court will grant summary judgment where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact that the moving party is entitled to a judgment as a matter of law.”¹⁴ On a motion for summary judgment, the Court “(i) construes the record in the light most favorable to the non-moving party; (ii) detects, but does not decide, genuine issues of material fact; (iii) denies the motion if a material fact is in dispute.”¹⁵ The moving party bears the initial burden of demonstrating that the undisputed facts support claims or defenses.¹⁶ If the motion is properly supported, then the burden shifts to the non-moving party to demonstrate that there are material issues of fact for the resolution of the ultimate fact-finder.¹⁷

¹³ Pl. Resp. ¶ 7, Exs. A, B.

¹⁴ Super. Ct. Civ. R. 56(c).

¹⁵ *US Dominion, Inc. v. Fox News Network, LLC*, 2023 WL 2730567, at *17 (Del. Super. Ct. Mar. 31, 2023) (quoting *CVR Refin., LP v. XL Specialty Ins. Co.*, 2021 WL 5492671, at *8 (Del. Super. Ct. Nov. 23, 2021) (cleaned up)).

¹⁶ *Moore v. Sizemore*, 405 A.2d 679, 680 (Del. 1970) (citing *Ebersole v. Lowengrub*, 180 A.2d 467 (Del. Super. Ct. 1962)).

¹⁷ See *Brzoska v. Olsen*, 668 A.2d 1355, 1364 (Del. 1995).

ANALYSIS

6. The City contends that the Court should grant summary judgment because Tiller failed to “provide notice of her injuries to the City of Wilmington by November 30, 2025, within one year of the accident” as required by 10 *Del. C.* § 8124.¹⁸ Tiller responds that the City received “actual notice” of her injury within one year of the accident and that the City is not prejudiced by Tiller’s failure to provide written notice.¹⁹

7. “Notice of Claim ordinances advance a particular purpose—to protect governmental bodies, and public funds, from claims which might be unknowable by reason of the broad range of governmental activities which impact the lives of the citizens.”²⁰ Under 10 *Del. C.* § 8124:

No action, suit or proceeding shall be brought or maintained against the Mayor and Council of Wilmington for damages on account of physical injuries, death or injury to property by reason of the negligence of the Mayor and Council of Wilmington or any of its departments, officers, agents or employees thereof, unless the person by or on behalf of whom such claim or demand is asserted shall, within 1 year from the happening of such injury, notify the Mayor in writing of the time, place, cause and character of the injuries sustained.²¹

¹⁸ Def. Mot. Dism. at 3.

¹⁹ Pl. Resp. at 4-6.

²⁰ *Hines v. New Castle County*, 640 A.3d 1026, 1029 (Del. 1994).

²¹ 10 *Del. C.* § 8124.

“[W]here the [governmental entity] had actual notice of the incident and was not prejudiced by the failure to receive formal written notice of the potential tort claim, there has been ‘substantial compliance’ with the notice ordinance and plaintiff’s otherwise valid claim is not barred.”²²

8. Tiller contends the “police report, written and approved by the Defendants, describes the time, place, cause, and character of the injuries sustained . . . and conceals the fact that the accident occurred during a vehicle pursuit initiated and continued by the Defendants.”²³

9. In *Hines v. New Castle County*, the Delaware Supreme Court, interpreting a notice of claim ordinance similar to the statute involved here,²⁴ held “that in the absence of a showing of prejudice, actual notice on the part of the

²² *Hines*, 640 A.2d at 1027.

²³ Pl. Resp. at ¶¶ 4-5 citing Ex. A (Wilmington Police Department Driver Information Exchange Report and State of Delaware Uniform Collision Report).

²⁴ In *Hines*, the Court assessed the requirements of § 1-11 of the New Castle County Code which reads:

No action, suit or proceeding shall be brought or maintained against New Castle County, the County Executive or the County Council of New Castle County for damages on account of physical injuries, death or injury to property by reason of the negligence of New Castle County or any of its departments, officers, agents or employees thereof unless the person by or on behalf of whom such claim or demand is asserted shall, within one (1) year from the happening of such inquiry, notify the county attorney in writing of the time, place, cause and character of the injuries sustained.

Hines, 640 A.2d at 1028.

[government entity] or its responsible officials of sufficient facts to place the governing body of the [government entity] on notice of a possible claim constitutes substantial compliance with the notice ordinance here under review.”²⁵ The Court found the County was not entitled to summary judgment where:

Viewing the facts in the light most favorable to the plaintiff, the record indicates that knowledge of the alleged deficiency in response to [plaintiff’s] illness quickly reached the highest level of County government and the incident was fully investigated. Furthermore, the County was obviously concerned about a potential lawsuit to the point of notification to its insurance carrier of the incident to ensure coverage.²⁶

New Castle County had knowledge of the plaintiff’s alleged injury and fully investigated on its own initiative.²⁷ “Such notice imparted within three months of the incident constitutes substantial and sufficient compliance with the notice ordinance as a matter of law.”²⁸

10. Here, there is no evidence Tiller provided notice to the Mayor as required under 10 *Del. C.* § 8124.²⁹ And, the facts, under any conceivable interpretation, do not support a finding of “actual notice” to the City of “the time,

²⁵ *Id.* at 1030.

²⁶ *Id.*

²⁷ *Id.*

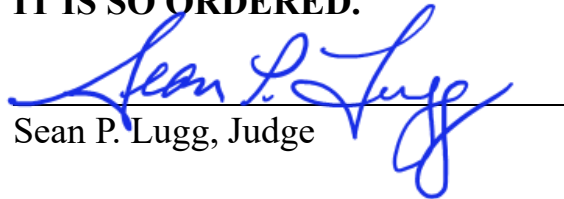
²⁸ *Id.*

²⁹ Def. Mot. Dism., Ex. 1.

place, cause, and character of the injuries sustained.”³⁰ The collision report offered by Tiller explains that the unidentified driver “disregarded a red light causing [the vehicle] to strike [Tiller’s vehicle] which was traveling east bound through the intersection. [The driver] fled the area northbound on N. Market St. out of sight.”³¹ Tiller presents no evidence that the City knew of Tiller’s collision and its—the City’s—alleged role in the event. And there is no evidence of a police pursuit or “concealment” of facts in the investigation;³² rather, Tiller merely posits concealment. While the Court must construe the record in the light most favorable to Tiller, it will not accept Tiller’s invitation to engage in factually unsupported speculation or conjecture. The Court cannot find the City was on actual notice of its potential liability in Tiller’s collision.

11. Because there is no genuine issue of material fact as to Tiller’s failure to provide the City with notice as required by 10 *Del. C.* § 8124, the City’s Motion to Dismiss is **GRANTED**.

IT IS SO ORDERED.


Sean P. Lugg, Judge

³⁰ 10 *Del. C.* § 8124.

³¹ Pl. Resp. Ex. A at 4.

³² See Pl. Resp. ¶ 4.