

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Axel Johnson and Sherrie Johnson v. The Hanover Insurance Company

Johnson v. Hanover Insurance Co. · No. Civil Action No. 1:23-cv-1294-KMW-AMD · Decided February 4, 2026

SUMMARY

The United States District Court for the District of New Jersey denied Axel and Sherrie Johnson’s motion for reconsideration of summary judgment entered in favor of The Hanover Insurance Company. The court held that the plaintiffs identified no intervening change in law, newly available evidence, or clear error of law or fact, and that their motion improperly sought to introduce new evidence, arguments, and theories. The underlying dispute concerned insurance coverage for alleged hail damage to a residential roof and the policy’s limitation of recovery to actual cash value.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Karen M. Williams
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	February 4, 2026
DOCKET	Civil Action No. 1:23-cv-1294-KMW-AMD
DISPOSITION	denied
PROCEDURAL POSTURE	Plaintiffs moved under Federal Rule of Civil Procedure 59(e) for reconsideration of the court’s prior order granting summary judgment to Hanover on plaintiffs’ breach-of-contract and bad-faith claims. The motion sought reconsideration only of the breach-of-contract ruling.
STANDARD OF REVIEW	A Rule 59(e) motion may be granted only upon an intervening change in controlling law, newly available evidence, or the need to correct a clear error of law or fact or prevent manifest injustice. It may not be used to relitigate old matters or raise arguments or evidence that could have been presented before judgment.
PRECEDENTIAL VALUE	unpublished
PARTIES	Axel Johnson, Sherrie Johnson v. The Hanover Insurance Company

TOPICS

motion for reconsideration

summary judgment

insurance

breach of contract

civil procedure

PRACTICE AREAS

Civil procedure

Insurance

Contracts

QUESTIONS PRESENTED

1. Whether plaintiffs demonstrated an intervening change in controlling law, newly available evidence, or a clear error of law or fact warranting reconsideration under Rule 59(e).
2. Whether plaintiffs could use a motion for reconsideration to introduce new affidavit evidence, raise new arguments, and advance contract-avoidance and damages theories not previously presented.
3. Whether the prior summary-judgment ruling should be vacated as manifestly unjust.

HOLDINGS

1. Plaintiffs did not establish an intervening change in controlling law, newly available evidence, or a clear error of law or fact, and therefore their motion for reconsideration was denied.
2. A motion for reconsideration may not be used to supplement the record with new evidence, raise new arguments, or repackage matters previously decided.

KEY QUOTATIONS

“The scope of a motion for reconsideration is “extremely limited.”” (Discussion)

“Such motions “may be used only to correct manifest errors of law or fact or to present newly discovered evidence.”” (Discussion)

“They “may not be used to relitigate old matters, or to raise arguments or present evidence that could have been raised prior to the entry of judgment”” (Discussion)

“That is not a basis for vacating summary judgment under Rule 59(e).” (Discussion)

FACTUAL BACKGROUND

Plaintiffs claimed that a May 2022 hailstorm damaged their roof and that their homeowners insurance policy required Hanover to pay approximately \$124,000 in replacement-cost damages. Hanover’s independent adjuster and engineering firm found hail damage to certain soft-metal components but attributed the roof’s blistering and cracking to wear-related thermal damage. Hanover denied roof-replacement coverage but paid a smaller amount for covered metal damage, and the court previously granted summary judgment because plaintiffs had no evidence or calculation of the policy’s actual cash value.

PROCEDURAL HISTORY

Plaintiffs sued Hanover after it denied coverage for replacement of their roof following a hailstorm, while paying for certain covered metal-component damage. The court previously granted Hanover summary judgment,

concluding that the policy limited recovery to actual cash value and that plaintiffs lacked evidence or a calculation of actual cash value; it also granted summary judgment on the bad-faith claim. Plaintiffs then moved for reconsideration, seeking to supplement the record, present new arguments, and advance new contract and damages theories. The court denied the motion.

DISPOSITION

denied

CASES CITED

- In re Taylor, 343 F. App'x 753, 755 (3d Cir. 2009)
- Rich v. State, 294 F. Supp. 3d 266, 277 (D.N.J. 2018)
- Blystone v. Horn, 664 F.3d 397, 415 (3d Cir. 2011)
- Howard Hess Dental Labs., Inc. v. Dentsply Int'l Inc., 602 F.3d 237, 251 (3d Cir. 2010)
- Bernard v. E. Stroudsburg Univ., 700 F. App'x 159, 166 (3d Cir. 2017)
- Exxon Shipping Co. v. Baker, 554 U.S. 471, 486 n.5 (2008)
- Gibson v. State Farm Mut. Auto. Ins. Co., 994 F.3d 182, 191 (3d Cir. 2021)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE HONORABLE KAREN M. WILLIAMS AXEL JOHNSON and
SHERRIE JOHNSON, Plaintiffs, Civil Action No. 1:23-cv-1294-KMW-AMD v. THE
HANOVER INSURANCE OPINION COMPANY, Defendant. Anthony J. DiUlio, Esq. Jonathan
M. Zagha, Esq. WHEELER, DIULIO & BARNABEI, P.C. FINAZZO COSSOLINI O'LEARY
MEOLA 1650 Arch Street, Suite 2200 & HAGER, LLC Philadelphia, PA 19103 67 East Park
Place, Suite 901 Morristown, NJ 07960 Counsel for Plaintiffs Axel Johnson and Counsel for
Defendant The Hanover Sherrie Johnson Insurance Company WILLIAMS, District Judge: I.
INTRODUCTION Plaintiffs Axel and Sherrie Johnson ("Plaintiffs") move for reconsideration of
the Court's May 29, 2025 Opinion and Order granting summary judgment in favor of the
defendant, The Hanover Insurance Company ("Hanover").

