SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-4963-15T1

CARLOS ARIEL DETRES,

Petitioner-Respondent,

v.

WORKFORCE LOGISTICS CORP.,

Respondent-Respondent.

CARLOS ARIEL DETRES,

Petitioner-Respondent,

v.

SAMUELS, INC., t/a
BUY-WISE,

Respondent-Respondent.

Argued June 7, 2017 – Decided August 25, 2017

Before Judges Simonelli, Carroll and Gooden Brown.

On appeal from the Division of Workers' Compensation, Department of Labor and Workforce Development, Claim Petition Nos. 2013-30674 and 2013-32832.

James Santomauro argued the cause for appellant Public Service Mutual Insurance Company (Biancamano & DiStefano, PC, attorneys; Mr. Santomauro, of counsel and on the briefs).

Christopher P. Gargano argued the cause for respondent Carlos Ariel Detres.

James P. Paoli argued the cause for respondent Workforce Logistics Corp. (Cooper Levenson, PA, attorneys; Walter J. LaCon, on the brief).

Thomas S. Novak argued the cause for respondents New Hanover Insurance Company and Samuels, Inc., t/a Buy-Wise (Sills Cummis & Gross, PC, attorneys; Mr. Novak, of counsel and on the brief; Michael J. Pisko, on the brief).

PER CURIAM

By leave granted, Public Service Mutual Insurance Company (Public Service) appeals from the May 9, 2016 order of the Division of Workers' Compensation denying Public Service's motion for summary judgment regarding insurance coverage. The judge of compensation determined that Public Service was responsible for workers' compensation coverage to Workforce Logistics Corporation (Workforce) for a work-related accident of Carlos Ariel Detres (Detres), a worker provided by Workforce, and that Public Service was required to provide Workforce with attorney representation. For the reasons that follow, we affirm.

I.

Workforce is a New York company that provides temporary labor specializing in warehouse operations for the automotive industry. Workforce places workers with companies in New York and New Jersey. Buy Wise, an automotive parts distributor owned by Samuels, Inc., was one of the companies for which Workforce provided temporary laborers pursuant to an oral agreement. Buy Wise operated from New Jersey locations at 2091 Springfield Avenue in Vauxhall and 32 Bishop Street in Jersey City. Buy Wise's Jersey City location is the site of the accident that is central to this litigation.

On April 23, 2013, Workforce submitted an application for workers' compensation coverage to Public Service. The application listed two worksite locations, both in New York. The application also indicated that no employees "travel out of state[,]" or "perform work for other businesses or subsidiaries[,]" and that Workforce did not "lease employees to or from other employers[.]" On April 26, 2013, Public Service sent Workforce a workers' compensation insurance policy quote, which included a proposed draft of a workers' compensation insurance policy contract for coverage from April 23, 2013 to April 23, 2014.

Thereafter, Public Service issued a Workers' Compensation and Employer's Liability Insurance Policy to Workforce for the policy period May 1, 2013 to May 1, 2014, for an annual premium of $15,450

for coverage up to $100,000 for each "bodily injury by accident." The policy provided coverage for two locations in New York, one in Jamaica and one in Glendale, and noted no other coverage locations. Under the policy provisions, only the workplaces and locations listed in the policy were covered and Public Service had "no duty to defend a claim, proceeding, or suit that [was] not covered[.]" Further, under the policy, "[b]odily injury by accident must occur during the policy period" to be covered and the policy specified that the Workers' Compensation Law of New York shall apply.

On October 18, 2013, Detres, a New Jersey resident and temporary worker provided by Workforce to Buy Wise, suffered severe injuries when he was struck by a truck while working at Buy Wise's Jersey City location. Detres filed a workers' compensation employee claim petition against Workforce and against Buy Wise, seeking workers' compensation benefits and asserting that he suffered major head trauma, major hearing impairment, neck injuries, damage to his eyes and vision, speech impairment, and extreme pain. In an answer filed on December 3, 2013, and amended on January 9, 2014, Workforce denied that Detres had a compensable accident arising out of or in the course of employment with Workforce and Public Service denied that it provided workers' compensation coverage to Workforce in New Jersey.

On January 28, 2014, the judge of compensation ordered Buy Wise to "provide [Detres] with temporary disability benefits from the date of [the accident] until further order of the court" and "provide [Detres] with all necessary medical treatment for injuries relating to the [October 18, 2013] incident." The order was entered "without prejudice" to Buy Wise and "subject to the [c]ourt's disposition on issues of joint employment and coverage." At the time of Detres' accident, Buy Wise was insured by Hanover Insurance Company (Hanover).

