PATRICIA M. MCDONAGH

SHAREHOLDER

AREAS OF PRACTICE

Insurance Services – Coverage & Bad Faith Litigation
Environmental & Toxic Tort Litigation
Appellate Advocacy & Post-Trial Practice
Premises & Retail Liability

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Roseland, NJ 07068

ADMISSIONS

New Jersey
1993

EDUCATION

Villanova University Charles Widger School of Law (J.D., 1993)

Fairfield University (B.A., magna cum laude, 1990)

HONORS & AWARDS

The Best Lawyers in America©, Appellate Practice
2026

ASSOCIATIONS & MEMBERSHIPS

Essex County Bar Association

New Jersey State Bar Association

YEAR JOINED

1997

OVERVIEW

Patricia concentrates her practice primarily on insurance coverage litigation and counseling, bad faith litigation, environmental and toxic tort litigation, and appellate practice. She has represented a large number of insurance companies and insurance industry professionals in both first and third party insurance coverage and bad faith matters. Patricia provides coverage opinions and advice to insurance carriers concerning their coverage obligations under insurance policies they issued and which provided CGL, homeowners', automobile liability, UM/UIM, PIP, workers' compensation and/or employer's liability coverage. She has also represented oil delivery companies and other third parties in litigation where they have been asked to assume or share in the costs of state-mandated clean up and remediation of environmental contamination. In addition, Patricia has had a great deal of experience in the defense of general liability, professional malpractice and products liability matters.

In 1990, Patricia graduated *magna cum laude* from Fairfield University. She then went on to obtain her *juris doctor* from Villanova University School of Law in 1993, after which she was admitted to the bar in the states of New Jersey and the Commonwealth of Pennsylvania.

After working for another defense litigation law firm in Morristown, New Jersey, Patricia joined Marshall Dennehey in 1997 and practices in the firm's Roseland, New Jersey, office, where she oversees the bad faith/coverage matters in that office.

THOUGHT LEADERSHIP

98 Marshall Dennehey Attorneys Recognized in the 2026 Editions of The Best Lawyers in America® and the Best Lawyers: Ones to Watch® in America

August 20, 2025
Marshall Dennehey is proud to highlight the firm's 98 attorneys who have been recognized in the 2026 editions of The Best Lawyers in America® and the Best Lawyers: Ones to Watch® in America. Less than 6% of all practicing lawyers in the U.S.
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New Jersey Supreme Court Holds that Evidence of an Insured's Uncompensated Medical Expenses Falling Between the Insured's Selected PIP Coverage and the Statutory Maximum PIP Coverage of $250,000 Is Inadmissible

Roseland
Insurance Services – Coverage & Bad Faith Litigation
March 28, 2019
In the recent decision rendered by the New Jersey Supreme Court in Joshua Haines v. Jacob W. Legal Updates for Insurance Services - March 28, 2019, has been prepared for our readers by Marshall Dennehey Warner Coleman & Goggin.

PUBLISHED WORKS

"New Jersey Supreme Court Holds that Evidence of an Insured's Uncompensated Medical Expenses Falling Between the Insured's Selected PIP Coverage and the Statutory Maximum PIP Coverage of $250,000 Is Inadmissible," *Legal Updates for Coverage and Bad Faith*, March 28, 2019

"New Jersey Environmental Insurance Law: The Battle Over Coverage Between Insurers and Policyholders, Arising from "Owned Property Exclusion" Clauses in CGL Policies," *Defense Digest*, Fall 2004

"Are E-Mails Privileged?," *For The Defense*, November 2000

RESULTS

Summary judgment for insurer in complex coverage case.

Insurance Services – Coverage & Bad Faith Litigation
February 9, 2021
We successfully persuaded the court to grant summary judgement on behalf of a major insurer on a complex coverage issue. This coverage case concerned two Virginia personal automobile policies in regard to an automobile accident in New Jersey. The son of a divorced couple sought coverage for an accident he was involved in on a major thoroughfare in New Jersey.

Court agrees mode of operations does not apply in retail liability case

Premises & Retail Liability
December 30, 2019
We were successful on a motion for summary judgment, thereby barring the application of the mode of operations in a slip and fall case where an alleged partially eaten sandwich was found in the aisle of the retailer.

Court Finds Plaintiff Not Entitled to UIM Coverage.

Insurance Services – Coverage & Bad Faith Litigation
April 11, 2019
We obtained summary judgment in favor of our insurance company client. The plaintiff sought UIM coverage from our client as a resident relative of the client's named insured. The plaintiff was a named insured on another policy which provided UM/UIM coverage. The court granted our motion for summary judgment based upon an exclusion in the client's policy that excluded UIM coverage for any family member if that family member is a named insured on another policy providing UM/UIM motorists coverage.

SIGNIFICANT REPRESENTATIVE MATTERS

Obtained summary judgment in favor of an automobile liability insurance carrier, wherein court upheld carrier's disclaimer of defense and indemnity coverage to its insured in response to personal injury lawsuit brought against insured arising from motor vehicle accident on the basis that insured had made material misrepresentations on his insurance policy application as to where he resided and principally garaged the insured vehicle.

Successfully represented an insurance carrier in a declaratory judgment action, wherein carrier disclaimed coverage to insured under an automobile liability insurance policy with regard to an underlying personal injury lawsuit brought against insured arising from a motor vehicle accident because insured failed to provide the carrier with notice of either the accident or the resultant lawsuit and which, in turn, substantially prejudiced the insurer.

Obtained summary judgment on behalf of defendant employers and having all claims against them dismissed in civil lawsuits brought against them by their own employees for injuries the employees sustained in the workplace on the basis that there was no evidence to support a finding that the "intentional wrong" exception to the workers' compensation bar applied. In one of these cases, in particular, after successfully in having the plaintiff employee's claim against his employer dismissed, the employee continued to litigate his claim against the remaining defendant, a forklift manufacturer, resulting in a jury verdict in favor of the plaintiff in excess of $1 million, which was subsequently affirmed on appeal.

Obtained summary judgment in favor of a commercial general liability carrier in a declaratory judgment action, successfully limiting the CGL carrier's potential liability exposure in a case involving serious injuries to two plaintiffs as a result of a robbery. Received a favorable ruling from the court that the $100,000 aggregate policy limit, set forth in the CGL policy's Assault & Battery Endorsement, was the applicable liability coverage limit potentially available to the injured plaintiffs under the CGL policy and not the $1 million per occurrence coverage limit, set forth in the policy's Declarations, as was argued by the plaintiffs.

Successfully defended a CGL insurance carrier in a claim brought against it by the landlord/owner of a warehouse for defense and indemnity coverage as an Additional Insured under a CGL insurance policy issued by the carrier to one of the tenants at the warehouse in a high-exposure property damage loss case arising from a fire on the basis that the landlord did not qualify as an additional insured on the policy pursuant to the Additional Insured Endorsement and the landlord's claim should be a claim against its insurance broker for professional negligence in not procuring the proper insurance coverage requested by the landlord.

Obtained summary judgment in favor of a subcontractor on an indemnity cross-claim, where the contract at issue, between the subcontractor and the general contractor, did not include the required express language that the general contractor would be indemnified for own negligence.