23-690-cv Daileader v. Certain Underwriters at Lloyds London Syndicate 1861

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 15th day of November, two thousand twenty-three.

Present:

John M. Walker, Jr., Denny Chin, William J. Nardini, *Circuit Judges*.

TIMOTHY DAILEADER,

Plaintiff-Appellant,

v.

23-690-cv

CERTAIN UNDERWRITERS AT LLOYDS LONDON SYNDICATE 1861, Subscribing to Policy No. ANV122398A, CRUM & FORSTER SPECIALTY INSURANCE COMPANY, CERTAIN UNDERWRITERS AT LLOYDS, Subscribing to Policy Number, DOH00746111, STARSTONE SPECIALTY INSURANCE COMPANY,

Defendants-Appellees.

Case 23-690, Document 98-1, 11/15/2023, 3590309, Page2 of 3

For Plaintiff-Appellant:

RAYMOND A. MASCIA JR. (William G. Passannante, Ethan W. Middlebrooks, *on the brief*), Anderson Kill P.C., New York, NY

For Defendants-Appellees:

RAFAEL RIVERA, JR. (Gary L. Gassman, on the brief), Cozen O'Connor, New York, NY

Appeal from an order of the United States District Court for the Southern District of New York (Paul G. Gardephe, *District Judge*).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the order of the district court is AFFIRMED.

Plaintiff-Appellant Timothy Daileader appeals from an order of the United States District Court for the Southern District of New York (Gardephe, *J.*), entered April 20, 2023. Daileader sought a preliminary injunction compelling Defendants-Appellees Certain Underwriters at Lloyds London Syndicate 1861 *et al.* to defend him and pay for his defense expenses in certain adversary proceedings, pursuant to directors-and-officers liability-insurance policies held by a company of which Daileader was formerly a director and an officer. The district court denied the motion. *See Daileader v. Certain Underwriters at Lloyd's London - Syndicate 1861*, No. 22 Civ. 5408 (PGG), 2023 WL 3026597 (S.D.N.Y. Apr. 20, 2023). This appeal followed.

We agree with the district court that, at minimum, Daileader did not establish that irreparable harm would result in the absence of an injunction. *See JTH Tax, LLC v. Agnant*, 62 F.4th 658, 672 (2d Cir. 2023) ("A showing of irreparable harm is the single most important prerequisite for the issuance of a preliminary injunction." (internal quotation marks omitted)). We therefore affirm.

Case 23-690, Document 98-1, 11/15/2023, 3590309, Page3 of 3

An opinion will follow in due course.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk

TED STAT pauleolfe SECOND Catheria