STATE OF MAINE
SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT

Law Court Docket No. Cum-25-313

ROBERTO VALMONT-OLIVIER
Appellee

v.

ENVIROVANTAGE, INC.
Appellant

On Appeal from the Superior Court, Cumberland County
Docket No. PORSC-CV-2023-00207

BRIEF OF APPELLANT ENVIROVANTAGE, INC.

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I. FACTUAL AND PROCEDURAL BACKGROUND

The facts are drawn from the summary judgment record and viewed in the light most favorable to Envirovantage as the nonprevailing party. *See Carney v. Hancock Cnty.*, 2025 ME 36, ¶ 2, 334 A.3d 717.

On May 26, 2023, Roberto Valmont-Olivier filed this lawsuit in Maine Superior Court alleging negligence related to an injury he received while assigned to work at an Envirovantage job site in Maine. (A. 19-22; A. 51, ¶ 8.) Valmont-Olivier alleged that Envirovantage served as the contractor on the project, with supervisor control over the means and methods and safety for the employees working on the project. (A. 45, ¶ 19.)

Valmont-Olivier's work at Envirovantage's Maine job site arose from a contract between Envirovantage and Enviro Staffing, a Florida staffing firm authorized to do business in Massachusetts. (A. 40-41; 49-50.) Under that agreement, Enviro Staffing was required to obtain workers' compensation insurance, for which Envirovantage reimbursed it. (A. 41, 77.) Envirovantage also had its own policy providing workers' compensation coverage in Maine. (A. 50 ¶ 5.) Following his injury, Valmont-Olivier filed a workers' compensation claim in Massachusetts, where he lived, and received workers' compensation benefits during the pendency of the lawsuit. (A. 49, 51.)

On September 25, 2024, Envirovantage moved for summary judgment on the grounds that it is immune from liability under Maine's Workers' Compensation Act ("MWCA"), 39-A M.R.S. § 104. (A. 26-33.) On June 6, 2025, the trial court (*McKeon, J.*) denied Envirovantage's motion. (A. 11-18.) Although the court concluded that Envirovantage would be immune from liability under Maine law (A. 14), it found that Massachusetts law applied and held that, under Massachusetts law, Envirovantage was not immune from liability. (A. 13-17.)

Envirovantage timely appealed. (A. 10.)

II. ISSUES PRESENTED

1. Did the trial court err in finding that this action is governed by Massachusetts law?

2. Did the trial court err in finding that, under Massachusetts law, Envirovantage is not immune from suit?

III. ARGUMENT

A. Immediate review of the trial court's order is appropriate.

Envirovantage appeals the trial court's order denying its motion for summary judgment. Although such an appeal is generally unreviewable, immediate review is appropriate where, as here, Envirovantage's position is that it is immune from suit under the MWCA, 39-A M.R.S. § 104. The Law

Court has held, "[d]espite our general prohibition of interlocutory appeals, the denial of a motion for a summary judgment based on a claim of immunity is immediately reviewable pursuant to the death knell exception to the final judgment rule." *Fama v. Bob's LLC*, 2024 ME 73, ¶ 8, 322 A.3d 1247 (quotation marks omitted). This makes good sense. If Envirovantage is immune from suit, it is "entitled to appeal now in order to preclude further entanglement in litigation." *Id.* Because this appeal falls within the death knell exception to the final judgment rule, this Court should consider now whether the trial court erred in its determination that Envirovantage is not immune from suit.

B. Envirovantage is immune from suit.

1. Maine law applies.

The MWCA provides that

> An employer that has secured the payment of compensation . . . is exempt from civil actions . . . involving personal injuries sustained by an employee arising out of and in the course of employment, or for death resulting from those injuries. An employer that uses a private employment agency for temporary help services is entitled to the same immunity from civil actions by employees of the temporary help service as is granted with respect to the employer's own employees as long as the temporary help service has secured the payment of compensation in conformity with sections 401 to 407.

39-A M.R.S. § 104. The trial court correctly found that under Maine law, Envirovantage is immune from liability under this provision.

