

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
ILLINOIS

**Maria Gonzalez v. Abdikadir A. Ibrahim, MZ Cargo, Inc.,
Greyhound Lines, Inc., Raymond C. Paradise, Americanos U.S.A.,
LLC, Ryder Truck Rental, Inc., Iloca Services, Inc., Everett
Jennings Sharp, Richard, Inc., and Richard Wolfe Trucking, Inc.**

Gonzalez · No. 24-cv-00715-JPG · Decided November 24, 2025

SUMMARY

The United States District Court for the Southern District of Illinois granted Ryder Truck Rental’s motion for partial summary judgment on Plaintiff Maria Gonzalez’s vicarious-liability claim arising from a motor-vehicle accident. The court held that the Graves Amendment barred the claim because Ryder was engaged in the business of renting or leasing vehicles and there was no evidence of negligence or criminal wrongdoing by Ryder. The court also denied leave to amend to add a negligent-entrustment claim, finding undue delay and futility.

CASE DETAILS

COURT	United States District Court for the Southern District of Illinois
WRITING FOR THE COURT	J. Phil Gilbert
JURISDICTION	United States District Court for the Southern District of Illinois
DECIDED	November 24, 2025
DOCKET	24-cv-00715-JPG
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff opposed Ryder Truck Rental's motion for partial summary judgment seeking dismissal of Count 6 under the Graves Amendment and requested leave to amend to add a negligent-entrustment claim.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the facts and draws reasonable inferences in favor of the nonmoving party, but does not draw inferences based only on speculation or conjecture. Leave to amend under Federal Rule of Civil Procedure 15(a) may be denied for undue delay or futility.

PRECEDENTIAL VALUE	unpublished
PARTIES	Maria Gonzalez v. Abdikadir A. Ibrahim, MZ Cargo, Inc., Greyhound Lines, Inc., Raymond C. Paradise, Americanos U.S.A., LLC, Ryder Truck Rental, Inc., Iloca Services, Inc., Everett Jennings Sharp, Richard, Inc., Richard Wolfe Trucking, Inc.

TOPICS

summary judgment

statutory interpretation

commercial litigation

negligence

civil procedure

PRACTICE AREAS

civil procedure

torts

commercial litigation

QUESTIONS PRESENTED

1. Whether the Graves Amendment barred Gonzalez's vicarious-liability claim against Ryder based on Ryder's ownership and leasing of the tractor.
2. Whether Gonzalez should be granted leave to amend to add a negligent-entrustment claim against Ryder.
3. Whether the proposed negligent-entrustment amendment would be futile because the undisputed facts did not show that Ryder entrusted the tractor to Ibrahim or knew or should have known that Ibrahim was incompetent.

HOLDINGS

1. The Graves Amendment barred Gonzalez's claim against Ryder because Ryder was engaged in the business of renting or leasing motor vehicles and Gonzalez presented no evidence of negligence or criminal wrongdoing by Ryder.
2. The court denied leave to amend because Gonzalez unduly delayed seeking amendment after the amendment deadline and because the proposed negligent-entrustment claim would be futile.

KEY QUOTATIONS

“An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under the law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease” (4)

“The Court finds that Plaintiff’s claim against Ryder is barred by the Graves Amendment because Ryder is engaged in the business of renting or leasing vehicles and there is no proof of negligence on the part of Ryder.” (6)

FACTUAL BACKGROUND

On July 12, 2023, Gonzalez was injured when a Greyhound bus collided with tractor-trailers allegedly parked unlawfully along an exit ramp in Madison County, Illinois. Ryder owned a 2019 Freightliner tractor and leased it to DM World Transportation; DM World then subleased or provided it to MZ Cargo, which employed the driver, Ibrahim. Ryder did not hire, train, supervise, or pay Ibrahim and had no involvement in his route planning, rest periods, parking decision, or day-to-day operation of the tractor.

PROCEDURAL HISTORY

Gonzalez filed suit in the Madison County Circuit Court after a motor-vehicle accident. Defendants removed the action to the Southern District of Illinois, and Gonzalez later filed an amended complaint adding Ryder. Ryder moved for partial summary judgment on Count 6; the court granted the motion and declined leave to amend.

DISPOSITION

other

CASES CITED

- Archdiocese of Milwaukee v. 2 Doe, 743 F.3d 1101, 1105 (7th Cir. 2014)
- Anderson v. Donahoe, 699 F.3d 989, 994 (7th Cir. 2012)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48 (1986)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986)
- Delapaz v. Richardson, 634 F.3d 895, 900 (7th Cir. 2011)
- Monroe v. Ind. Dep't of Transp., 871 F.3d 495, 503 (7th Cir. 2017)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Modrowski v. Pigatto, 712 F.3d 1166, 1168 (7th Cir. 2013)
- Cooper v. Lane, 969 F.2d 368, 371 (7th Cir. 1992)
- Johnke v. Espinal-Quiroz, No. 14-CV-6992, 2016 WL 454333, at *8 (N.D. Ill. Feb. 5, 2016)
- Gruver v. Montesa Express, Inc., No. 1:21-CV-1210, 2024 WL 1913113, at *11 (C.D. Ill. May 1, 2024)
- Guinn v. Great W. Cas. Co., No. CIV-09-1198-D, 2010 WL 4811042, at *3 (W.D. Okla. Nov. 19, 2010)
- Parker v. Auto-Owners Ins. Co., No. 19-CV-374-JDP, 2020 WL 488366, at *2 (W.D. Wis. Jan. 30, 2020)
- Ferguson v. Roberts, 11 F.3d 696, 706 (7th Cir. 1993)
- Foman v. Davis, 371 U.S. 178, 182 (1962)
- Taitt v. Robinson, 639 N.E.2d 893, 895 (Ill. App. Ct. 1994)