

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Cannon Falls Area Schools, ISD 252,

Case No.: 24-cv-03383-KMM-DLM

Plaintiff,

vs.

The Hanover American Insurance Company,

**PLAINTIFF’S MEMORANDUM
OF LAW IN SUPPORT MOTION
FOR SUMMARY JUDGMENT**

Defendant.

INTRODUCTION

On April 12, 2022, a severe wind and hail storm caused damage (the “Loss”) to the Cannon Falls Elementary School and Cannon Falls High School (the “Schools”). Defendant insured the Schools against perils, including storm damage, at the time of the Loss. The parties agree that the metal roofs at the Schools were damaged by the April 12, 2022 wind and hail storm. The Parties already stipulated as to the amount of damages if the Loss is not excluded by the Policy exclusionary terms. The sole issue for the Court is to determine if Defendant has carried its burden to prove that an exclusion applies to bar coverage.

The Policy contains a coverage exclusion that states that Defendant will not pay for costs to restore “cosmetic damage.” The Policy then states that “cosmetic damage” is damage that “does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.” Accordingly, the Parties request the Court to apply a legal interpretation analysis to the

Policy and the facts of this matter to determine if Defendant has proven that the damage to the roofs of the Schools is only cosmetic, and therefore not covered. If Defendant has not proven that the exclusion applies, then the damage is covered under the Policy and the court should grant Plaintiff's Motion for Summary and Declaratory Judgment.¹

The hail caused indentations to the metal surfaces. The Parties agree that these impacts make the roof more likely to rupture upon an additional hail impacts. Further, Plaintiff's expert testified that the impacts reduce the life expectancy of the roof, meaning that the roof will fail to protect against the elements for the same duration as the material did before the hail storm event. Defendant's expert did not do any material testing to the metal roof to attempt to prove that the roof material is not weakened or that it can resist wind and snow load to the same extent that it did prior to the hail damage. Defendant's expert simply states as though it is a fact that the roof is not weakened by the hail.

The Court must interpret the Policy to determine if the roof being more prone to rupture from future hail hits and its weakened status, which reduces its ability to handle wind load and snow load, qualifies as damage that prevents the roof from continuing to function as a barrier to entrance of the elements "*to the same extent as it did before*" the hail damage.

¹ The Policy provides that Plaintiff is entitled to the Actual Cash Value ("ACV") amount of the Loss and will then be entitled to the increased amount up to the full Replacement Cost Value ("RCV") once Plaintiff completes repairs. Accordingly, Plaintiff seeks a judgment for the ACV amount that is currently owed and a Declaratory Judgment that Plaintiff is entitled to recover up to the RCV amount once Plaintiff incurs the full cost of repairs.

Overall, the hail impacts that weakened the roofs and make it more susceptible to the exact same type of damage it already sustained is damage that reduces its ability to serve as a barrier to the elements to the same extent that it did before the Loss. Accordingly, the cosmetic damage exclusion does not apply. Defendant is unable to carry its burden to prove that the exclusion does apply. Therefore, the damage is covered under the Policy and Defendant owes for the replacement of the roofs at the Schools. Plaintiff respectfully requests the Court grant Plaintiffs' Motion for Summary/Declaratory Judgment.

DOCUMENTS COMPRISING THE RECORD

1. All documents and records on file with the Court.
2. Affidavit of Anthony Remick with the following Exhibits:
 - Exhibit 1 – The Policy
 - Exhibit 2 – Plaintiff's Expert - Phelps' Expert Reports
 - Exhibit 3 – Plaintiff's Expert - Phelps' Deposition Transcript
 - Exhibit 4 – Defendant's Expert – Fulmer Expert Reports
 - Exhibit 5 – Defendant's Expert – Fulmer Deposition Transcript

STATEMENT OF UNDISPUTED FACTS

1. The Plaintiff, Cannon Falls Area Schools, IDS 252 ("Cannon Falls" or "Plaintiff") owns property located at 820 Minnesota Street E., Cannon Falls, MN 55009 (the "High School") and 1020 Minnesota St E, Cannon Falls, MN 55009 (the "Elementary School") (collectively the "Schools"). (Remick Aff. Ex. 1).
2. At all times relevant hereto, Cannon Falls maintained insurance on the Schools provided by The Hanover American Insurance Company ("Hanover"). (*Id.*)