But the trial court erred in its conclusion that Maine law is not applicable. Maine applies the "most significant contacts and relationships" approach—adopted by the American Law Institute in the Restatement (Second) Conflict of Laws §§ 145, 146—to determine choice of law questions in tort actions. *See Flaherty v. Allstate Ins. Co.*, 2003 ME 72, ¶ 16, 822 A.2d 1159. *See also Overka v. Central Maine Power Co.*, No. CV-93-604, 1995 WL 18036643, at *2–4 (Me. Super. Oct. 03, 1995) (applying most significant contacts test to determine which state's workers' compensation laws applied).

Section 146 of the Restatement provides that "in an action for a personal injury the local law of the state where the injury occurred determines the rights and liabilities of the parties, *unless*, with respect to the particular issue, some other state has a more significant relationship to the occurrence and the parties." *Flaherty*, 2003 ME 72, ¶ 16, 822 A.2d 1159 (cleaned up). Accordingly, the presumptive rule is that the place where the injury occurred controls; only where another state has a more significant relationship to the occurrence and the parties does that state's law control.

Section 145 of the Restatement then enumerates the factors to be considered in determining whether the presumptive rule is overcome:

> (a) the place where the injury occurred,
> (b) the place where the conduct causing the injury occurred,
> (c) the domicile, residence, nationality, place of the parties, and

(d) the place where the relationship, if any, between the parties is centered.

Id. These are "'to be evaluated according to their relative importance with respect to the particular issue.'" *State Farm Mut. Auto. Ins. Co. v. Koshy*, 2010 ME 44, ¶ 22, 995 A.2d 651 (quoting Restatement (Second) Conflict of Laws § 145(2)).

In the case of personal injury, the place where the injury occurred plays a particularly important role in the selection of the state of the applicable law. *See* Restatement (Second) of Conflict of Laws § 145 cmt. e. There is an exception; the place of injury plays less of a role "when the place of injury can be said to be fortuitous or when for other reasons it bears little relation to the occurrence and the parties with respect to the particular issue." *Id.* Similarly, "where the defendant ha[s] little, or no, reason to foresee that his act would result in injury in the particular state," then "[s]uch lack of foreseeability on the part of the defendant is a factor that will militate against selection of the state of injury as the state of the applicable law." *Id.* That is not the case here.

The Law Court has held that the place of injury was fortuitous where "Maine ha[d] little contact with th[e] case except that the accident occurred within our boundaries." *Collins v. Trius, Inc.*, 663 A.2d 570, 573 (Me. 1995). In *Collins*, "[t]he bus passengers and bus driver were all residents of Canada, the

bus was registered in Canada, the passengers had purchased their tickets in Canada, and the bus trip originated in and would return to New Brunswick." *Id.* Since the place of injury was merely happenstance, the Law Court concluded that Canada had a more significant interest than the place of injury, and Canadian damages law therefore applied. *Id.*

Unlike *Collins*, here the trial court found that "[t]he parties agree that the injury, conduct, and work all occurred in Maine and on a Maine job site." (A. 12.) Injury at the jobsite was not unforeseeable where it was Envirovantage's job site, Envirovantage had a superintendent and foreman on the job, and Valmont-Olivier was assigned to work there. *See* A. 45, ¶ 17 ("On June 8, 2020, John Lavin of EnviroVantage was the superintendent and foreman on the job at UNUM."); A. 45, ¶ 19 ("Plaintiff alleges that on the project, Enviro Vantage served as, 'the contractor on this project, with supervisor control over the means and methods and safety for the employees working on the project.'"); A. 51, ¶ 8 ("Plaintiff sustained the injuries that are the subject of this action while assigned to work at the Defendant's job site in Portland."). Valmont-Olivier had been staying at a hotel in Maine while working on the project. (A. 50.) The place where the injury occurred and the place where the conduct causing the injury occurred are thus important factors that weigh in favor of applying Maine law.

Given these undisputed facts, Maine is also the place where the relationship between the parties was centered. The trial court found that Valmont-Olivier's "connection to Massachusetts is more than incidental – it is where the predominant number of relationships were formed." (A. 12-13.) But the factor to be considered is not where the relationships were formed but rather where the relationship was centered. The relationship between Envirovantage and Valmont-Olivier was clearly centered at Envirovantage's job site in Maine, where Valmont-Olivier was assigned to work. And, in any case, the trial court also found that "EnviroStaffing hired [Valmont-Olivier] in Maine which was the formation of the empl[oy]ment relationship at issue." (A. 12.) This factor also weighs in favor of applying Maine law.

