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 APPELLEE ROBERTO VALMONT-OLIVIER

Francis X. Quinn, Bar No. 006855
BOYNTON WALDRON DOLEAC
WOODMAN & SCOTT, P.A.
82 Court Street
Portsmouth, NH 03801
Tel: (603) 436-4010
fquinn@nhlawfirm.com

Attorney for Appellee
Roberto Valmont-Olivier

TABLE OF CONTENTS

I. FACTUAL AND PROCEDURAL BACKGROUND 4

II. ISSUES PRESENTED 9

III. ARGUMENT 10

A. Standard of Review 10

B. Mass WCA Applies 12

B. Envirovantage Is Not Entitled to Immunity 16

IV. CONCLUSION 18

CERTIFICATE OF SERVICE 19

TABLE OF AUTHORITIES

CASES

Collins v. Trius, Inc.,
663 A.2d 570 (Me. 1995) 13-15

Efstathiou v. Efstathiou,
2009 ME 107 11

Flaherty v. Allstate Ins. Co.,
2003 ME 72 12-13

Molina v. State Garden, Inc.,
37 N.E.3d 39 (Mass. App. Ct. 2015) 16

Numberg v. GTE Transport, Inc.,
607 N.E.2d 1 (Mass. App. Ct. 1993) 17

Preston v. Tracy, 2008 ME 34 11

Quirion v. Veilleux, No. CV-10-016, 2012 Me. Super. LEXIS 17
(Me. Super. Ct. Feb. 3, 2012) 13

Robidoux v. Muholland,
642 F.3d 20 (1st Cir. 2011) 16-17

Violette v. Violette, 2015 ME 97 11

Young v. Lagasse, 2016 ME 96 11

STATUTES

Mass. Gen. Laws Ann. ch. 152 § 18 17

OTHER AUTHORITIES

Restatement (Second) of Conflicts of Laws § 145 13

Restatement (Second) of Conflicts of Laws § 146 12-13

I. FACTUAL AND PROCEDURAL BACKGROUND

On June 8, 2020, Appellee, who is a citizen of the Commonwealth of Massachusetts at all relevant times, was injured while working on an Envirovantage job site in Maine. (*See* A. 9; A. 18, ¶ 4.)

At all relevant times, Appellee's work with Envirovantage arose from a contract (the "Staffing Contract") between Envirovantage and Enviro Staffing Solutions Corporation ("Enviro Staffing"). (*See* A. 9.)

Envirovantage is a New Hampshire corporation. (*See* A. 9.) Enviro Staffing is a Massachusetts corporation. (*Id.*)

After sustaining injuries while working on an Envirovantage job site in Maine, Appellee filed a workers' compensation claim in Massachusetts against Enviro Staffing. (A. 9.) Appellee's Massachusetts workers' compensation claim against Enviro Staffing was approved and workers' compensation benefits were paid in accordance with the Massachusetts Workers' Compensation Act (the "Mass WCA"). (*See id.*)

The Staffing Contract executed by and between Envirovantage and Enviro Staffing designates Massachusetts as the governing law in the agreement's choice of law provision. (A. 9.)

The Staffing Agreement also obligated Enviro Staffing, and not Envirovantage, to provide workers' compensation coverage and benefits and to

handle workers' compensation claims, and, as noted above, Appellee's workers' compensation claim was filed with and handled by Enviro Staffing in Massachusetts. (*See* A. 9, 13.)

In deciding Envirovantage's Motion for Summary Judgment, the trial court made the following findings regarding the case's relationship to Maine:

- "The parties agree that the injury, conduct, and work all occurred in Maine and on a Maine job site." (A. 10.)
- "[Appellee] and [Envirovantage]'s relationship arose out of [the Staffing Contract]," and "there is little to suggest either [Appellee] or [Envirovantage] have a relationship with Maine beyond the circumstances of this case." (*See* A. 10.)

The trial court also made the following factual findings regarding the legal relationships among Enviro Staffing, Envirovantage and Appellee:

- "Enviro Staffing recruits, screens, interviews, and assigns employees." (A. 13.)
- Enviro Staffing "pays assigned employee's wages and provides them with Enviro Staffing benefits." (A. 13.)
- Enviro Staffing "pays, withholds, and transmits payroll taxes." (A. 13.)
- Envirovantage "was responsible for supervising assigned employees." (A. 13.)