3. On April 12, 2022, a severe wind and hail storm occurred at the Schools resulting in damage to the roofs of the Schools (the “Loss”). (Doc. 12).
4. The Parties have stipulated to the damages in this matter and the Court issued an Order solidifying this stipulation. (*Id.*)
5. The Parties stipulated that the storm caused \$1,101,313.61 in Actual Cash Value (“ACV”) damage to the Elementary School roof; \$1,330,936.93 in Replacement Cost Value (“RCV”) damage to the Elementary School roof; \$1,165,702.43 in ACV damage to the High School roof; and \$1,407,051.70 in RCV damage to the High School roof. (*Id.*)
6. Accordingly, the full ACV damages are \$2,267,016.04 and the additional amount to reach the full RCV of the damages (depreciation) is \$470,972.59. (*Id.*)
7. The Policy states and the Parties agree that if the damages are covered, Defendant will pay for the ACV without further restrictions but that Defendant will pay the depreciation amount once Plaintiff incurs the RCV costs.
8. Defendant contends that the damage caused by the April 12, 2022 hailstorm is excluded from coverage. (Doc. 4 – Answer at Second Affirmative Defense.)
9. The “Limitations on Coverage for Roof Surfacing endorsement” of the Policy states:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

(Remick Aff. Ex. 1 at 324 (Han0002438)).

10. Both Parties retained experts to examine the damage at the property and provide an opinion on the effects of the damage.

11. Plaintiff retained Matt Phelps, P.E. (“Phelps”) who submitted multiple expert reports dated January 20, 2023; June 30, 2023; and September 9, 2023. (Remick Aff. Ex. 2).

12. Phelps opines that the indentations to the metal roof surfaces weakens the metal and makes it more susceptible to further damage while the material moves (as it naturally does) in relation to wind and snow load. (*Id.* at 78)

13. Phelps also opines that Defendant could not properly assess the damage to the roof, and therefore cannot know if the damage qualifies as cosmetic only to trigger the exclusion, without removing panels and testing the impact locations. (*Id.* at 73)

14. Phelps explains the importance of testing the materials from the underside of the metal, where the damage will present itself:

A: The engineering science is very clear, that when, in this case, a metal panel is struck by a hailstone, the topside of that metal panel in the point of impact is put into compression. And so it’s pressing the metal fibers closer together. But on the underside of that same spot on that same metal panel, the metal fibers are in tension and they’re being pulled apart. And that’s where the damage will be the most sever and the most obvious and the easiest to document, the most clearly documentable.

And if someone has failed to collect samples, then they don’t know that, they haven’t seen that, they cannot possibly understand that – what the damage is. Because they’ve never collected a sample and they’ve never seen it, therefore, they never investigated it.

And that's the – the reason, I think, that we have some pretty wide options in the – in – in this case.

(Remick Aff. Ex. 3 – Phelps Dep. 28:20-29:14).

15. Phelps went on to further explain:

A: But the opposing engineer, because they were so limited in their scope and they did not take any samples, they did not have an opportunity to evaluate the underside of a sample, or anywhere on the roof, they didn't know. They are uniformed as to all of the – issues here.

Further, they did zero testing. So they didn't know any of the test methods, results, outcomes or any of that, other than what they read in my report.

And so – those are so critical because that is the comparison between a struck and unstruck sample. And that difference between the two is of jugular importance here because it clearly indicates that there's been a loss of the functional strength that holds the panel together, that allows it to keep the outside out and the inside in; and, that it will be susceptible to wind load and snow load that is very much a part of the – of the weather systems in Cannon Falls.

So that is – had a significant amount of damage that has greatly impaired its ability to do its job, to keep the outside out and the inside in.

(*Id.* at 30:14 – 31:12).

16. Phelps also reiterated as his deposition his position that the Roofs are weaker and at increased risk of failure:

A: I think that – the metal roofs have been damaged, and I think that there is a peril there. The strength of the – of the metal roofs has been severely impacted, and they will not resist the wind loads or snow loads that are common for the Cannon Falls area.

[...]

And I can concerned about that, particularly in the event if you have a storm that has got blowing snow and you've got high winds during a snowfall event. And I'm afraid that that roof would fail.

