Rel: January 30, 2026

SUPREME COURT OF ALABAMA

OCTOBER TERM, 2025-2026

SC-2024-0734

A.G.R., an individual, and C.S.R., as parent and next friend of A.J.R., a minor

v.

The City of Irondale

SC-2024-0788

A.G.R., an individual, and C.S.R., as parent and next friend of A.J.R., a minor

v.

The City of Birmingham

Appeals from Jefferson Circuit Court
(CV-24-902000)

COOK, Justice.

These appeals arise from allegations of negligence related to sexual abuse that occurred in 2017, when A.G.R. and A.J.R. -- two sisters who were 12 and 9 years old, respectively, at that time -- attended tutoring sessions at public libraries owned and operated by the City of Irondale ("Irondale") and the City of Birmingham ("Birmingham"). During those sessions, their tutor, Collin Galletly, Jr., inappropriately touched both A.G.R. and A.J.R.

In 2024, A.G.R. and C.S.R., as parent and next friend of her daughter, A.J.R. ("the plaintiffs"), sued, among others, Irondale and Birmingham in the Jefferson Circuit Court.[1] In their complaint, the plaintiffs alleged that individuals employed by the Irondale and Birmingham public libraries witnessed Galletly's inappropriate behavior

[1]At the time the complaint was filed, A.G.R. was 19 years old and A.J.R. was 16 years old.

toward A.J.R. and A.G.R. but negligently failed to intervene or report it.

The plaintiffs initially sued other parties but later amended their complaint to add Irondale and Birmingham as defendants. Before commencing their action against the municipalities, the plaintiffs submitted two notices of claim: the first, addressed to Irondale, was served on July 3, 2024; the second, addressed to Birmingham, was served on August 1, 2024.

Both Irondale and Birmingham moved to dismiss the claims against them for failure to comply with § 11-47-23, Ala. Code 1975, which requires plaintiffs to serve a notice of claim against a municipality within six months of when the claim accrues. The trial court granted both motions and dismissed the claims against the municipal defendants.

On appeal, the plaintiffs seek reversal of the orders dismissing their claims against Irondale and Birmingham. According to them, because Alabama law recognizes that minors, due to their age and legal incapacity, may not be able to protect their legal rights effectively, minors should be excused from complying with the six-month deadline set forth in § 11-47-23.

As explained below, however, § 11-47-23 contains no exception for

minors. Our Court's precedent, moreover, expressly recognizes that § 11-47-23 applies to minors. See Parton v. City of Huntsville, 362 So. 2d 898 (Ala. 1978); City of Birmingham v. Weston, 233 Ala. 563, 172 So. 643 (1937) (holding that an earlier statute requiring notice to the municipality applied to a minor's claim).

Although we are acutely aware of the significant obstacles that minor victims of sexual abuse face in recognizing, reporting, and seeking redress for the harm they have suffered -- and do not discount the seriousness of the allegations in this case -- we are not at liberty to amend or disregard statutory notice requirements. Any modification or exception to the statute, no matter how compelling the circumstances, lies solely within the authority of the Legislature, not the courts. The notice-of-claim requirement operates as a statutory precondition to the Legislature's limited provision for municipal liability. Indeed, when the Alabama Legislature first authorized suits against municipalities in 1907, it simultaneously enacted the notice-of-claim requirement as a condition precedent to that statutory imposition of liability. In doing so, the Legislature made clear that municipalities could be subjected to suit only when claimants complied with the procedural safeguards it

established. Because the notice requirement is an integral part of the statutory scheme that defines -- and limits -- the circumstances under which municipalities may be held liable, only the Legislature has the authority to create exceptions to that requirement. See Jackson v. City of Florence, 294 Ala. 592, 600, 320 So. 2d 68, 75 (1975) (recognizing the Legislature's "superior position to provide with proper legislation any limitations or protections it deems necessary ….").

We are bound to apply the statute as written. Accordingly, we conclude that the plaintiffs' notices of claim were untimely under § 11-47-23 and that the trial court properly dismissed their claims against Birmingham and Irondale for failure to comply with § 11-47-23's requirements.

Facts and Procedural History

Galletly sexually abused A.G.R. and A.J.R. over a period of several months in 2017. Some of the abuse took place during tutoring sessions held at the Irondale Public Library and the former Eastwood Branch of the Birmingham Public Library. Additional instances of misconduct took place away from any library facility, including at McElwain Baptist Church, at Galletly's residence, and in his car. On November 24, 2017,

the sisters disclosed Galletly's sexual abuse to their mother, C.S.R., who reported the abuse to the police that same day. In November 2023, Galletly was convicted of sexual abuse in the first and second degree.

In May 2024, the plaintiffs filed a complaint in the trial court. That complaint alleged that library employees had observed Galletly behaving inappropriately toward A.G.R. and A.J.R., and had reported his misconduct to supervisors, but that neither the employees nor the supervisors had intervened to protect the sisters.

The initial complaint named the "Friends of the Irondale Library, Inc.," and "The Friends of the Birmingham Library, Inc.," as defendants. However, the plaintiffs later learned that those entities were 501(c)(3) corporations and were distinct from the municipalities that owned and operated the libraries at issue. Thus, on September 13, 2024, the plaintiffs filed an amended complaint that substituted Irondale for the "Friends of the Irondale Library, Inc.," and Birmingham for the "Friends of the Birmingham Library, Inc." Before filing that amended complaint, the plaintiffs submitted notices of claim to Irondale on July 3, 2024, and to Birmingham on August 1, 2024.

