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PRECEDENTIAL VALUE	unpublished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)