17. Defendant retained Steven J. Fulmer, PhD (“Fulmer”) who submitted multiple expert reports dated August 17, 2022; March 24, 2023; and May 2, 2025. (Remick Aff. Ex. 4).
18. Fulmer noted that both of the Schools’ metal roofs exhibited “[w]idespread sporadic indentations.” (*Id.* at 7).
19. Fulmer, without removing panels, inspecting the underside of the panels, or conducting testing on the material, opines that the damage does “not reduce the service life or the materials ability to shed water.” (*Id.* at 10).
20. Fulmer stated in his deposition that he did not perform any testing to determine if the material was weakened or if it would react differently to movement that would occur from future wind and snow load. (Remick Aff. Ex. 5 – Fulmer Dep. 29:5-14).
21. Fulmer also stated at his deposition that the dented areas of the roof are more likely to rupture when hit by hail or another impacts than the currently undented metal roofing surface. (Remick Aff. Ex. 4 – Fulmer Dep. 29:20-32:12).
22. Fulmer had the following relevant exchange at his deposition:
- Q: And do the hail indentation, especially the amount of hail indentations you observed, would that affect the way that it moves?
- A: It would not.**
- Q: Not at all?
- A: In my opinion, it would not.**
- Q: Okay. Did you do any testing to determine that?

A: We did not do any form of laboratory testing. Our observations were visual in nature.

Q: And that similarly applies to when I asked the question of whether another hail hit in the same spot would cause more damage. You did not do testing to determine that, correct?

A: Hypothetically, if it hit in the precise exact same dent, it would cause further indentation. If it hit where there was not previously a dent, it would also cause indentation. Again, this is all dependent on the size of the hail.

Q: Sure. So let's go with that and find it consistent. So, if a three-inch hail pierce strikes the roof, if it strikes in a spot where it's not already dented, it will likely create a dent, correct.

A: If you were looking at three-inch hail, that would be expected, yes.

Q: And if that three-inch hail pierce his where it was already dented, that would create a further dent, correct?

A: Correct.

Q: And you would expect after that the new dent on what was previously not dented to be less severe than the hail hit that hits inside an already dented pierce, correct?

A: In that very hypothetical situation, that would be correct.

Q: And the roof structure can only dent so far before it ruptures, correct?

A: That is correct. The metal can only experience a certain degree of plastic strain before it ruptures.

Q: So when the next set of hail comes by, if it hits in the exact same spot, it's more likely to cause a rupture than it would on the non-dented portions of the roof?

Mr. Johnson: Objection, incomplete hypothetical.

A: So, again, this is a difficult question to answer because it's very hypothetical, but if you had a very severe dent in any given pierce of metal and a very large object hit that exact same location, it would be more likely to rupture.

Q: And more likely to rupture than the other portions of the roof that is not already dented, correct?

A: I would agree. That's correct.

Q: And you could actually test for this by pulling off a sheet and then doing either a hail drop test of a hail cannon test to hit this material in the hail dents verses hitting it not in the hail dents, correct?

A: Those test can be conducted, and they are conducted when materials are first created and specified for a roofing system, and that is when they conduct the drop test and they impact the particular roof material in the same location multiple times.

Q: And that can still be done to this material on the roof as well, correct?

A: It could be. It was not part of our evaluation, and it is not part of our typical evaluation when we are asked to determine whether a roof system is going to continue to perform in its current condition following a hail event.

(*Id.* at 29:5 – 32:12).

23. Fulmer also discussed that in his opinion the dents would not weaken the roofs in relation to their ability to withstand snow load and wind load, but that he also did not perform testing of the roof metal strength following the hail impacts.

Q: Would the dents affect the roof's ability to handle snow load?

A: It would not.

Q: Is there any type of testing that you would do without removing a panel that would assess either the current roof's strength, ability to handle snow load or its ability to fend off additional hail impacts.?

A: There are no industry standard tests to do what we would call in situ with roof panels in place. And, again, those tests haven't been developed because in my opinion they are not necessary.

Q: Why are they not necessary?

A: Because the performance of the roof system to resist snow loads, to resist wind loads is not impacted by shallow hail-related indentations.

Q: Okay. But we did discuss that there are actually some changes to the roof correct?

