



Agelo L. Reppas has maintained an exclusively appellate practice for over twenty years, appearing in courts nationwide—including ten federal courts of appeal and seven state supreme courts. Bringing a fresh perspective to each case, Agelo hones in on the crux of the dispute by critically reviewing the record and identifying the strongest issues. An innovative advocate, Agelo excels at crafting persuasive prose, translating complex concepts into easily understood arguments that highlight the equities of a client's position. For example, Agelo obtained reversal of a judgment declaring an insurer owed a duty to defend its insured in a protracted dispute, then succeeded in recouping more than \$13,000,000 the insurer had paid pursuant to that erroneous judgment.

Understanding that preparation for appeal begins at the outset, Agelo also partners with trial teams in high-stakes litigation. As embedded appellate counsel, Agelo helps guide trial strategy to posture the case for the best possible outcome on appeal—whether that is defending a favorable judgment, challenging an unfavorable judgment, or leveraging a settlement. Agelo has earned a reputation as an invaluable asset to the trial team by bringing expertise and ingenuity to the issues surrounding interlocutory appeals, jury instruction conferences, evidentiary disputes, and post-trial motions.

In 2023, Agelo was selected to *Chicago Lawyer's* 4th annual "Top Women in Law" list, recognizing her over two decades of exclusive appellate practice, innovative advocacy and commitment to empowering women in the legal profession. *Best Lawyers* named Agelo to its 2024 list for her appellate practice.

## REPRESENTATIVE MATTERS

***Gonzagowski v. Steamatic of Albuquerque, Inc.***, --- P.3d --- (N.M. June 22, 2023) (successfully persuaded New Mexico's high court that the collateral source rule does not apply to plaintiff's post-judgment settlement with a co-defendant, such that plaintiff is not entitled to a double recovery, and that the setoff amount is the co-defendant's allocated damages share and not its settlement payment).

***Tonoga, Inc. v. New Hampshire Ins. Co.***, 201 A.D.3d 1091, 159 N.Y.S.3d 252 (3d Dep't 2022) (successfully obtained affirmance of judgment for AIG insurers on basis that qualified and absolute pollution exclusions precluded coverage for PFAS environmental contamination, the first published decision finding that PFAS chemicals are irritants, contaminants or pollutants).

***Gonzagowski v. Steamatic of Albuquerque, Inc.***, No. A-1-CA-37321, 2021 WL 1921144 (N.M. Ct. App. May 12, 2021) (successfully obtained reversal of judgment on jury verdict against mold and water remediation contractor, on basis that judgment should have been reduced to reflect plaintiff's collection of another judgment against co-defendant for same damages).

***San Diego Unified Port Dist. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.***, 809 F. App'x 407 (9th Cir. 2020) (successfully obtained reversal on multiple grounds and entry of judgment for umbrella/excess insurer, holding that pre-1986 policies did not cover pre-suit claims and contained general aggregate limits applicable to property damage losses).

## Contact Information

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## Practice Areas

- Appellate and Trial Triage
- Bad Faith
- Coverage Litigation

## Education

- Washington University School of Law, J.D. 2000
- University of Iowa, B.S. Microbiology 1995
- University of Iowa, B.A. Philosophy 1995

## Memberships

- Appellate Lawyers Association
- Defense Research Institute
- Hellenic Bar Association

## Admissions

- Illinois
- New York
- U.S. Court of Appeals for the Second Circuit
- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fourth Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Seventh Circuit

**Princeton Excess & Surplus Lines Ins. Co. v. Hub City Enter., Inc.**, 808 F. App'x 705 (11th Cir. 2020) (successfully obtained affirmance of judgment holding that insurer owed no duty to defend underlying personal injury action because alleged instrumentality of injury qualified as "amusement device" within the meaning of an exclusion).

**Unitrin Auto & Home Ins. Co. v. Sullivan**, 117 N.Y.S.3d 268 (N.Y. Sup. Ct. App. Div. 2020) (defended judgment holding that liability insurer owed no duty to defend or indemnify insured for assault).

**Sanders v. Ill. Union Ins. Co.**, 157 N.E.3d 463 (Ill. 2019) (successfully obtained judgment holding that coverage under occurrence-based policies for malicious prosecution claims is triggered only at the time of the wrongful charging, and not in subsequent years of retrials or exoneration, at a cost-savings of \$10M to the insurers).

**Sapa Extrusions, Inc. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.**, 939 F.3d 243 (3d Cir. 2019) (successfully defended judgment refusing to expand Pennsylvania's four-corners rule and holding that faulty workmanship is not an "occurrence").

**Rockhill Ins. Co. v. CFI-Global Fisheries Mgmt.**, 782 F. App'x 667 (10th Cir. 2019) (defended judgment holding that professional liability insurer had no duty to indemnify damages for defective design and construction of fisheries enhancement project).

**Schnabel Found. Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.**, 780 App'x 5 (4th Cir. 2019) (successfully obtained affirmance of a judgment finding no coverage under a wrap-up excess policy for repair costs and delay damages arising from an insured's faulty support of excavation work).