The fourth factor—the domicile, residence, nationality, and place of the parties—does not tip the scales otherwise. Here, Valmont-Olivier lived in Massachusetts, though he had been staying at a hotel in Maine while working at Envirovantage's Maine job site. (A. 50.) Envirovantage is a New Hampshire corporation with a premises in Maine and doing business in Maine. (A. 19-20.) To the extent the residence of non-party Enviro Staffing is relevant, it is a Florida corporation. (A. 49-50.) In situations like this, residence is "of little assistance in th[e] analysis." *Piche v. Nugent*, No. CIV. 05-82-B-K, 2005 WL 2428156, at *5 (D. Me. Sept. 30, 2005) (where neither party was domiciled in

Maine and mutual physical presence in Maine was the one thing that tied the parties together, that fact carried the most weight). *See also Ricci v. Alternative Energy Inc.*, 211 F.3d 157, 165 n.8 (1st Cir. 2000) (noting that "cases in which 'all interested persons' are domiciled in a state other than the state in which the conduct and injury occurred," may be an example of a "rare exception" to the presumptive rule that law of the state where the injury occurred applies) (citing Restatement (Second) of Conflict of Laws § 145 cmt. d.). This case is again unlike *Collins*, where the tortfeasor, tortfeasor's employer, and the injured parties were all residents of Canada. *Collins*, 663 A.2d at 573. *See also Robidoux v. Muholland*, 642 F.3d 20, 26-27 (1st Cir. 2011) (emphasizing domicile in choice of law analysis where, unlike here, Massachusetts resident was injured while employed by a Massachusetts company).

Finally, with regard to each of the four factors discussed above, the court should also consider certain principles set forth in Section 6 of the Restatement. *See Flaherty*, 2003 ME 72, ¶ 19, 822 A.2d 1159. Those principles include:

> (a) the needs of the interstate and international systems,
> (b) the relevant policies of the forum,
> (c) the relevant policies of other interested states and the relative interests of those states in the determination of the particular issue,
> (d) the protection of justified expectations,
> (e) the basic policies underlying the particular field of law,

(f) certainty, predictability and uniformity of result, and
(g) ease in the determination and application of the law to be applied.

Restatement (Second) of Conflicts of Laws § 6.

As with the Section 145 factors, the Section 6 principles also weigh in favor of applying Maine law. "Where personal injury is concerned, the presumptive policy of the 'field of law' is that the local law of the state in which a personal injury occurs will apply." *Piche v. Nugent*, No. CIV. 05-82-B-K, 2005 WL 2428156, at *4 (D. Me. Sept. 30, 2005) (citing *Flaherty*, 822 A.2d at 1166). As explained in the Restatement, "a state has an obvious interest in regulating the conduct of persons within its territory and in providing redress for injuries that occurred there. Thus, subject only to rare exceptions, the local law of the state where conduct and injury occurred will be applied . . . ." Restatement (Second) of Conflict of Laws § 145 cmt. d. This rule "furthers the choice-of-law values of certainty, predictability and uniformity of result and, since the state where the injury occurred will usually be readily ascertainable, of ease in the determination and application of the applicable law." Restatement (Second) of Conflict of Laws § 146 cmt. c.

The trial court noted that "Maine has an indisputable policy interest in preserving employer immunity under the MWCA within its borders." (A. 12.) "[T]he MWCA's purpose is to give effect to the underlying policy of providing

certainty of remedy to the injured employee and absolute but limited and determinate liability for the employer." *Fama*, 2024 ME 73, ¶ 15, 322 A.3d 1247 (cleaned up). This structure balances fairness and predictability, while preventing the forum shopping that Valmont-Olivier has attempted here.

