

***TIMOTHY D. McGONIGLE***

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**FIRM OVERVIEW**

Timothy D. McGonigle handles a broad spectrum of litigation disputes on behalf of individuals and corporations. The firm, founded in 1989, is one of the top firms in California and has obtained numerous multi-million-dollar verdicts and settlements on behalf of the firm's clients. Timothy D. McGonigle is the firm's principal trial attorney, having practiced law for over forty years. The firm handles jury and bench trials, arbitrations, mediations, and other dispute resolution matters throughout the State of California. The firm has been an "AV" rated law firm, the highest rating available, a finding that the legal abilities and the ethics of the firm are of the very highest standard. Timothy McGonigle has been named on the list of Southern California Super Lawyers since 2006.

**EDUCATION**

Bachelor of Business Administration, University of Notre Dame (1980)

Juris Doctorate, Pepperdine University (1983)

LL.M., Securities Regulation, Georgetown University School of Law (1984)

**EMPLOYMENT**

Overton, Lyman & Prince, Los Angeles, California

Litigation Associate Attorney from September 1984 to October 1985

Selvin Weiner & Ruben, Los Angeles, California

Litigation Associate Attorney from October 1985 to October 1987

Litigation Partner from October 1987 to December 1991

Ruben & McGonigle, Los Angeles, California

Litigation Partner from January 1992 to February 2000

Managing Partner of 10-14 attorney firm

Timothy D. McGonigle Prof. Corp. Los Angeles, California

Litigation Firm from February 2000 to Present

## MEMBERSHIPS

State Bar of California (1984)  
District of Columbia State Bar (1991)  
American Board of Trial Advocates  
Super Lawyer (2011 to 2026)  
Previous Executive Committee, Solo and Small Firm Section of the State Bar of California  
Consumer Attorneys of Los Angeles

## PUBLISHED DECISIONS

*Arista Films, Inc. v. Gilford Securities, Inc.* (1996) 43 Cal.App.4<sup>th</sup> 495  
*Carlton v. St. Paul Fire & Marine Insurance Company* (1994) 30 Cal.App.4<sup>th</sup> 1450.  
*Markowitz v. Kachlon* (2008) 168 Cal.App.4<sup>th</sup> 316  
*Apex, LLC v. Sharing World* (2012) 206 Cal.App.4<sup>th</sup> 999  
*Apex, LLC v. Sharing World* (2013) 222 Cal.App.4<sup>th</sup> 1010 (2013)  
*Dolnikov v. Ekizian* (2013) 222 Cal.App.4<sup>th</sup> 419  
*Mt. Holyoke Homes, LP v. Superior Court* (2013) 219 Cal.App.4<sup>th</sup> 1299  
*Shaoxing City Maolong etc. v. Keehn & Associates, et al.*, 238 Cal.App.4<sup>th</sup> 1031 (2015)  
*Switzer v. Wood*, 35 Cal.App.5<sup>th</sup> 116 (2019)  
*Letgolts v. David H. Pierce & Associates, PC*, 71 Cal.App.5<sup>th</sup> 272 (2021)

## BIOGRAPHY

Recipient, American Jurisprudence Award in Wills and Trusts.  
Selected as a Southern California Super Lawyer by Los Angeles Magazine.  
Author: "The Class Action: A Solution to the Dilemma of Certification After Judgment," 1984.

## AREAS OF PRACTICE

### Wrongful Termination Actions

For over forty years, Timothy D. McGonigle has been representing employees in claims against their employers for wrongful termination, sexual harassment and workplace abuse claims. In 2017, Mr. McGonigle obtained the 30<sup>th</sup> largest jury verdict in the State of California on behalf of two doctors who were wrongfully discharged by the Defendants, in the amount of \$3.7 million dollars in the case entitled *Said v. Centro Medico*, Los Angeles Superior Court Case Number BC499096. Timothy D. McGonigle also received the #1 arbitration award in California in 2021 as recognized by topverdict.com. Timothy D. McGonigle recovered \$3,461,030.05 on behalf of a client at an arbitration.