Public Service contested coverage of Detres' accident, asserting that the policy in effect at the time of the accident provided coverage for two New York locations only and the addition of the New Jersey locations by endorsement occurred subsequent to the accident. Following Detres' accident, on December 12, 2013, Benjamin Markan of JPS Remco Agency, the agency that purportedly placed workers' compensation coverage for Workforce, sent an email to Ganesh Narin, an Office Manager with Workforce, informing him that "there [was] no workers' compensation coverage for any [New Jersey] locations" in Workforce's policy with Public Service. Markan requested that Narin send him the address and payroll amount for the New Jersey location so that it could be added to the policy as soon as possible to avoid "other claims without coverage in place." On the same date, Judy Truitt, a Commercial Underwriting

Manager with the Simon Agency, sent an email to Markan requesting that he add two New Jersey locations to Workforce's account, namely, 2091 Springfield Avenue in Vauxhall with a payroll of $100,000, and 32 Bishop Street in Jersey City with a payroll of $20,000.

On January 6, 2014, Sharon Ramlochan, a Commercial Underwriter with the Simon Agency, sent an email to Markan inquiring whether December 23, 2013 should be the effective date for the workers' compensation coverage for the New Jersey locations. In response, Markan inquired whether the coverage could be backdated any further. Ramlochan replied that since the request to add the New Jersey locations was sent on December 16, 2013, she would request that December 16, 2013 be the effective date, to which Markan agreed. Thereafter, Ramlochan contacted Irina Kletsel, a Senior Technical Underwriter with Magna Carta Companies, and requested that the Vauxhall and Jersey City locations be added to Workforce's workers' compensation coverage with an effective date of December 16, 2013.

On January 8, 2014, the policy was amended to add coverage for the Vauxhall and Jersey City locations. The annual premium for the amended policy totaled $28,366, reflecting an increase of $12,916 from the previously charged premium for the two New York locations only. Ultimately, Public Service charged an additional

premium of only $4,816, which it contends reflects coverage beginning on January 8, 2014. However, the amended policy listed the same policy period from May 1, 2013 to May 1, 2014, encompassing the date of the accident, and listed both the Jersey City and Vauxhall locations as covered locations along with the two New York locations. Further, the amended policy contained no qualifying language regarding a later effective date of coverage for the two New Jersey locations and, like the original policy, included a choice of law provision that New York law shall apply.[1]

On December 15, 2015, Hanover and Buy Wise moved for partial summary judgment and a determination that coverage for Detres' injuries be provided by either Public Service, or, alternatively, the Uninsured Employer's Fund, and directing Public Service or the Uninsured Employer's Fund to reimburse Hanover for workers' compensation benefits paid to Detres. On January 25, 2016, Public Service opposed Hanover's and Buy Wise's motion and moved for summary judgment and a determination that Public Service's workers' compensation policy with Workforce did not cover the Detres accident.

On May 3, 2016, following oral argument, the judge of

[1] Thereafter, Workforce renewed the workers' compensation policy with Public Service for the policy term of May 1, 2014 to May 1, 2015, with an estimated annual premium of $30,000.

compensation determined that Public Service was required to provide coverage for benefits under the workers' compensation insurance policy with Workforce, including "an obligation to provide legal representation" for Workforce. The judge explained that his decision was "grounded in a number of alternative" theories. First, the judge premised his decision on "the plain language of the policy as it existed up until its termination[.]" According to the judge, the policy expressly "stated that the New Jersey locations were included, the location where [Detres] was injured, and the term of that policy by the plain and explicit language, included the period of time during which [Detres] was injured." The judge rejected Public Service's argument that coverage of the New Jersey locations should be limited to the period from January 8, 2014 to May 1, 2014, finding that such a limitation on the policy could have been "easily achieved" by the insertion "of a single sentence, . . . which was not inserted[.]"

Next, while the judge acknowledged "that the activities of the parties and the action to amend the policy taken in January, may arguably create an ambiguity[,]" the judge resolved that ambiguity against Public Service under "the law of both New York and New Jersey" by considering the following two principles:

> Number one, it is resolved when there is a choice of interpretation to the detriment of the party drafting the contract, the

> contract of adhesion, . . . to the detriment of the insurance carrier in this instance, but that's a general principle applying to all contracts of adhesion. In addition to that, there is a general principle also in agreement with both New York and New Jersey, that contracts of insurance are interpreted to favor coverage rather than non-coverage.
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> So both of those principles would militate towards a finding of coverage in this instance, and I so find.