In *Garcia v. Am. Airlines, Inc.*, the First Circuit explained that "[w]hen a worker's second claim is for common-law damages rather than additional benefits, . . . most states, on grounds of comity and policy, will respect the other jurisdiction's exclusive remedy provision immunizing the employer from non-statutory liability." 12 F.3d 308, 312 (1st Cir. 1993). The First Circuit reasoned:

> The rationale underlying this uniform treatment is compelling. The central purpose of compensation acts is to substitute a limited but certain remedy for the former remedy in tort—a compromise benefiting both employer and employee. When an employee who has received benefits under such a compensation scheme later tries to get back into the common-law damage system, he is essentially un-doing this fundamental *quid pro quo.* Courts that give effect to foreign exclusive remedy provisions therefore do so to effectuate broad compensation principles.

Garcia v. Am. Airlines, Inc., 12 F.3d 308, 312 (1st Cir. 1993) (cleaned up). *See also, e.g.*, *Garcia v. Pub. Health Tr. of Dade Cnty.*, 841 F.2d 1062, 1066 (11th Cir. 1988) ("The application of Spanish law would directly circumvent the established policy in Florida regarding employer immunity. Given the facts and policy reasons presented in this case, the

district court was correct in its application of Florida's choice of law rules.") (footnote omitted).

These policy interests are significant. In particular, given the certainty that is achieved by applying the presumptive rule that place of injury governs and by respecting the balance established by the MWCA, the trial court erred in concluding that "Maine's general interest in governing liability within the state" was outweighed by things like location of a non-party staffing agency and an employee. (A. 13.)

To conclude that Maine law applies to this case under the most significant contacts and relationships approach would be consistent with other workers' compensation cases that have evaluated the question under similar facts. In *Marion Power Shovel Co. v. Hargis*, for example, the court reversed a summary judgment order striking a workers' compensation immunity defense. 698 So. 2d 1246 (Fla. Dist. Ct. App. 1997). Marion Power was a Delaware corporation authorized to do business in Florida; Marion Power contracted with Tarmac to repair equipment on its property in Florida; Marion Power subcontracted portions of the work to Industrial, an Indiana corporation; Industrial hired Michael Hargis, an Illinois resident, to work on the project. *Id.* at 1246–47. Hargis was injured on the job in

Florida and collected workers' compensation benefits in Illinois. *Id.* at 1247. Hargis then filed an action in Florida against Marion Power to recover damages for his injuries, and Marion Power asserted that it was immune under Florida law. *Id.*

The court determined that the trial court erred in its choice of law analysis finding that Illinois law controlled under these facts. *Id.* Applying the significant relationships test and the Restatement, the court reasoned that

> In this case, the injury occurred in Florida, and the allegedly negligent conduct causing the injury also occurred in Florida. Marion Power and Tarmac are authorized to, and do, conduct business in Florida. The sole non-Florida contacts are Hargis's residence in Illinois, and Industrial's residence in Indiana. Additionally, the parties were aware that they were contracting to perform work in Florida. Weighing these factors, we conclude that Florida has the most significant contacts with the issue, particularly in view of Florida's interest in the predictable administration of workers' compensation insurance and benefits for workers in Florida.
>
> In contrast, Illinois would appear to have de minimis connections to the litigation. Illinois is the state of Hargis's residence and the place where he accepted employment. However, Hargis must have been aware he would be working in Florida. Moreover, Illinois has a minimal interest in the outcome of a tort dispute arising from a Florida accident, or in applying its workers' compensation immunity principles to a Florida lawsuit based on a Florida injury. Because the balance of the policy interests weigh in favor of applying Florida law, we conclude that Florida has the most significant relationship to the issue, and Florida law should be applied.

Id. The court therefore reversed the summary judgment in Hargis's favor and remanded the case for entry of summary judgment in Marion Power's favor on the issue of immunity. *Id.* at 1248.[1]

Likewise, although Valmont-Olivier lived in Massachusetts and collected workers' compensation benefits there, the parties were aware that Valmont-Olivier would be working in Maine, the injury occurred in Maine, and the alleged negligence occurred in Maine. "[Massachusetts] has a minimal interest in the outcome of a tort dispute arising from a [Maine] accident, or in applying its workers' compensation immunity principles to a [Maine] lawsuit based on a [Maine] injury." *Id.* at 1247.