A: There, again, would be some plastic strains within the indentations; however, the effects of those strains are negligible, if nonexistent, to the overall performance of the roof in terms of resisting snow loads or wind loads.

Q: Okay. But we also did discuss that if another hail were to hit in the indentation, it is more likely to cause a fracture or failure than had the roof not already been indented, correct.

A: We did discuss that.

(*Id.* at 33:21 – 35:1).

24. In addition to not conducting testing while the panels are in place, Fulmer acknowledged that he did not remove any panels and did not perform any testing of the metal from either of the Schools' roofs.

25. The Parties now move for Cross Summary/Declaratory Judgment Motions to address coverage for the stipulated damage.

ARGUMENT

I. LEGAL STANDARDS.

A. Legal Standard for Summary Judgment

Summary judgment must be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show there is no genuine issue as to any material fact and that either party is entitled to judgment as a matter of law. Minn. R. Civ. P. 56.03. A fact is material only when its resolution might affect the outcome of the case. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

The non-moving party must prove a genuine issue of material fact with substantial evidence. *Gunderson v. Harrington*, 632 N.W.2d 695, 704 (Minn. 2001). The non-moving party may not avoid summary judgment "simply because there is some metaphysical doubt as to a factual issue." *Bob Useldinger & Sons, Inc. v. Hangsleben*, 505 N.W.2d 323, 329 (Minn. 1993). The non-moving party also cannot rely "upon the naked allegations of [its] pleadings" to defeat a motion for summary judgment. *Morgan v. McLaughlin*, 188 N.W.2d 829, 832 (Minn. 1971). Mere speculation and unsupported assertions do not create genuine issues of material fact. *Erickson v. General United Life Ins.*, 256 N.W.2d (Minn. 1977) (general assertions); *Fownes v. Hubbard Broad. Inc.*, 225 N.W.2d 534, 537 (Minn. 1975) (surmise and speculation).

B. Legal Standard for Applying the Insurance Policy.

"The interpretation of an insurance policy is one of law." *Metro. Prop. & Cas. Ins. Co. & Affiliates v. Miller*, 589 N.W.2d 297, 299 (Minn. 1999). "When interpreting an insurance contract, we give words their natural and ordinary meaning, and we resolve ambiguities in favor of the insured." *QBE Ins. Corp. v. Twin Homes of French Ridge Homeowners Ass'n*, 778 N.W.2d 393, 397 (Minn. Ct. App. 2010) (citing *Am. Family Ins. Co. v. Walser*, 628 N.W.2d 605, 609 (Minn. 2001)). The Court must perform the legal interpretation of the insurance policy and apply it to the facts of the case to determine if summary judgment is appropriate. *Jensen v. United Fire & Cas. Co.*, 524 N.W.2d 536, 538 (Minn. Ct. App. 1994). Additionally, Minn. Stat. § 555 permits the Court to declare the rights of the parties under a written instrument, even if immediate and final relief may not be granted.

While interpreting an insurance policy the court must construe any ambiguous language against the drafter and in favor of the insured. *See QBE Ins. Corp. v. Twin Homes of French Ridge Homeowners Ass’n*, 778 N.W.2d 393, 397 (Minn. Ct. App. 2010) (ambiguous language is resolved in favor of the policyholder); *see also Sterling State Bank v. Virginia Surety Co.*, 285 Minn. 348, 353-54, 173 N.W.2d 342, 346 (1969) (holding that courts are to avoid an interpretation of an insurance policy that will forfeit the rights of the policyholder unless such intent is manifest in “clear and unambiguous” language). Further, the Minnesota Supreme Court has held that it “will avoid an interpretation that will forfeit the rights of the insured under the policy, unless such an intent is manifest in ‘clear and unambiguous’ language.” *Nathe Bros. v. Am. Nat. Fire Ins. Co.*, 615 N.W.2d 341, 344 (Minn. 2000).