Irondale and Birmingham separately moved to dismiss the

plaintiffs' claims for failure to timely serve a notice of claim pursuant to § 11-47-23. According to them, because the plaintiffs submitted their notices of claim more than six years after the allegedly tortious conduct had taken place, they failed to comply with § 11-47-23's requirement that a notice of claim be presented within six months of the accrual of the claim. The trial court granted both motions to dismiss. The plaintiffs now appeal.

Discussion

Section 11-47-23 provides, in pertinent part, that "[a]ll claims against the municipality" for "damages growing out of torts shall be presented within six months from the accrual thereof or shall be barred." Thus, under § 11-47-23, no action may be maintained against a municipality unless the claimant serves a notice of claim within six months of the date the claim accrues.

On appeal, the plaintiffs urge that minors should be exempt from §11-47-23's notice requirements. They rely principally on § 6-2-8, Ala. Code 1975, which tolls the statute of limitations for minors until they reach the age of majority, and argue that § 11-47-23 is inconsistent with the public policy embodied in § 6-2-8.

In Parton v. City of Huntsville, 362 So. 2d 898 (Ala. 1978), however, this Court squarely rejected the argument that minority excuses compliance with municipal notice-of-claim statutes. In Parton, we reaffirmed Alabama's long-standing rule that, "'unless the statute expressly so provides, the infancy of the claimant is no excuse for failure to give notice within the time prescribed.'" 362 So. 2d at 901 (quoting 18 McQuillin, Municipal Corporations § 53.149 (3d ed. 1977)) (emphasis added). It is undisputed that § 11-47-23 contains no such exception for minors.

Nor are we persuaded by the plaintiffs' contention that § 6-2-8 effectively amends § 11-47-23 by implication. In Parton, we underscored the distinction between a notice-of-claim statute and a statute of limitations, explaining that "[t]he two statutes are unrelated" and cannot be construed in pari materia. Id. at 902; see also Ivory v. Fitzpatrick, 445 So. 2d 262, 264 (Ala. 1984) (explaining that notice-of-claim statutes and statutes of limitations "'have been recognized as separate and distinct, and embrace scopes of policy not commensurate, but, in many particulars, essentially diverse'" (quoting Yniestra v. Tarleton, 67 Ala. 126, 129 (1880))). For that reason, we declined in Parton to "graft the

extended time period of the statute of limitations … onto the 'notice of claims' statute," absent explicit legislative language to that effect. 362 So. 2d at 902.

The same reasoning controls here. Section 6-2-8 operates solely to toll statutes of limitations; it does not purport to address, modify, or excuse compliance with statutory notice-of-claim requirements. A statute of limitations governs the time within which a lawsuit must be filed.

A notice-of-claim statute, on the other hand, imposes a distinct, antecedent obligation to notify a governmental entity within a specified period so that it may investigate claims, assess liability, prepare defenses, and negotiate a settlement before litigation begins. See Brasher v. City of Birmingham, 341 So. 2d 137, 138 (Ala. 1976) (explaining that "[c]ompliance with the provisions of [the notice-of-claim] statute is a condition precedent to bringing suit" and that the statute's "purpose is to provide sufficient notice so that the City has an opportunity to investigate the claim, prepare its defenses or negotiate a settlement"). Notice-of-claim statutes also serve an important public-safety function by alerting municipalities to potentially harmful or dangerous conditions in time for

them to investigate the circumstances, remedy the hazard, and prevent similar injuries to others.

Because these two types of statutes govern different time requirements and serve fundamentally different purposes, our precedent makes clear that tolling provisions applicable to statutes of limitations do not automatically apply to notice-of-claim statutes. To hold otherwise would, in effect, rewrite § 11-47-23 by engrafting an exception the Legislature has failed to provide.[2] See generally Annotation, Local Government Tort Liability: Minority as Affecting Notice of Claim Requirement, 58 A.L.R. 4th 402, 414 (1987) (noting that the majority of courts addressing whether "an exception [for minors to these notice requirements] should be judicially engrafted absent an expression of legislative intent" have recognized the competing public-policy considerations and have reasoned that, "as the source of the right to sue the sovereign, the legislature alone may promulgate exceptions to the limitations which it places on that right, and the courts are without

[2]We have not been asked to consider the constitutionality of § 11-47-23.

power to suspend, for any reason not specified by law, the time in which notice must be given").

Accordingly, because § 6-2-8 tolls only statutes of limitations and does not extend or suspend statutory notice-of-claim requirements, we conclude -- consistent with Parton -- that minors are not exempt from the six-month notice-of-claim requirement contained in § 11-47-23. As a result, the statute applies equally to minors and adults, and the plaintiffs were required to serve their notices of claim within six months of the allegedly negligent acts.[3] Because they failed to do so, they did not comply with the notice-of-claim statute, and the trial court therefore properly dismissed their claims against the municipalities.

Conclusion

Based on the foregoing, we affirm the trial court's orders dismissing the claims against Birmingham and Irondale.

SC-2024-0734 -- AFFIRMED.

SC-2024-0788 -- AFFIRMED.

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[3]We note that, even if minority operated to toll the statutory notice-of-claim requirements, A.G.R. -- who reached the age of majority on January 19, 2024 -- still failed to serve Birmingham with the required statutory notice within six months of that date.

Wise, Bryan, McCool, and Parker, JJ., concur.

Stewart, C.J., and Shaw, Sellers, and Mendheim, JJ., concur in the result.