

Agelo L. Reppas, Reported Decisions

Amicus Curiae:

Travelers Cas. & Sur. Co. v. Bowman, 893 N.E.2d 583 (Ill. 2008) (breach of indemnity agreement/statute of limitations)

Casualty Defense:

Haubner v. Abercrombie & Kent Int'l, Inc., 812 N.E.2d 704 (Ill. App. 2004) (wrongful death/personal jurisdiction)

Construction Litigation:

Paschen Contractors, Inc. v. City of Kankakee, 819 N.E.2d 353 (Ill. App. 2004) (construction litigation/Mechanics' Lien Act)

Twinco Romax Auto. Warehouse, Inc. v. Olson Gen. Contractors, Inc., 643 N.W.2d 338 (Minn. App. 2002) (construction litigation/statute of limitations)

Fidelity and Surety:

Travelers Cas. & Sur. Co. v. Bowman, 893 N.E.2d 583 (Ill. 2008) (breach of indemnity agreement/statute of limitations)

RBC Mortgage Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa., 812 N.E.2d 728 (Ill. App. 2004) (affirmed, on issue of first impression, that fidelity bond does not cover third party liability occasioned by employee dishonesty)

Injunctive Relief:

John Crane Inc. v. Admiral Ins. Co., 910 N.E.2d 1168 (Ill. App. 2009), (affirming entry of preliminary anti-suit injunction)

Insurance:

Kim Seng Co. v. Great Am. Ins. Co. of N.Y., 101 Cal. Rptr. 3d 537 (Cal. Ct. App. 2009) (holding that prior publication exclusion barred coverage for advertising injury liability)

Blake v. Thornton, 914 N.E.2d 1102 (Ohio Ct. App. 2009) (reversing finding of UIM coverage under an excess CGL policy and entering judgment for insurer)

Stoneridge Dev. Co., Inc. v. Essex Ins. Co., 888 N.E.2d 633 (Ill. App. 2008) (reversing finding of a *Peppers* conflict and entering judgment for insurer, finding no coverage under a CGL policy for construction defects)

Essex Ins. Co. v. Pingley, 839 N.Y.S.2d 208 (N.Y. App. Div. 2007)
(construing “Salvage Yard-Auto Endorsement”)

Ruddy v. Lexington Ins. Co., 835 N.Y.S.2d 440 (N.Y. App. Div. 2007)
(affirming that insurer owes no duty to ensure adequate coverage)

Shultz v. Atl. Mut., 853 N.E.2d 94 (Ill. App. 2006) (affirmed, on issue of first impression, that insurer can raise coverage defense for first time in opposition to arbitration award confirmation)

Premises Liability:

Kimble v. Jorgensen, 830 N.E.2d 814 (Ill. App. 2005) (premises liability/accident reconstruction evidence)

Cardozo v. Mayflower Ctr., Inc., 792 N.Y.S.2d 166 (N.Y. App. Div. 2005)
(reversal and dismissal of complaint against independent contractor)

Adams v. Hilton Hotels, Inc., 787 N.Y.S.2d 238 (N.Y. App. Div. 2004)
(reversal and dismissal of complaint against independent contractor)

Miraglia v. H&L Holding Corp., 759 N.Y.S.2d 678 (N.Y. App. Div. 2003)
(Labor Law/recalcitrant worker defense)

Yee v. Chang Xin Food Mkt., Inc., 755 N.Y.S.2d 262 (N.Y. App. Div. 2003)
(affirming summary judgment for landowner)

Professional Malpractice:

Hester v. Diaz, 805 N.E.2d 255 (Ill. App. 2004) (legal malpractice/statute of limitations)

Gonzalez v. Ellenberg, 752 N.Y.S.2d 302 (N.Y. App. Div. 2002) (legal malpractice/statute of limitations)

Subrogation:

Jr. Coll. Dist. of St. Louis v. City of St. Louis, 149 S.W.3d 442 (Mo. 2004)
(subrogation/municipal liability)

Amedeo Hotels Ltd. P'ship v. Zwicker Elec. Co., Inc., 739 N.Y.S.2d 10
(N.Y. App. Div. 2002) (premises liability/statute of limitations)

Transportation:

U.S Bank v. YMCA of Metro. Chicago, No. 07-0487, --- N.E.2d --- (Dec. 31, 2008) (challenging trial court's grant of new trial after defense verdict)

Smith v. Allied Servs., LLC, 267 S.W.3d 750 (Mo. App. 2008) (upholding defense verdict in trucking accident case)

Embry v. Geo Transp. of Ind., 478 F. Supp. 2d 914 (E.D. Ky. 2007) (sudden medical emergency defense)

Wright v. Westray, 834 N.E.2d 173 (Ind. App. 2005) (reversal of \$15 million punitive damages award in trucking accident case)

Carroll v. Preston Trucking Co., Inc., 812 N.E.2d 431 (Ill. App. 2004) (quotient verdict/surveillance evidence)