

Olukayod v Jules

2026 NY Slip Op 30458(U)

February 5, 2026

Supreme Court, Kings County

Docket Number: Index No. 522000/2023

Judge: Anne J. Swern

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At an IAS Trial Term, Part 75 of the Supreme Court of the State of New York, Kings County, at the Courthouse located at 360 Adams Street, Brooklyn, New York on the 5th day of February 2026

P R E S E N T: HON. ANNE J. SWERN, J.S.C.

IYANU OLUKAYOD,

Plaintiff(s),

-against-

THIERRY AMAH SITTI JULES, LYFT, INC., AD LEASING CORP., PENSKE LEASING & RENTAL CO., PENSKE TRUCK LEASING CO., L.P., EXTECH BUILDING MATERIALS, INC. and "JOHN DOE" said name being fictitious as identity not yet known,

Defendant(s).

DECISION & ORDER

Index No.: 522000/2023

Calendar No.: 27

Motion Seq.: 004

Return Date: 1/22/2026

Recitation of the following papers as required by CPLR 2219(a):

	NYSCEF Papers Numbered
Notice of Motion and Supporting Documents	101-108
Affirmation in Opposition and Supporting Documents	112-123
Reply Affirmation and Supporting Documents	124-126

Upon the foregoing papers, the decision and order of the Court is as follows:

Defendant LYFT, INC has moved this Court for an order per CPLR § 3217 [b]

(1) discontinuing this action with prejudice against LYFT, INC.; (2) marking the stipulation of discontinuance executed by plaintiff and defendants LYFT, INC., THIERRY AMAH SITTI JULES and AD LEASING CORP. as “so ordered”; (3) permitting LYFT, INC. to file the “so ordered” stipulation of discontinuance; and (4) amending the caption of this action to remove LYFT, INC, over the objection of defendants PENSKE LEASING & RENTAL CO., PENSKE TRUCK LEASING CO., and L.P., EXTECH BUILDING MATERIALS, INC. (collectively referred to as the “Penske defendants”). The motion is granted.

Plaintiff, a passenger in the vehicle operated by defendant Jules, was injured in a motor vehicle accident on 8/16/2022. Defendant Jules was operating a car for hire through Lyft's application technology when the accident occurred with the co-defendants. Plaintiff settled his claims with Lyft on 9/12/2025 and executed a stipulation of discontinuance. The stipulation was then circulated to the remaining co-defendants for execution. All defendants, except for the Penske defendants, executed the stipulation of discontinuance.

In support of the motion, Lyft argues that any crossclaim on behalf of the Penske defendants is statutorily extinguished by General Obligations Law § 15-108 [b]. Further, any claim for indemnification does not vest against Lyft until post-judgment. Therefore, the arguments in opposition asserted that the Penske defendants are entitled to contribution and indemnification on their crossclaims are without merit based on General Obligations Law § 15-108 [a]. The Court agrees.

The plain language of General Obligations Law § 15-108 [a] states that the non-settling defendants retain the right to defend this action by attributing fault to Lyft because the settlement reduces plaintiff's claim against all non-settling defendants "to the extent of any amount stipulated by the release or the covenant, or in the amount of the consideration paid for it, or in the amount of the released tortfeasor's equitable share of the damages under article fourteen of the civil practice law and rules, *whichever is the greatest*. [italics added]. Under General Obligations Law § 15-108 [b], any claim for contribution under Article 14 of the CPLR is extinguished. This subsection states that "A release given in good faith by the injured person to one tortfeasor as provided in subdivision (a) relieves him from liability to any other person for contribution as provided in article fourteen of the civil practice law and rules." Therefore, the

Penske defendants' crossclaims per CPLR Article 14 asserted in their answer are extinguished by operation of law.

The Court has considered the Penske defendants' remaining arguments and finds same to be without merit.

Accordingly, it is hereby

ORDERED that defendant LYFT, INC.'s motion to discontinue this action is granted, and it is further

ORDERED that defendant LYFT, INC.'s stipulation of discontinuance is "so-ordered," and it is further

ORDERED that upon payment of the requisite fees, defendant LYFT., INC. shall e-file in NYSCEF the so-ordered stipulation of discontinuance signed simultaneously herewith, and it is further

ORDERED that defendant LYFT, INC. shall serve a copy of this Order with Notice of Entry, upon all parties through NYSCEF, and it is further

ORDERED that the Clerk shall amend the caption of this action to read as follows:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

=====
IYANU OLUKAYOD,

Plaintiff(s),

Index No.: 522000/2023

-against-

THIERRY AMAH SITTI JULES, LYFT, INC., AD
LEASING CORP., PENSKE LEASING & RENTAL CO.,
PENSKE TRUCK LEASING CO., L.P., EXTECH
BUILDING MATERIALS, INC. and "JOHN DOE"
said name being fictitious as identity not yet known,

Defendant(s).
=====

This constitutes the decision and order of the Court.

ENTER:



For Clerks use only:

MG _____

MD _____

Motion seq. # _____

Hon. Anne J. Swern, J.S.C.

Dated: 2/5/2026