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[1] *See also, e.g.*, *Hill v. Cooper Tire & Rubber Co.*, No. CIV.A. CV-05-336, 2005 WL 3340064, at *2 (Me. Super. Oct. 19, 2005) ("Here, the specific issue is whether Georgia's workers' compensation law, which provides tort immunity for a principal contractor in certain situations, should apply to this action. Although Maine has an interest in the case because Hill is a resident of Maine, the injury occurred in Georgia, on Cooper Tire's property, and was caused by Cooper Tire's employee. Accordingly, it is clear that Georgia has a profound interest in protecting the expectations of Georgian contractors and employees subject to this law.") (citation omitted); *Ledbetter v. Wal-Mart Stores, Inc*, No. CIV.A. 06-CV-01958WY, 2009 WL 3837878, at *2 (D. Colo. Nov. 13, 2009) ("Turning to the case at hand, Defendant Wal–Mart, an Arkansas corporation, contracted with Defendant Eaton, an Ohio and Delaware corporation. Eaton hired RS, an Oklahoma corporation, to provide workers for a job located in Colorado. The injury occurred in Colorado, and the allegedly negligent conduct causing the injury also occurred in Colorado. Further, the parties were all aware that they were contracting to perform work in Colorado, thus they have a reasonable expectation that Colorado law would likely apply to any potential claims. The sole Oklahoma contacts are the Plaintiffs' residence and the state in which they collected workers' compensation benefits."); *Bencor Corp. v. Harris*, 534 N.E.2d 271, 273 (Ind. Ct. App. 1989) (holding that Indiana law applied, finding persuasive that "the performance of the construction contract, the direction of the workman, the instrumentality that caused injury, the alleged negligence, and the injury all occurred in Indiana," whereas "[t]he mere fact that contractual relations between Bencor and Industrial were entered into in Tennessee, that Harris was receiving workmen's compensation benefits by virtue of the Tennessee compensation scheme, and that the employment relationship between Industrial and Harris was entered into in Tennessee have nothing to do with the tort for it would have made no difference where those events occurred").

Evaluating the Restatement factors under the facts of this case, the trial court erred in concluding that this action was governed by Massachusetts law. Instead, Maine law applies. Under Maine law, Envirovantage is immune from suit. *See* A. 13-14; 39-A M.R.S. § 104.

2. Even if Massachusetts law applied, Envirovantage is entitled to immunity.

Because Maine law applies, the Court need not evaluate whether Envirovantage is entitled to immunity under Massachusetts law. If it does proceed to address this point, the trial court also erred in its conclusion that Envirovantage is not immune from suit under Massachusetts law. The court reasoned that an entity is immune in Massachusetts if (1) it has a direct employment relationship with the injured party, and (2) it is an insured person liable for the payment of workers' compensation. Although the trial court correctly found that Envirovantage and Valmont-Olivier had a direct employment relationship, the court was wrong to conclude that Envirovantage is not an insured party liable for payment.

To determine whether an employer is insured and liable for workers' compensation benefits, courts look to Section 18 of the Massachusetts act, *see Molina v. State Garden, Inc.*, 88 Mass. App. Ct. 173, 179, 37 N.E.3d 39, 44 (2015), which provides in relevant part:

> In any case where there shall exist with respect to an employee a general employer and a special employer relationship, as between the general employer and the special employer, the liability for the payment of compensation for the injury shall be borne by the general employer or its insurer, and the special employer or its insurer shall be liable for such payment if the parties have so agreed or if the general employer shall not be an insured or insured person under this chapter.

Mass. Gen. Laws Ann. ch. 152, § 18. Because, as the trial court found, Envirovantage is the special employer and Enviro Staffing is the general employer here, the question becomes whether the parties agreed that Envirovantage would be liable for payment of compensation for the injury.

