

## STEVEN B. SAAL

SHAREHOLDER



### AREAS OF PRACTICE

Trucking & Transportation Liability  
Automobile Liability  
Insurance Services – Coverage & Bad Faith  
Litigation

### CONTACT INFO

(914) 977-7330  
[SBSaal@mdwcg.com](mailto:SBSaal@mdwcg.com)

287 Bowman Avenue  
Suite 404  
Purchase, NY 10577

### ADMISSIONS

New York  
2011

### EDUCATION

St. John's University School of  
Law (J.D., 2010)

University Buffalo, SUNY (B.A.,  
cum laude, 2007)

### HONORS & AWARDS

The Best Lawyers: Ones to  
Watch®, Insurance Law  
2022

### YEAR JOINED

2016

### OVERVIEW

Steven is a shareholder in the firm's Casualty Department, representing clients in the full spectrum of transportation litigation including automobile and trucking matters. Experienced in handling high-exposure litigation involving multi-million-dollar claims, his clients include large motor coach, municipal transportation, school transportation and commercial trucking companies throughout the state of New York and the boroughs of New York City.

Steven also handles premises liability cases for facility companies performing maintenance and operations activities at major local airports. He works closely with facility managers and terminal employees to analyze and defend slip-and-fall claims and other incidents. He additionally represents sports and recreational facilities, often working with engineers and experts in the field to assess responsibility for on-site injuries. He works with clients to ensure proper safety procedures and protocols are in place.

Before joining the firm in 2016, Steven represented individuals in New York State and New York City Administrative matters, New York Criminal matters, New Jersey Municipal Court matters, and New York State Article 78 proceedings all generally related to motor vehicle operation and related issues.

## THOUGHT LEADERSHIP

### **Court Dismissed Several Counts Against Transportation “Broker” on Basis of Vicarious Liability, but Held that Issue of Negligent Entrustment of Driver May Ultimately Go to Jury**

**Westchester**  
**Trucking & Transportation Liability**  
**April 1, 2024**

In a tragic, fatal collision between a tractor trailer and a passenger vehicle, which was disabled after striking a deer, the issue presented to the court was relative to whether a “broker” company that arranged for the specific motor carrier to s

### **Delaware Supreme Court Denies Transportation Company’s Insurer’s Appeal of Order When Its Insured Defaulted**

**Westchester**  
**Trucking & Transportation Liability**  
**April 1, 2024**

This action involved a motor vehicle collision where the named defendants defaulted, and an order was entered against them for failure to provide discovery and participate in the litigation.

### **Federal District Court Denied Spoliation Motion Where Plaintiffs Attempted to Argue that a Bus Company Failed to Preserve Video**

**Westchester**  
**Trucking & Transportation Liability**  
**April 1, 2024**

The plaintiffs’ sought to obtain a preclusion of expert evidence and adverse inference at trial for failure to maintain video after an infant plaintiff disembarked one school bus and was struck by another company’s school bus, causing serious inju

### **In Interpreting Dram Shop Rule, Violation of Law by an Establishment Gave Rise Only to Negligence Action**

**Westchester**  
**Trucking & Transportation Liability**  
**April 1, 2024**

This case involved a motor vehicle accident involving an allegedly intoxicated and underage driver and a pedestrian. At the time, the 20-year-old intoxicated driver struck the 18-year-old intoxicated pedestrian, causing catastrophic injuries.

### **Ohio Appeals Court Affirms Dismissal of Complaint by the Estate of Decedent Who Intentionally Created Accidents with Tractor Trailers**

**Westchester**  
**Trucking & Transportation Liability**  
**April 1, 2024**

A fantastic set of facts saw a lower court’s ruling affirmed by the appellate court when a motorist/decedent, whose actions were interpreted as “intentional” and could ultimately have been suicidal, created two collisions with tractor trailers whi

## **PUBLISHED WORKS**

“To Proximately Cause or Not Proximately Cause?”, *Defense Digest*, Vol. 29, No. 3, September 2023

"New York State Finalizes Changes to Insurance Disclosure Law," *New York Law Journal*, May 20, 2022

## **CLASSES/SEMINARS TAUGHT**

*Defending Reptile Theory Claims*, 2022 Summer Bus Industry Safety Council (BISC) Meeting, Baltimore, MD, July 2022

## RESULTS

### Dismissal of claims brought against bus yard.

#### **Trucking & Transportation Liability**

**June 15, 2020**

We successfully obtained summary judgment dismissal of all claims against our client in a transportation/premises liability case in the Supreme Court, Nassau County. The plaintiff brought a claim for injuries sustained due to an alleged slip-and-fall in a bus yard owned by our client. The bus yard was leased to a transportation company that employed the plaintiff.

### Summary judgment for national bus company.

#### **Trucking & Transportation Liability**

**June 15, 2020**

We obtained summary judgment dismissing all claims against our clients in a motor vehicle matter in the Supreme Court, Suffolk County. The plaintiff brought a claim against our clients, a national bus company, our insured driver, and the local School District for negligence related to a motor vehicle accident that occurred when the plaintiff was working as a bus monitor for the bus company.

## **SIGNIFICANT REPRESENTATIVE MATTERS**

Successfully argued and obtained a full dismissal of an arbitration matter filed against our self-insured client. The plaintiff, an insurer, filed an arbitration matter claiming our client owed payment for unpaid medical bills. The plaintiff alleged that the injuries arose from a motor vehicle accident on December 20, 2017 and sought payment for medical treatments provided to the insured in the amount of \$56,804.06. The insurer's position was that the entire amount was owed, that our client had not responded to a request for intercompany reimbursement, and that our client's insured driver had caused the accident. It was our client's position that insurers insured was the sole, proximate cause of the accident as a matter of law, and, therefore, our client was not responsible for any amount of the unpaid medical bills. The arbitrator heard arguments, concluded that our argument was persuasive, and found in full favor of our client in determining our client was not liable for the accident.

Obtained summary judgment dismissing all claims against our client in a premises liability case in Supreme Court, Nassau County. The plaintiff brought a claim against a real estate investment and management company for injuries sustained due to an alleged slip-and-fall in a bus yard owned by our employee. The premises was leased to a transportation company that employed the plaintiff. The motion for summary judgment argued that our client, as an out-of-possession landlord, is only liable for injuries sustained due to a structural defect or specific statutory violation, neither of which were supported by the record. Plaintiff opposed our motion arguing that since the current property manager did not sign the lease amendment and was not managing the property at the time of the incident, he lacked personal knowledge and could not authenticate the lease. The Court rejected these arguments and plaintiff's claims were dismissed in their entirety against our client.

Obtained summary judgment dismissing all claims against our clients in a motor vehicle matter in Supreme Court, Suffolk County. The plaintiff brought a claim against our clients, a bus company, our insured driver, and the school district for negligence related to a motor vehicle accident that occurred when the plaintiff was working as a bus monitor for our client. The school district had contracted with the bus company for transportation services. In our motion, we argued that the bus company, as plaintiff's employer, was protected by the exclusive remedy provision of the Workers Compensation law, that our driver was protected as a "co-employee," and school district could not be negligent for the actions of its independent contractor. The plaintiff sought to argue that she was an employee of the bus company's parent company and was not precluded by the Workers Compensation Law. The Court rejected these arguments and confirmed that plaintiff, as an employee of the bus company who received Workers Compensation benefits, could not sustain negligence claims against her employer and dismissed all claims against our clients. The Court further reconfirmed a prior appellate ruling speaking to the corporate structure of the bus company, which could protect the company from further suits seeking to disregard the Workers Compensation Law.