



Agelo L. Reppas is a nationally recognized appellate attorney with more than twenty-five years of experience handling complex appeals in courts across the United States, including ten federal courts of appeal and seven state supreme courts. She brings a fresh and strategic perspective to each matter by dissecting the record, identifying the strongest issues and crafting persuasive, accessible briefs that translate complex concepts into arguments that resonate with judges. Her results-driven approach is reflected in outcomes such as reversing a judgment that had incorrectly imposed a duty to defend on an insured and subsequently recovering more than \$13 million paid under that erroneous judgment.

In addition to her appellate work, Agelo partners closely with trial teams in high-stakes litigation. As embedded appellate counsel, Agelo helps shape trial strategy from the outset—preserving issues for appeal, guiding legal positioning and advising on interlocutory appeals, jury instruction conferences, evidentiary challenges, and post-trial motion practice. Her ability to bridge trial and appellate strategy has made her a valuable resource for protecting the record and securing the best possible posture for appeal, whether defending a favorable judgment, challenging an unfavorable one, or creating a leverage for settlement.

Recognition for Agelo's work reflects both her legal skill and her leadership in the profession. In 2023, she was selected to *Chicago Lawyer's* "Top Women in Law" list for her decades of appellate practice, innovative advocacy, and commitment to empowering women in law. Agelo has also been listed in *Best Lawyers* for her appellate practice since 2024.

Representative Matters

Starr Indem. & Liab. Ins. Co. v. Am. Com. Barge Line, LLC, — N.E.3d —, 2026 WL 1141405 (Ind. Ct. App. Apr. 28, 2026). Obtained interlocutory review and reversal of a judgment for a policyholder, with the court finding no coverage for pollution liability under several bumbershoot policies, based on a watercraft limitation applicable to the general liability coverage part—protecting the excess insurers' collective \$100M+ limits.

Unitrin Auto & Home Ins. Co. v. Sullivan, 243 A.D.3d 838, 246 N.Y.S.3d 235 (2d Dep't 2025). Successfully obtained affirmance of a judgment holding that an insurer had no duty to indemnify damages due to an assault.

Okun v. Pobuckra Props., LLC, No. 2023-000063, 2025 WL 989835 (S.C. Ct. App. Apr. 2, 2025). Challenged an adverse wrongful death judgment that imposed case-dispositive spoliation sanctions.

New Hampshire Ins. Co. v. TSG Ski & Golf, LLC, 128 F.4th 1337 (10th Cir. 2025). Successfully obtained affirmance for AIG insurers that no coverage was owed for an underlying lawsuit alleging the insureds 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 a later-filed securities lawsuit related back to an earlier SEC investigation, eliminating coverage under the D&O policies in effect when the securities lawsuit was filed.

Swan v. Villas Condo. Unit Owners' Ass'n, 2024-Ohio-2313, 246 N.E.3d 1031. Successfully

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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

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 secured affirmance of dismissal of an opioid-coverage lawsuit, with the court holding 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 apply to a 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 secured affirmance for AIG insurers based on qualified and absolute pollution exclusions barring coverage for PFAS environmental contamination—the first published decision finding that PFAS chemicals qualify as irritants, contaminants or pollutants.

San Diego Unified Port Dist. v. Landmark Ins. Co., 809 F. App'x 407 (9th Cir. 2020). Successfully obtained reversal and entry of judgment for an umbrella/excess insurer, with the court holding that pre-1986 policies did not cover pre-suit claims and were subject to general aggregate limits for property damage losses.

Princeton Excess & Surplus Lines Ins. Co. v. Hub City Enter., Inc., 808 F. App'x 705 (11th Cir. 2020). Successfully secured affirmance of judgment that the insurer owed no duty to defend a personal injury action, because the instrumentality of injury qualified as an "amusement device" under a policy exclusion.

Sanders v. Ill. Union Ins. Co., 2019 IL 124565, 157 N.E.3d 463 (Ill. 2019). Successfully obtained a judgment holding that coverage under occurrence-based policies for malicious prosecution claims is triggered only at the time of wrongful charging, and not by subsequent 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 confirming that faulty workmanship does not constitute an "occurrence."

Schnabel Found. Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa., 780 F. App'x 5 (4th Cir. 2019). Successfully secured 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 an insurer had no duty to indemnify a settlement, because the insured was not legally obligated to make the payment and 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 \$13 million judgment in defense costs and prejudgment interest, following reversal of an 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 a judgment for Chiquita, with the court holding that payments to Colombian terrorists were not accidental and that the injuries occurred outside the policies' coverage territory.

- 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