

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals**For the Seventh Circuit
Chicago, Illinois 60604**

Submitted May 19, 2025*

Decided May 19, 2025

BeforeDIANE S. SYKES, *Chief Judge*THOMAS L. KIRSCH II, *Circuit Judge*NANCY L. MALDONADO, *Circuit Judge*

No. 24-3076

MARTIN AKERMAN,
*Plaintiff-Appellant,**v.*THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY,
*Defendant-Appellee.*Appeal from the United States District
Court for the Eastern District of
Wisconsin.

No. 24-cv-0152-bhl

Brett H. Ludwig,
*Judge.***ORDER**

This appeal, in a case alleging breach of a life insurance policy, concerns the denial of the plaintiff's motion for injunctive relief. We affirm.

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

The plaintiff, Martin Akerman, sued The Northwestern Mutual Life Insurance Company in 2024 for breaching the terms of his life insurance policy when it allegedly denied his claim for a disability waiver of his premium payments. Akerman asserted that he has post-traumatic stress disorder and that it qualifies as a disability under his policy.

Akerman moved six months later for a preliminary injunction to bar Northwestern Mutual from terminating or changing the terms of the policy. He asserted that he was likely to succeed on the merits because past billing statements showed that the insurer violated his policy. He also asserted that termination of the policy would cause him significant financial hardship that could not be remedied by money damages alone.

The district judge denied the motion. The judge explained, first, that Akerman had not established that he had any likelihood of success on the merits, given that his evidence was insufficient to show that Northwestern Mutual breached any terms of the policy, let alone that he suffered from post-traumatic stress disorder. The judge added that Akerman's vague assertions of financial hardship were insufficient to establish that he had no adequate remedy at law or was likely to suffer irreparable harm without preliminary relief.

On appeal, Akerman tries to show likelihood of success on the merits by relying on the "better than negligible" standard articulated in *Girl Scouts of Manitou Council, Inc. v. Girl Scouts of United States, Inc.*, 549 F.3d 1079, 1096 (7th Cir. 2008). But the Supreme Court expressly disapproved that formula in *Nken v. Holder*, 556 U.S. 418, 434 (2009), explaining that the applicant must make a "strong showing" that he is likely to succeed on the merits. *See also Ill. Republican Party v. Pritzker*, 973 F.3d 760, 763 (7th Cir. 2020) (reminding "both the district courts and [the Seventh Circuit] that the 'better than negligible' standard was retired by the Supreme Court"). Regardless, Akerman provided no evidence that he has any disability or that Northwestern Mutual has done anything to breach his policy.

Akerman also challenges the judge's conclusion that he could not show irreparable harm, emphasizing that he relied on the life insurance policy for financial "stability." But as the judge rightly pointed out, Akerman does not explain how his alleged financial hardship would cause harm that could not be remedied with money damages. *See D.U. v. Rhoades*, 825 F.3d 331, 339 (7th Cir. 2016).

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Akerman next argues that the judge abused his discretion by failing to address the remaining factors of the preliminary injunction inquiry—the balance of harms or the public interest in denying the motion. But a likelihood of success and irreparable harm are threshold factors, which, if not satisfied, doom a plaintiff’s request for injunctive relief. *See Cassell v. Snyders*, 990 F.3d 539, 544–45 (7th Cir. 2021).

Lastly, we note but do not address the host of other ancillary matters raised by Akerman (i.e., his alleged lack of access to electronic docketing, perceived misconduct by the district judge, and Northwestern Mutual’s allegedly obstructive behavior during discovery) that are not appropriate for an interlocutory appeal. *See Herx v. Diocese of Fort Wayne-S. Bend, Inc.*, 772 F.3d 1085, 1088 (7th Cir. 2014).

AFFIRMED