**Del Webb Comm'ns, Inc. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.**, No. 15-56968 (9th Cir. 2017) (defended a judgment that primary policies were not exhausted by virtue of insured's discharge in bankruptcy).

**Wash. Counties Risk Pool v. Clark Cty.**, No. 91154-1 (Wash. 2016) (defended a judgment that coverage under an occurrence-based policy for wrongful conviction claims was triggered when the claimants were convicted and imprisoned, not years later when they were exonerated).

**Certain Underwriters at Lloyd's, London v. D.R. Horton L.A. Holding Co., Inc.**, No. G053316 (Cal. Ct. App. 2016) (challenged an order compelling disclosure to a claimant of an insurer/insured's confidential settlement communications, which took place before the claimant attained judgment creditor status).

**Migdal Ins. Co., Ltd. v. Ins. Co. of the State of Penn.**, No. S236177 (Cal. 2016) (addressed state law question of whether policies must contribute ratably, where one contained an "other insurance" clause and the other did not).

**Lexington Ins. Co. v. Scott Homes Multifamily, Inc.**, 16-15746, 16-15747 (9th Cir. 2016) (challenged judgment on a jury verdict against an insurer for construction defect liability).

**FHP Tectonics Corp. v. Am. Home Assurance Co.**, 57 N.E.3d 575 (Ill. App. Ct. 2016) (successfully obtained affirmance of a judgment that an insurer owed no duty to defend a purported additional insured, where a self-insured retention endorsement eliminated a duty to defend named or additional insureds).

**Busch Props., Inc. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.**, 815 F.3d 1123 (8th Cir. 2016) (applying Missouri law) (successfully obtained affirmance of a judgment that an insurer had no duty to indemnify the insured's purported settlement with third parties, where the insured was not legally obligated to make the payment, as no claims or lawsuits had been filed against the insured).

**Chiquita Brands Int'l, Inc. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.**, 57 N.E.3d 97 (Ohio Ct. App. 2015) (successfully obtained affirmance of a judgment of \$13M in defense costs and prejudgment interest, which the insured was required to repay after reversal of the trial court's erroneous duty to defend ruling).

**Clemente v. N.J. Transit**, No. A-002355-12T3, 2015 WL 7047513 (N.J. Super. Ct. App. Div. Nov. 12, 2015) (challenged judgment finding that general liability coverage applied to an automobile liability risk, and that self-insurance was not required to contribute to the loss).

**Steel Supply & Eng'g Co. v. Ill. Nat'l Ins. Co.**, 620 F. App'x 442 (6th Cir. 2015) (successfully defended judgment for an insurer on the basis that the insured's defective workmanship did not cause property damage).

**First Health Settlement Class v. Chartis Spec. Ins. Co.**, 111 A.3d 993 (Del. 2015) (defended a

- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit

judgment holding that statutory penalties are not covered damages under an excess liability policy).

***Dish Network Corp. v. Arrowood Indem. Co.***, 772 F.3d 856 (10th Cir. 2014) (successfully defended judgment for an insurer declaring that it had no duty to defend or indemnify in an underlying patent infringement action).

***Lexington Ins. Co. v. St. Bernard Parish Gov't***, 548 F. App'x 176 (5th Cir. 2013) (challenged judgment finding an insurer owed coverage in connection with underlying inverse condemnation claims).

***Silgan Containers, LLC v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.***, 543 F. App'x 635 (9th Cir. 2013) (defended judgment for an insurer on the basis that the insured's defective workmanship did not cause property damage).

***Chiquita Brands Int'l, Inc. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.***, 988 N.E.2d 897 (Ohio Ct. App. 2013) (successfully obtained reversal of judgment for an insured, which had bankrolled Colombian terrorists, on the basis that the insured's conduct was not accidental and the injury had occurred outside the policies' coverage territory).

## PRESENTATIONS

"To Certify or Not to Certify: Tips for Federal Appeals of Novel Insurance Coverage Issues," American Bar Association Litigation Section, Insurance Coverage Litigation Committee (March 4, 2022).

"How Could That (Not) Be Covered? Truthiness And Coverage For False Claims Act Liability," American Bar Association Litigation Section, Insurance Coverage Litigation Committee (March 1, 2019).

"Mad Skillz: Professional Services Coverage and Exclusions In The High-Tech Era," American Bar Association Litigation Section, Insurance Coverage Litigation Committee (March 1, 2018).

"Shrunk Chickens, Neck Flanges, Pill Mills and Bacteria: New Cases Shed Light on Perennially Difficult Issues in Products-Related Coverage," American Bar Association Litigation Section, Insurance Coverage Litigation Committee (March 4, 2017).

"Adding an Appellate Specialist to the Trial Team: The Sooner, the Better," Sedgwick's Appellate Task Force Webinar (June 7, 2016).

"Appellate Pitfalls to Avoid When Presenting Your Coverage Case," Chicago Bar Association, Insurance Law and YLS Insurance Coverage Committees (May 9, 2011).