- Envirovantage "directed day to day work." (A. 13.)
- Envirovantage "paid Enviro Staffing for the above services." (A. 13.)
- Envirovantage "employed the supervisor on the jobsite." (A. 13.)
- And the trial court found that the Staffing Agreement did not include an alternate employment endorsement that made Envirovantage an "insured person" or "liable for carrying workers' compensation insurance and paying workers' compensation benefits." (A. 14-15 (analyzing the facts of the case and concluding that Enviro Staffing, and not Envirovantage, was the insured or responsible party).)

Envirovantage moved for summary judgment in September 2024, arguing that it was immune from suit under the Maine Workers' Compensation Act ("Maine WCA"). (*See generally* A. 21-32.) Appellee objected to the motion on the grounds that, pursuant to Maine conflicts of law principles, Massachusetts law was controlling and Envirovantage was not entitled to immunity under the Mass WCA. (*See* A. 33- 42.) Envirovantage then filed a reply, reiterating its position that the claims were barred by the immunity provisions of the Maine WCA and also arguing, in the alternative, that it would still be entitled to immunity if the trial court concluded that the Mass WCA controlled under conflicts of law principles. (*See generally* A. 43-49.)

The trial court denied Envirovantage's Motion for Summary Judgment. The trial court first addressed the conflicts of law question and concluded that, under the most significant contacts and relationship test used in Maine, Massachusetts law applied because: Appellee resided in Massachusetts; Appellee received workers' compensation benefits under the Mass WCA; the Staffing Contract designated Massachusetts in the choice-of-law provision; and, without limitation, the employment relationship primarily formed in Massachusetts. (*See* A. 10-11.)

The trial court then determined that Envirovantage was not immune from suit. The trial court found that, while Envirovantage was a direct employer, the facts of the case compelled the conclusion that Enviro Staffing was the "general employer" and Envirovantage was the "special employer." (A. 12-13.) As a result of this of this finding, the trial court then turned the question of whether there was an agreement between Envirovantage and Enviro Staffing that made Envirovantage an "insured party liable for the payment of workers' compensation." (A. 14.) The trial court concluded that Envirovantage did not qualify as an "insured party" and was not entitled to immunity under the Mass WCA, because the Staffing Contract stated that Enviro Staffing, which was the presumptive "insured party" due to its status as general employer, was responsible for providing workers' compensation coverage. (A. 14-15.) The trial court rejected Envirovantage's argument that it is entitled to immunity based on its employment of Enviro Staffing's employees,

reasoning that, because there was no agreement making Envirovantage an "insured or responsible party," this fact did not change the outcome under the Mass WCA. (A. 14-15.) Based on the foregoing, the trial court determined that Envirovantage was not immune from suit and denied the Motion for Summary Judgment.

Envirovantage filed this interlocutory appeal on June 17, 2025. (*See* A. 8.)

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

On appeal, Envirovantage argues the same points that the trial court rejected with its well-reasoned decision. More specifically, Envirovantage argues that the trial court erred in concluding that the Mass WCA, and not the Maine WCA, applied to this case, because the trial court's analysis of the most significant contacts and relationships test resulted in the erroneous determination that Massachusetts law was controlling. (*See* Blue's Brief at 3-14) Envirovantage also contends the trial court committed reversible error in its immunity analysis, because, even if the Massachusetts law applies, Envirovantage believes the facts below compelled the conclusion that Envirovantage was an "insured party" under the Mass WCA and thus entitled to immunity. (*See* Blue Brief at 14-18.)

The arguments advanced by Envirovantage are without merit. The trial court's determination that Massachusetts law applied was based on well-supported factual determinations and a sound application of the most significant contacts and relationships test. Similarly, Envirovantage's contention that the trial court erred in concluding that Envirovantage failed to satisfy the second prong of the immunity test under the Mass WCA is irreconcilable with the case law that is directly on point.

A. Standard of Review

A trial court's findings of fact are reviewed for "clear error" and will be affirmed "if there is competent evidence in the record to support them, even if the evidence might support alternative findings of facts." *Preston v. Tracy*, 2008 ME 34, ¶ 10. Clear error exists if "there is no competent evidence in the record to support the finding, the finding is based on a clear misapprehension by the trial court of the meaning of the evidence, or if the force and effect of the evidence, taken as a total entity, rationally persuades to a certainty that the finding is so against the great preponderance of the believable evidence that it does not represent the truth and right of the case." *Violette v. Violette*, 2015 ME 97, ¶ 15 (quotation marks omitted). And "when the party with the burden of proof is appealing, as in this case, the appellant must show that the evidence compels a contrary finding." *Young v. Lagasse*, 2016 ME 96, ¶ 8 (citing *Efstathiou v. Efstathiou*, 2009 ME 107, ¶ 10).

