

Walsh v Ryder Truck Rental, Inc.

2026 NY Slip Op 30141(U)

January 9, 2026

Supreme Court, New York County

Docket Number: Index No. 151370/2024

Judge: Christopher Chin

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. CHRISTOPHER CHIN PART 22

Justice

-----X

DANIEL WALSH, GERARD WALSH,
Plaintiff,

INDEX NO. 151370/2024

MOTION DATE 10/23/2024

MOTION SEQ. NO. 002

- v -

RYDER TRUCK RENTAL, INC., NEWS CORPORATION,
JIMMY SOTO, JR.

DECISION + ORDER ON MOTION

Defendant.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 002) 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43

were read on this motion to/for DISMISS

Upon the foregoing documents, and after oral argument, it is

ORDERED that this motion by defendant Ryder Truck Rental Inc. ("Ryder Truck") pursuant so CPLR 3212 (b), for summary judgment dismissing the complaint and all claims asserted against it is denied.¹

This personal injury action arises from an alleged motor vehicle accident that occurred on November 6, 2023, at or near the intersection of West 175th Street and Fort Washington Avenue, in the County, City and State of New York. At the time of the accident, plaintiff Gerard Walsh was operating a 2006 Toyota, in which his brother plaintiff Daniel Walsh was a passenger. The Walsh

¹ The court notes that by order dated September 11, 2024, the court (Hon. James G. Clynes), granted plaintiff's motion for partial summary judgment on the issue of defendants' liability, without prejudice to defendant Ryder Truck moving to dismiss based on the Graves Amendment (Title 49 USC § 30106 (the Federal Transportation Equity Act)).

vehicle was struck in the rear by a commercial vehicle operated by defendant Jimmy Soto Jr. and owned by defendant Ryder Truck.

Defendant Ryder Truck moves to dismiss plaintiff's complaint on the ground that Title 49 USC § 30106 (the Federal Transportation Equity Act a/k/a the Graves Amendment) precludes plaintiff's claims, specifically, liability against the leasing company in a motor vehicle accident.

To grant summary judgment, it must be clear that no material or triable issues of fact are presented (*see Sillman v Twentieth Century-Fox Film Corp.*, 3 NY2d 395, 404 [1957]). "The proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case" (*Winegrad v New York University Medical Center*, 64 NY2d 851, 853 [1985]). "Failure to make such a showing requires denial of the motion, regardless of the sufficiency of the opposing papers" (*id.* at 853).

Under the Graves Amendment, the owner of a leased or rented motor vehicle cannot be held vicariously liable for harm to person or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease if (1) the owner (or an affiliate of the owner) is engaged in the trade or business of renting or leasing motor vehicles; and (2) there is no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner) (*see Steigelman v. Transervice Lease Corp.*, 210 AD3d 515 [1st Dept 2022]). A party seeking summary judgment based on the Graves Amendment has the burden of demonstrating through the submission of admissible evidence, that it is engaged in the business of renting or

leasing motor vehicles, that it leased the vehicle involved in the subject accident, that the accident occurred during the period of the lease, and that there are not triable issues of fact as to any allegation by plaintiff of negligent maintenance contributing to the accident (*see Muslar v. Hall*, 214 AD3d 77, 81 [1st Dept 2023]).

Here, Ryder Truck failed to meet its prima facie burden for dismissal based on the Graves Amendment. Specifically, the moving papers fail to contain admissible evidence demonstrating that Ryder Truck leased the vehicle that was being operated by defendant Soto at the time of the accident, and that the accident took place during the period of the lease or rental. The purported lease submitted in support of the motion is between Ryder Truck and a nonparty entity, “NYP Holdings, Inc.” and does not list defendant News Corporation as a lessor or assignee of the lease (*see Bou v. Llamaza*, 173 AD3d 575, 575-76 [1st Dept 2019] [denying summary judgment to the defendant where the supplied lease did not name the leasing company or its purported affiliate, as a lessor or assignee of the lease]). Additionally, no admissible evidence has been supplied to support Ryder Truck’s contention that defendant News Corporation is a subsidiary of NYP Holding, Inc., or to show the relationship between the party listed on the lease (“NYP Holdings, Inc.”) and defendant News Corporation, the party allegedly involved in the subject motor vehicle collision. The sole evidence submitted by Ryder Truck to support its counsel’s contention that “NYP Holdings, Inc. d/b/a New York Post,” is a wholly-owned subsidiary of defendant News Corporation, is heavily redacted, uncertified and unauthenticated document with the only visible unredacted text being a heading that reads “NEWS CORPORATION – FY 2025 Q1 Subsidiaries,” as well as a single line on a different page that reads “NYP Holdings, Inc.” Moreover, the affidavit supplied by Ryder Truck does not authenticate the document, nor does it offer an explanation of

the relationship between the two (2) entities. Thus, since Ryder Truck failed to make a sufficient showing that it should be shielded from liability by the Graves Amendment, its motion is denied.

Accordingly, it is

ORDERED that defendant Ryder Truck Rental Inc.'s motion for summary judgment to dismiss the complaint and all cross claims asserted as against it is denied.

1/9/2026
DATE


CHRISTOPHER CHIN, J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

SUBMIT ORDER

FIDUCIARY APPOINTMENT

OTHER

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: