

Daniel N. Katibah

Dan formed Nielsen Katibah LLP with Jim Nielsen in 2019, and specializes in contractual indemnity, appellate litigation, and counseling and litigation in insurance-coverage disputes. His insurance practice focuses on coverage and bad-faith actions arising from general-liability, auto, and professional-liability disputes. Dan also has significant experience with anti-SLAPP litigation, real estate transactions, and government law.

Dan acts as managing partner from the firm's Sacramento office and is admitted to practice in all California state courts, the Ninth Circuit Court of Appeals, and the United States District Courts for the Eastern, Northern, and Central Districts of California. He is a member of the Defense Research Institute and the Sacramento County Bar Association.

Outside of work, Dan enjoys sports, cooking, and running the American River Parkway with his golden retriever.



415.248.0163 | dkatibah@nklp.law

Education:

Dan graduated from the University of Oregon School of Law in 2013, where he was a Hollis Scholarship recipient for high marks in Civil Procedure, sat on the board of the school's Federalist Society chapter, and was a court-certified intern with the Lane County District Attorney's Office. Before graduating, Dan clerked for the United States District Court for the District of Oregon and the California Attorney General's Office. Dan received his bachelor's degree from UC Davis in 2008.

Education:

- J.D., University of Oregon, 2013
- B.A., University of California, Davis, 2008

Published Decisions:

- *Penn-Star Ins. Co v. Zenith Ins. Co.*, 730 F.Supp.3d 1053 (E.D. Cal. 2024) (awarding judgment to general-liability insurer for over \$1 million in uncovered defense and settlement contributions, with interest, from adverse insurer on the risk, and rejecting adverse insurer's efforts to take further discovery on general-liability insurer's expansive auto exclusion on grounds of ambiguity).
- *Wesco Ins. Co. v. BD and J, PC*, 664 F.Supp.3d 1055 (C.D. Cal. 2023) (declining to stay insurer's rescission lawsuit because disputed insurance application question sought insured's objective knowledge of facts capable of resulting in a professional-liability claim and thus presented no risk of inconsistent factual determinations with findings made in underlying malpractice litigation).
- *LaBarbera v. Security Nat'l Ins. Co.*, 86 Cal.App.5th 1329 (2022) (establishing as a matter of first impression that an insured's "indemnitee" is not a third-party beneficiary of and thus lacks standing to enforce provision in ISO general-liability form's Supplementary Payments clause promising a conditional defense of indemnitee).
- *Mesa Underwriters Specialty Ins. Co. v. Allergan, Inc.*, 604 F.Supp.3d 935 (C.D. Cal. 2022) (holding one insured jointly-and-severally liable for reimbursement of entire uncovered settlement payment made on behalf of all insureds).

- *L.A. Terminals, Inc. v. United National Ins. Co.*, 340 F.R.D. 390 (C.D. Cal. 2022) (Defeating motion to compel on grounds that FRCP Rule 26(e) imposes no duty to supplement responses to inartfully drafted requests for production of documents).
- *Philadelphia Indem. Ins. Co. v. SMG Holdings, Inc.*, 44 Cal.App.5th 834 (2019) (liability policy's arbitration clause enforceable against putative additional insured seeking defense).
- *Associated Indus. Ins. Co., Inc. v. Mt. Hawley Ins. Co.*, 309 F.Supp.3d 812 (N.D. Cal. 2018) (awarding summary judgment that subcontractor's insurer was the sole primary insurer for an additional-insured general contractor; distinguishing American Dynasty "zone of danger" exception to additional-insured coverage under Syufy Enterprises).
- *Camp Richardson Resort, Inc. v. Philadelphia Indem. Ins. Co.*, 150 F.Supp.3d 1186 (E.D. Cal. 2015) (securing dismissal under Rule 12(b)(6) of suit alleging bad faith and coverage under Coverage A, Coverage B, and Liquor Liability Coverage).

Seminars:

- Author and speaker, "Frequently Asked Questions in California Insurance Litigation: Emphasizing California Fair Claims Settlement Practices Regulations." Philadelphia, PA (May 2018).