The factual findings in the trial court's decision are entitled to the deference detailed above. That is, the trial court's determination that Appellee and Envirovantage's "relation arose out of a contract with Enviro Staffing," the Staffing Contract "designates Massachusetts in the choice-of-law provision," Appellee "resides and received workers' compensation benefits in Massachusetts," and the record supports the conclusion that neither Appellee, nor Envirovantage

"have a relationship with Maine beyond the circumstances of this case." (*See* A. 10).

B. Mass WCA Applies

Envirovantage devotes most of its arguments on appeal to challenging the trial court's determination that Massachusetts law applied. Envirovantage argues that the trial court erred in holding that Massachusetts prevailed over Maine in the most significant contacts and relationships test. More specifically, Envirovantage attempts to persuade this Court that the most significant contacts and relationships test should have been resolved in favor of Maine for three reasons: (a) because, in its view, the relationship of the parties centered in Maine (*see* Blue Brief at 6-7); (ii) because it does not believe the fourth factor of the most significant contacts and relationships test, *i.e.* the domicile, residence, nationality, and place of the parties, favors Maine law (Blue Brief at 7-8); and (iii) because it perceives the policy interests involved to favor Maine (Blue Brief at 8-14). As discussed below, however, Envirovantage's arguments are unsustainable.

The trial court correctly concluded that Massachusetts law is controlling. Generally, "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 v. Allstate Ins. Co.*, 2003 ME 72, ¶ 16 (quoting RESTATEMENT

(SECOND) CONFLICT OF LAWS § 146 (1971)). "The rights and liabilities of the parties with respect to an issue in tort are determined by the local law of the state which, with respect to that issue, has the most significant relationship to the occurrence and the parties under the principles stated in § 6." *Collins v. Trius, Inc.*, 663 A.2d 570, 573 n.5 (Me. 1995) (quoting RESTATEMENT (SECOND) CONFLICT OF LAWS § 145(1)). The contacts to be considered in determining which law applies include:

> (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. (quoting RESTATEMENT (SECOND) CONFLICT OF LAWS § 145(2)).

In application, the court must "isolate the issue, . . . identify the policies embraced in the laws in conflict, and finally . . . examine the contacts with the respective jurisdictions to determine which jurisdiction has a superior interest in having its policy or law applied." *Id.* at 573. "When parties to litigation share a common domicile, Maine courts consider this a significant contact favoring application of the common jurisdiction's law." *Quirion v. Veilleux*, No. CV-10-016, 2012 Me. Super. LEXIS 17, *12-13 (Me. Super. Ct. Feb. 3, 2012) (citing *Collins*, 663 A.2d at 573). "This is especially true when the area of law to be applied serves the purpose of loss-allocation, rather than conduct-regulation." *Id.* Indeed, as the Court in *Collins* observed:

> The superiority of the common domicile as the source of law governing loss-distribution issues is evident. At its core is the notion of a social contract, whereby a resident assents to casting her lot with others in accepting burdens as well as benefits of identification with a particular community . . . .

Collins, 663 A.2d at 573.

In this case, there can be no question that the most significant contacts and relationships test points to Massachusetts over Maine. Appellee resided in Massachusetts. Appellee received workers' compensation benefits under the Mass WCA. The Staffing Contract designated Massachusetts in the choice-of-law provision. Enviro Staffing was a Massachusetts-based company, and Envirovantage was a New Hampshire-based company. And the employment relationship primarily formed in Massachusetts. For these reasons, the trial court properly found that Massachusetts was the place where the relationship between the parties was centered, and its conclusion that the fourth factor of the most significant contacts and relationships test also favored Massachusetts is supported by the record.

Envirovantage's attempt to appeal to policy interests is equally unavailing. As Envirovantage notes in its Brief, the trial court's decision acknowledged that "Maine has an indisputable policy interest in preserving employer immunity under the [Maine WCA] within its borders." (Blue Brief at 9 (citing A. 9).) Envirovantage then cites to a litany of cases from other jurisdictions in an effort to

buoy its argument regarding policy considerations. (*See* Blue Brief at 10-14.) Importantly, however, Envirovantage does not demonstrate any error in the trial court's conclusion that "Massachusetts' interest in regulating workers' compensation immunity for corporations that use Massachusetts staffing agencies that hire Massachusetts employees sufficiently outweighs Maine's general interest in governing liability within the state." (A. 11.)