While the insured bears the burden of proof to establish a prima facie case for coverage, the insurance company has the burden “to prove the applicability of an exclusion under the policy as an affirmative defense.” *Remodeling Dimensions, Inc. v. Integrity Mut. Ins. Co.*, 819 N.W.2d 602, 617 (Minn. 2012); *See also, Hubred v. Control Data Corp.*, 442 N.W.2d 308, 310 (Minn. 1989) (“An insurer has the burden of proving a policy exclusion applies.”) Further, the application of insurance policy language must comport with the reasonable expectations of a reasonable insured in the same situation. *Atwater Creamery Co. v. W. Nat. Mut. Ins. Co.*, 366 N.W.2d 271, 278 (Minn. 1985) (“We have used the reasonable-expectations-of-the-insured analysis to provide coverage where the actual language interpreted as the insurance company intended would have proscribed coverage.”)

In the current matter, the Parties agree that a typically covered hail Loss occurred and agree on the amount of Loss. The question for the court is if Defendant has proven that a Policy exclusion applies. Defendant contends the damage is excluded from coverage because it qualifies a “cosmetic” damage. However, Defendant has not shown, and cannot show, that the damage falls under the cosmetic damage exclusion. Therefore the Court should grant Plaintiff’s Motion for Declaratory and Summary Judgment.

II. DEFENDANT FAILS TO PROVE THAT THE ROOF WILL CONTINUE TO FUNCTION AS A BARRIER TO ENTRANCE OF THE ELEMENTS TO THE SAME EXTENT AS IT DID BEFORE THE HAIL DAMAGE

Plaintiff has proven that the roofs have sustained hail damage in the form of indentations to the metal roof surfaces. Damage caused by hail is covered under the Policy. However, Defendant contends that an exclusion applies to bar Plaintiff’s recovery. The issue the Court must address in this motion is if Defendant has proven that the damage is such that the roof will “continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.” There are two primary damage effects that the Court must analyze to determine if Defendant has, or can, meet its burden. The Parties agree that the roof material has been weakened such that it is more susceptible to future impacts and Plaintiff contends that the roofs have been weakened such that they will not handle wind and snow load as it did prior to the hail damage.

A. The Roofs are Weaker Where They Were Impacted By Hail.

The Parties agree that the metal roof surfaces are weaker where they have been impacted. Defendant’s expert, Fulmer, acknowledged that the non-dented metal surfaces will be able to sustain more impact damage before rupturing than the already hail dented

portions of the roof. (Remick Aff. Ex. 5 at 29:20 – 31:18). The dents have already caused a certain amount of plastic strain (stretching) to the metal material and the metal can only take a certain amount of plastic strain before it ruptures. (*Id.*) Accordingly, while the undented roof surface has incurred 0% of its plastic strain capacity, the dented areas have incurred something more than 0% such that these areas have less than 100% of its ability to defend from the elements going forward. This is a reduction in the roofs' ability to protect from the elements to the same extent as the roofs did prior to the hail damage.

Fulmer also acknowledges that there is testing that Defendant could have done to try to show how much the roofs were weakened, but that Defendant did not do the testing. (*Id.* at 31:19 – 32:12) Fulmer acknowledges that a hail drop test, or a hail cannon test could be performed on the roof material. (*Id.*) Both of these tests recreate the effects of hail impacts. Without doing these tests, Defendants cannot prove *how* weak the stretched metal material is at the hail impacts. Fulmer only knows that the material is weakened where the impacts occurred and that the Schools' roofs both exhibit "[w]idespread sporadic indentations." (Remick Aff. Ex. 4 at 7). Accordingly, the roofs have been weakened at each of the widespread indentations existing all over these roofs.

The Parties agree that the hail-caused indentations in the metal roof material make the roofs weaker and unable to resist future hail impacts to the same extent as the non-impacted portions of the roof. Therefore, the hail damage reduces the roofs ability to function as a barrier to entrance of the elements to the same extent as the roof did prior to the hail. Because this damage does not qualify as "cosmetic" damage under the Policy exclusion, the exclusion does not apply and stipulated damages are covered under the

Policy. Therefore, the Court should grant Plaintiff's Motion for Summary and Declaratory Judgment.