The Court has considered the parties' submissions and decides the Motion on the papers without oral argument. For the reasons set forth below, Plaintiffs' Motion for Reconsideration is denied. II. BACKGROUND Plaintiffs claimed a May 2022 hailstorm damaged their roof and that their homeowner's insurance policy required Hanover to pay the full replacement-cost estimate (approximately \$124,000) for a new roof.

Hanover subsequently retained an independent adjuster and an engineering firm to assess the property; both found hail damage to certain soft-metal components (e.g., fascia, vents, downspout), but concluded the roof itself showed wear-related thermal blistering and cracking—

not hail damage. Hanover denied roof-replacement coverage but paid a small amount for covered metal damage (after correcting an initial deductible mistake).

Plaintiffs sued for breach of contract and bad faith, also complaining Hanover refused to submit the roof dispute to appraisal. The Court granted Hanover summary judgment on both claims. On the breach-of-contract claim, it was undisputed that—even assuming Plaintiffs could prove that hail caused the extent of the damage they claimed—the Policy unambiguously limited their recovery to the actual cash value (“ACV”) of their roof.

Plaintiffs also did not dispute that they possessed no evidence or calculation of the ACV of their roof, relying instead on the replacement-cost (“RC”) figure estimated by their roofer. In lieu of supplying ACV evidence, Plaintiffs advanced various arguments effectively seeking to be relieved of their burden of proving ACV, including a contention that they should be equitably excused from the Policy’s ACV limitation and permitted to recover RC damages instead.

The Court considered those arguments, found them to be unsupported by the law and the facts, and granted summary judgment on their breach-of-contract claim for lack of proper damages evidence. The Court also granted summary judgment on their bad-faith claim, for reasons that need not be discussed here. Plaintiffs now move under Federal Rule of Civil Procedure 59(e), asking the Court to set aside its ruling, but only as to their breach-of-contract claim.

III. LEGAL STANDARD A motion for reconsideration, although not expressly authorized by the Federal Rules of Civil Procedure, “is generally treated as a motion to amend or alter judgment under [Rule] 59.” *In re Taylor*, 343 F. App’x 753, 755 (3d Cir. 2009); see also *Rich v. State*, 294 F. Supp. 3d 266, 277 (D.N.J. 2018).

The scope of such a motion is “extremely limited.” *Blystone v. Horn*, 664 F.3d 397, 415 (3d Cir. 2011). “[A] judgment may be altered or amended [only] if the party seeking reconsideration shows at least one of the following grounds: (1) an intervening change in the controlling law; (2) the availability of new evidence that was not available when the court granted the motion for summary judgment; or (3) the need to correct a clear error of law or fact or to prevent manifest injustice.” *Id.* (quoting *Howard Hess Dental Labs., Inc. v. Dentsply Int’l Inc.*, 602 F.3d 237, 251 (3d Cir.

2010)) (alteration in original); see also *Bernard v. E. Stroudsburg Univ.*, 700 F. App’x 159, 166 (3d Cir. 2017). IV. DISCUSSION In their Motion, Plaintiffs articulate five bases for setting aside summary judgment, each packaged as an effort to correct an “error of law” and prevent “manifest injustice.” See Mot. Br. at 8, 12, 14, 15, 17. However, Plaintiffs’ invocation of tthhoossee pphhrraasseess iiss ppuurreellyy rrhheettoorriiccaall..

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with new affidavit evidence containing never-before-seen allegations aimed at manufacturing
disputes of fact; they advance new arguments to replace the flawed ones the Court considered and
rejected; and they unveil entirely new theories of contract avoidance and damages that were never
previously asserted.

Where Plaintiffs are not offering something new, they simply repackage previously asserted
contentions on issues the Opinion already resolved. These are the classic indicia of an improper
motion for reconsideration. Again, the scope of a motion for reconsideration is “extremely
limited.” Blystone, 664 F.3d at 415. Such motions “may be used only to correct manifest errors of
law or fact or to present newly discovered evidence.” Id. They “may not be used to relitigate old
matters, or to raise arguments or present evidence that could have been raised prior to the entry of
judgment” Exxon Shipping Co. v. Baker, 554 U.S. 471, 486 n.5 (2008) (quoting 11C WRIGHT &
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PRAC. AND PROC. § 2810.1 (2d ed. 1995)); see also Gibson v. State Farm Mut. Auto. Ins. Co.,
994 F.3d 182, 191 (3d Cir. 2021) (“[M]otions for reconsideration are not a vehicle to argue facts or
issues that were not raised.”). Yet, that is precisely what Plaintiffs attempt to accomplish here.

The Court need not undertake a point-by-point analysis of Plaintiffs’ asserted grounds for setting
aside summary judgment. It suffices to note that the Court has reviewed and considered Plaintiffs’
contentions, comparing each against the evidentiary record, the arguments they originally raised in
opposition to summary judgment, and the text of the Opinion itself.

The Court discerns no clear legal error. In essence, Plaintiffs’ Motion posits that it would be unfair
for the Court’s decision to stand in light of what they now wish to add, reframe, or argue about
their case. That is not a basis for vacating summary judgment under Rule 59(e).

V. CONCLUSION For the reasons set forth above, Plaintiffs’ Motion for reconsideration is denied.
Date: February 3, 2026 fe M. WILLIAMS, U.S.D.J.