The trial court's analysis on this point was flawed. The court appears to have only considered whether there was an alternate employment endorsement naming Envirovantage, *see* A. 17, but Section 18 only requires that there be some agreement between the parties that the special employer be liable. *See Mareiro Jr. v. North Coast Sea-Foods Corp.*, No. 2019-00218, 2019 WL 5089256, at *3 (Mass. Super. Sep. 24, 2019) (reasoning that failing to specifically list North Coast on the Alternate Employer Endorsement is not determinative as to whether North Coast is covered under the Policy because the evidence in the record establishes that North Coast is an "insured person liable for the payment of workers' compensation benefits to the injured employee."). And, contrary to the trial court's finding, *see* A. 17 ("paying

compensation for Enviro Staffing's workers' compensation obligations is insufficient to make Defendant the insured or responsible party"), the fact that a special employer reimburses a general employer for the cost of workers' compensation insurance supports a conclusion that it is liable for payment, regardless of whether it is named in an endorsement. *See Moura v. Cannon*, No. CV 4:17-40166-TSH, 2021 WL 4422964, at *9 (D. Mass. Sept. 27, 2021). The critical question is liability for compensation. In this case, the parties agreed that Envirovantage would pay for workers' compensation coverage. *See* A. 77 ("If at any time or any reason there is a lapse in workers compensation Staffing Firm will immediately notify client and remove all employees from site. Client will deduct the cost of workers compensation premiums at rate they would be charged for all hours staffing firm employees worked without proper insurance in place.").

The trial court also makes no mention of the fact that Envirovantage had its own policy providing workers' compensation coverage in Maine, despite Massachusetts' courts relying on that fact to find special employers immune from suit. (A. 50, ¶ 5.) *See, e.g.*, *Fleming v. Shaheen Bros.*, 71 Mass. App. Ct. 223, 229, 881 N.E.2d 1143, 1148 (2008) ("The employer need not actually pay the insurance premiums to benefit from the workers' compensation exclusivity bar. Here, Shaheen carried its own workers' compensation insurance which it

paid for as the named insured. It also paid NBS the cost of additional workers' compensation coverage for those Shaheen employees paid through NBS.") (citation omitted); *Nutter v. Partners Healthcare System, Inc.*, No. 1881CV02093, 2021 WL 11717011, at *4 (Mass. Super. Aug. 13, 2021) ("Partners paid Sartell Electrical the cost of workers' compensation coverage for Nutter, Sartell Electrical's workers' compensation insurer paid Nutter benefits after his accident, and Partners had its own workers' compensation policy as a self-insured entity. Nutter has failed to cite any case law suggesting that the holding in *Fleming* should not apply to this action. Therefore, Partners has shown that it is an insured person liable for the payment of compensation."). By bearing financial responsibility for coverage, Envirovantage was liable for payment of compensation within the meaning of Section 18.

The trial court's holding ignores the central bargain of Massachusetts' workers' compensation statutes—that the employee receives guaranteed benefits, and the employer is immunized from tort suits. As the court in *Molina v. State Garden, Inc.*, explained:

> The Act provides the exclusive remedy for claims brought by an injured employee against an employer. The Act was designed to replace tort actions, by providing a uniform, statutory remedy for injured workers, in contrast to a piecemeal, tort-based system. The exclusivity provisions are the cornerstone of the Act.

> Employees get a guaranteed right of recovery, but they are in turn barred from recovering against their employers for injuries received on the job.

88 Mass. App. Ct. 173, 178, 37 N.E.3d 39, 43–44 (2015) (cleaned up).

Here, Valmont-Olivier received workers' compensation benefits. The quid pro quo is complete. To deny Envirovantage immunity where it reimbursed Enviro Staffing for the cost of workers' compensation insurance and had its own policy providing workers' compensation coverage in Maine would give Valmont-Olivier a windfall inconsistent with the Act's exclusivity principles.

IV. CONCLUSION

For these reasons, the trial court erred in denying Envirovantage's motion for summary judgment. This Court should vacate the trial court's order and grant summary judgment in favor of Envirovantage, determining that Envirovantage is immune from Valmont-Olivier's negligence lawsuit.

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CERTIFICATE OF SERVICE

I, Jeffrey T. Edwards, attorney for Appellant, Envirovantage, Inc., certify that I will, upon notification of approval of this Brief by the Court, email and mail (by U.S. mail) copies of this Brief to the attorney listed below:

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Dated: September 22, 2025

/s/ Jeffrey T. Edwards
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