B. The Hail Impacts Have Reduced The Structural Integrity of the Roofs.

Unlike the previous section where the Parties agree that the roof material is weakened and is more susceptible to rupture due to additional impacts, the Parties disagree that the hail damage has weakened the roofs such that the Roofs are more likely to fail under wind load and snow load. Accordingly, the Court must determine the coverage issue of weather hail damage that increases likelihood of the roofs to fail under wind load and snow load is considered only cosmetic damage. If the Court determines that reducing the roofs ability to withstand wind load and snow load is not simply cosmetic damage, then the Court must also determine if it is possible for Defendant to prove that roofs protect against wind and snow loads to the same extent they did prior to the hail damage. Defendant's expert has admitted that the hail impacts weaken the roof metal at the location of the impact and has failed to do any testing to assess the roofs overall ability to resist inevitably upcoming wind and snow load forces.

Plaintiff's expert, Phelps, provided multiple reports and extensive well-supported and well-reasoned deposition testimony explaining the effects of the hail damage to the roofs. (Remick Aff. Ex. 2 and 3). Phelps explains that the hail indentations have weakened the roofs and increased the likelihood the roofs will fail due to wind and snow. (*Id.*) Phelps is particularly concerned a roof failure at a school full of children. (Remick Aff. Ex. 3 at 79:23 – 80:13). The weakened roof systems create an imminent threat of failure as well as a reduction on the roofs' useful life expectancy.

Defendant's expert, Fulmer, half-heartedly disputes the notion that the roofs will not fail sooner than if they did not have hail damage, but he did not do any inspection of the underside of the roof metals and did not roof strength testing. (Remick Aff. Ex. 4 and 5). Fulmer was provided with Phelps' reports and simply stated that Phelps' reports did not change Fulmer's opinion but did not address Phelps' points about the necessity of testing. (Remick Aff. Ex. 4 at 127). Fulmer summarily states at his deposition that "the performance of the roof system to resist snow loads, to resist wind loads is not impacted by shallow hail-related indentations." (Remick Aff. Ex. 5 – 34:10-12). However, Fulmer again acknowledges that the hail impacts cause effects to the roof, but without any testing, states "[t]here, again, would be some plastic strains within the indentation; however the effects of those strains are negligible, if nonexistent, to the overall performance of the roof in terms of resisting snow loads or wind loads." (*Id.* at 34:15-20). Even within Fulmer's unsupported statement, he states that the effects would be "negligible" thereby acknowledging that the hail impacts *could* have an effect on the ability to withstand the wind and snow load, but without testing he could not say the extent of the effects.

Similarly, Fulmer states that the dents would not affect the way the metal moves. He states "[w]ell, every component of a building moves to some degree under any given load." (*Id.* at 29:3-4). Fulmer was then asked if the dents would have any effect on the way the metal moves and he replied "[i]n my opinion it would not." (*Id.* at 29:10). He went on to state that "[w]e did not do any form of laboratory testing. Our observations were visual in nature." (*Id.* at 29:13-14). Accordingly, Fulmer states that in his opinion the dents would not affect how the metal absorbs the force of wind and snow but he provided no testing

results and no field studies stating that these dents do not negatively affect the metal roofs. He simply looked at the roof and stated that he does not think the dents affect how the roof will handle wind and snow load. However, even common sense says that the dents will alter how the metal surface will move in response to external forces. Anyone who ripples a smooth piece of paper can see that it moves differently than one that was once crumpled or has imperfections in it. The change in the movement of the roof creates more stain on areas of the roof rather than permitting it to dissipate the force and therefore increases the likelihood of failure from these forces.

Overall, the roof with hail dents will not be able to withstand wind and snow to the same extent as the roof did before it sustained the hail dents. Accordingly, Defendant cannot show that the hail damage does not affect the roofs' ability to resist the elements to the same extent they did before the hail damage. Defendant has therefore not shown that an exclusion applies to this Loss. Defendants owe to Plaintiff the ACV of the Loss at this time and will owe the RCV of the Loss when the Schools complete repairs.

CONCLUSION

There is no genuine dispute in the material facts that support Plaintiff Cannon Falls Area Schools, ISD 252 is entitled to a judgment as a matter of law against Defendant The Hanover American Insurance Company. The hail impacts are damage. Defendant has failed to show that the damage falls under the cosmetic damage exclusion. The damage is covered under the Policy and Defendant must pay the cost to replace the roofs. Therefore, the law and justice require that Plaintiff's Motion for Summary Judgment must be granted.

HELLMUTH & JOHNSON

Dated: June 30, 2025

By: /s/ Anthony A. Remick

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