

**Partner** 





Agelo L. Reppas has maintained an exclusively appellate practice for over twenty-five 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 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. Agelo has been named in *Best Lawyers* for her appellate practice since 2024.

# REPRESENTATIVE MATTERS

*Okun v. Pobuckra Props., LLC*, No. 2023-000063, 2025 WL 989835 (S.C. Ct. App. Apr. 2, 2025) (challenged an adverse judgment in a wrongful death action imposing case-dispositive spoliation sanctions).

**New Hampshire Ins. Co. v. TSG Ski & Golf, LLC**, 128 F.4th 1337 (10th Cir. 2025) (successfully obtained affirmance of a judgment for AIG insurers that they owed no coverage for an underlying lawsuit alleging that that the insureds had knowingly published false statements in a debt-collection letter, based on policy exclusions for personal and advertising injury arising from publication of knowingly false material).

*In re Alexion Pharms., Inc. Ins. Appeals*, 339 A.3d 694 (Del. 2025) (successfully obtained reversal of a judgment against multiple D&O insurers by persuading Delaware's high court that an underlying securities lawsuit against the insured related back to an earlier SEC investigation, such that the D&O polices in effect at the time of the securities lawsuit owed no coverage).

**Swan v. Villas Condo. Unit Owners' Ass'n**, 2024-Ohio-2313, 246 N.E.3d 1031 (successfully obtained affirmance of a judgment enforcing a settlement agreement, even though the parties had failed to memorialize the agreement in writing).

*Opioid Master Disbursement Tr. II v. ACE Am. Ins.*, 688 S.W.3d 690 (Mo. Ct. App. 2024) (successfully obtained affirmance of a judgment dismissing coverage litigation over opioid mass tort claims, on the basis that the policies' forum-selection clauses were mandatory and enforceable).

Gonzagowski v. Steamatic of Albuquerque, Inc., 533 P.3d 1068 (N.M. June 22, 2023) (successfully persuaded New Mexico's high court that the collateral source rule does not

### **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

apply to plaintiff's post-judgment settlement with a co-defendant).

**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 a judgment for AIG insurers on the basis that the policies' qualified and absolute pollution exclusions barred coverage for PFAS environmental contamination, the first published decision finding that PFAS chemicals are irritants, contaminants or pollutants).

San Diego Unified Port Dist. v. Landmark Ins. Co., 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).

**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).

*Sanders v. III. Union Ins. Co.*, 2019 IL 124565, 157 N.E.3d 463 (III. 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).

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").

Schnabel Found. Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa., 780 F. 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).

Busch Props., Inc. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa., 815 F.3d 1123 (8th Cir. 2016) (successfully obtained affirmance of a judgment that 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).

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 Chiquita, which had bankrolled Colombian terrorists, on the basis that Chiquita'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).

"Shrunken 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).

- 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