Nor does Envirovantage address the issue central to policy considerations in the context of conflicts of law. That is, Envirovantage simply ignores the fact that policy interests are more compelling to the analysis when "the rule at issue is primarily 'loss-allocating' rather than 'conduct-regulating.'" (*See* A. 10 (citing and quoting *Collins v. Trius, Inc.*, 663 A.2d 570, 573 (Me. 1995)). This case does not involve the regulation of conduct within Maine's borders; instead, it concerns the loss allocation among parties whose relationship centered upon Massachusetts. As such, Envirovantage grossly overstates the significance of policy considerations in this particular case.

For these reasons, the trial court's determination that the most significant contacts and relationships test favored Massachusetts over Maine was derived from a proper application of the facts to applicable law. And none of Envirovantage's arguments in its Brief are sufficient to warrant reversal of the trial court's well-reasoned conflicts of law analysis.

C. Envirovantage Is Not Entitled to Immunity

Envirovantage next argues that the trial court erred in concluding that Envirovantage was "not an insured party liable for payment." (Blue Brief at 14.) Envirovantage's arguments on this point also fail.

In its analysis of this issue, the trial court correctly held that, because "Enviro Staffing is the general employer and [Envirovantage] is the special employer," then "absent an agreement making [Envirovantage] both the 'insured person' or 'liable for carrying workers' compensation insurance and paying worker's compensation benefits,' Enviro Staffing is the presumptive responsible party." (A. 15.) The trial court then contrasted this case with the decision in *Molina v. State Garden, Inc.*, 37 N.E.3d 39 (Mass. App. Ct. 2015), observing that, unlike the facts in *Molina*, "there was no alternate employment endorsement in a worker's compensation policy here that would make [Envirovantage] an insured person." (A. 15.) Importantly, Envirovantage has failed to present any factual or legal basis to suggest that the trial court erred in rendering this determination.

Nevertheless, Envirovantage seeks to avoid the consequences of not having an alternate employment endorsement by asserting that it reimbursed Enviro Staffing for workers' compensation premiums. (*See* Blue Brief at 16-17.) The trial court rightly rejected this argument based on the decision in *Robidoux v. Muholland*, 642 F.3d 20 (1st Cir. 2011). More specifically, the trial court found

that Envirovantage's reimbursements to Enviro Staffing did not render it an insured or responsible party for purposes of immunity under the Mass WCA. (*See* A. 15 (citing *Robidoux*, 642 F.3d at 24).) Indeed, as held in *Numberg v. GTE Transport, Inc.*, 607 N.E.2d 1 (Mass. App. Ct. 1993), the reimbursements in this case are evidence that:

> [Envirovantage] agreed to pay [Enviro Staffing] periodically a specified amount attributable to the cost of providing workers' compensation benefits. [Envirovantage] did not agree, however, to pay compensation benefits. The effect of the financial terms of the agreement between [Enviro Staffing] and [Envirovantage] was not to shift responsibility for payment of workers' compensation benefits to [Envirovantage] . . . . [Because such an agreement cannot be interpreted] as altering [Enviro Staffing]'s obligation under G. L. c. 152 § 18, to pay compensation to its employees, the two-part test for immunity from liability . . . has not been satisfied.

Numberg, 607 N.E.2d 1, 3-4,

For these reasons, Envirovantage's attempt to characterize *Robidoux* as anything other than dispositive on this particular issue has no merit whatsoever, and this Court should affirm the trial court's conclusion that Envirovantage is not entitled to immunity under the Mass WCA.

IV. CONCLUSION

Envirovantage's arguments all fail to demonstrate any reversible error in the trial court's well-reasoned analysis of the legal issues presented by Envirovantage's Motion for Summary Judgment. This Court should therefore affirm the decision below and dismiss this interlocutory appeal.

/s/ Francis X. Quinn
Francis X. Quinn, Bar No. 006855
BOYNTON WALDRON DOLEAC WOODMAN & SCOTT, P.A.
82 Court Street
Portsmouth, NH 03801
Tel: (603) 436-4010
fquinn@nhlawfirm.com

CERTIFICATE OF SERVICE

I, Francis X. Quinn, attorney for Appellee, Roberto Valmont-Olivier, certify that I will, upon notification of approval of this Brief by the Court, email and mail (by US mail) copies of this Brief to the attorneys listed below:

Jeffrey T. Edwards, Esq.
John J. Cronan, Esq.
One City Center – P.O. Box 9546
Portland, ME 04112-9546

Dated: 10/31/2025

/s/ Francis X. Quinn
Francis X. Quinn, Bar No. 006855