### Attorney Malpractice Actions

Timothy D. McGonigle has been representing lawyers and clients of former lawyers in fee disputes and attorney malpractice cases. The firm has aggressively pursued actions on behalf of many high-profile clients against some of the largest law firms in the State of California. Mr. McGonigle successfully represented the former District Attorney of Los Angeles in a six-week jury trial asserting eight figure claims for legal malpractice, fraud and breach of fiduciary duty. Mr. McGonigle obtained a \$700,000 jury verdict in a legal malpractice case against a prominent intellectual property firm.

### Labor Law Cases

Over the years, the firm has successfully prosecuted and defended in excess of 100 cases alleging such claims as wrongful termination, violations of the implied covenant of good faith and fair dealing, race and gender discrimination, violations of Business & Professions Code Section 17200, and breach of contract.

In 2012, Mr. McGonigle successfully represented two former employees of the Hollywood Foreign Press in their claims arising from their wrongful termination arising from their representation of the HFPA in the Golden Globes.

Mr. McGonigle also obtained a defense verdict in favor of a corporate client brought by a former employee asserting claims for race and pregnancy discrimination brought in Los Angeles Superior Court.

### Insurance Coverage/Bad Faith Actions:

*Frank Bennett and Metal Preparations v. American Motorists Insurance Company*, Los Angeles Superior Court Case Number BC100738. Timothy D. McGonigle successfully obtained an order by the Superior Court requiring the carriers to defend their insured in litigation brought by the California Medical Center for toxic waste cleanup. The carriers ultimately settled the bad faith claims brought by the insureds against their insurance companies.

*Thompson v. Fireman's Fund Insurance Company*, Los Angeles Superior Court Case Number BC215304. In the first appeal considered by the court of appeal on the application of a mold exclusion to water related damage caused to a million-dollar home in the Pacific Palisades area of Los Angeles, the court of appeal reversed a summary judgment granted in favor of Fireman's Fund, finding that there were questions of fact as to the cause of the damage. The case ultimately settled.

### Breach of Contract/Intellectual Property

In the case of *Medinformatix v. Acermed*, Timothy McGonigle's client prevailed in a breach of contract/copyright infringement lawsuit. Timothy McGonigle's client was awarded the sum of 785,704, as well as attorney's fees and costs. Timothy McGonigle's client also prevailed on the cross-complaint seeking approximately \$4.5 million dollars in damages.

### Insurance Disability Cases

Timothy D. McGonigle has handled numerous claims for disability benefits on behalf of the insured. The firm prides itself in aggressively pursuing discovery and depositions of the insurance company representatives in order to demonstrate the unreasonable denial of benefits.

A confidential settlement was obtained in one such case during the course of a jury trial. A recovery in the seven figures was obtained on behalf of this client.

### Business Torts

*Z Valet v. House of Blues*, Los Angeles Superior Court Case Number BC 141039. Timothy D. McGonigle and co-counsel represented a corporate client in a civil litigation arising out the House of Blues wrongful termination of the client's parking contract at the location. A judgment of \$2.7 million was awarded by the jury. The case settled prior to appeal.

### Stock Broker Disputes

Timothy D. McGonigle has represented both customers and brokerage houses in numerous disputes. Many of these cases are subject to mandatory arbitration provisions which are required to be resolved through the National Association of Securities dealers. Mr. McGonigle has successfully handled in excess of thirty matters through arbitration.

In the reported case of *Arista Films, Inc. v. Gilford Securities, Inc.* (1996) 43 Cal.App.4<sup>th</sup> 495 the California Court of Appeal held that the language of the arbitration agreement reflected that it was only intended to govern the relationship between plaintiff and the clearing broker and could not have alerted plaintiff to anticipate otherwise. Further, there was no showing that the relationship between the clearing broker and defendant was other than one between two completely independent entities. Accordingly, defendant, having failed to obtain its own arbitration agreement with plaintiff, could not "piggy back" onto the clearing broker's arbitration agreement with plaintiff as a third-party beneficiary.