Finally, the judge addressed "the choice of law argument[,]" and concluded that, under that analysis, Public Service was required to provide coverage. The judge reasoned:

> [T]he choice of law determinations made by [c]ourts in New Jersey are based upon the governmental interest. Clearly, [the] interest of the State of New Jersey and its public policy, would afford coverage to workers in the situation of [Detres]. The fact that this is a tragic and profoundly damaging incident, put aside for a moment, New Jersey has chosen by its law to address the issue of giving coverage by specifically providing when you write an insurance policy, when you give insurance for [w]orkers' [c]ompensation in New Jersey, you are covering all of the employees of that employer. I believe it's [N.J.S.A. 34:15-87]. If that law is applied, clearly when Public Service wrote the contract that contemplated the possibility of locations outside of the State of New York, they were covering by operation of New Jersey law, all employees of that employer, and Public Service itself makes the point, and the exact nature of the business conducted by Workforce makes [that] subject to further definition, but clearly Public Service's argument, is that they provide employees in the auto retail and wholesale business to

> operate, and that is the very business that Workforce was conducting in the State of New Jersey.
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> So clearly, under application of New Jersey law, that coverage would be extended to [Detres], and to his circumstances, and the governmental interest of the State of New Jersey and choice of law, overwhelming[ly] militates that New Jersey's interest is superior in this particular instance.

On May 9, 2016, the judge entered a memorializing order. On May 27, 2016, pursuant to Rule 2:2-4, Public Service moved for leave to file an interlocutory appeal, which we granted on July 14, 2016.[2] This appeal followed.

On appeal, Public Service argues that: (1) there is insufficient credible evidence in the record to support the ruling; (2) the court should have applied New York law pursuant to the contracted-for choice of law provision in the policy; (3) under either New York or New Jersey law, Workforce's policy did not cover Detres' injury because the amendment to the policy did not apply retroactively; (4) N.J.S.A. 34:15-87 is inapplicable because Hanover insured the New Jersey locations; and (5) Workforce is not entitled to workers' compensation coverage for this accident because it made material misrepresentations in the application.

[2] On May 27, 2016, Public Service also moved before the judge of compensation for a stay pending appeal, which application was denied on June 17, 2016.

II.

The standard governing appellate intervention in workers' compensation cases is

> 'whether the findings made could reasonably have been reached on sufficient credible evidence present in the record,' considering 'the proofs as a whole,' with due regard to the opportunity of the one who heard the witnesses to judge of their credibility . . . and, . . . with due regard also to the agency's expertise where such expertise is a pertinent factor.
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> [Close v. Kordulak Bros., 44 N.J. 589, 599 (1965) (quoting State v. Johnson, 42 N.J. 142, 162 (1964)).]

Judges of compensation "are regarded as experts, and their findings are entitled to deference," so long as they are "supported by articulated reasons grounded in the evidence." Lewicki v. N.J. Art Foundry, 88 N.J. 75, 89-90 (1981) (citations omitted). Only where the court's decision is erroneous in light of the credible evidence on the record so as to create an unjust result may this court disturb the trial court's judgment. See Perez v. Monmouth Cablevision, 278 N.J. Super. 275, 282 (App. Div. 1994), certif. denied, 140 N.J. 277 (1995).

"However, where the focus of the dispute is not on credibility but, rather, alleged error in the trial judge's evaluation of the underlying facts and the implications to be drawn therefrom," the scope of appellate review is somewhat broader. Manzo v.

Amalgamated Indus. Union Local 76B, 241 N.J. Super. 604, 609 (App. Div.), certif. denied, 122 N.J. 372 (1990). "Where our review of the record 'leaves us with the definite conviction that the judge went so wide of the mark that a mistake must have been made,' we may 'appraise the record as if we were deciding the matter at inception and make our own findings and conclusions.'" Ibid. (quoting Snyder Realty, Inc. v. BMW of N. Am., Inc., 233 N.J. Super. 65, 69 (App. Div. 1989)). We will afford no deference to a judge of compensation's interpretation of the law and review legal questions de novo. Renner v. AT&T, 218 N.J. 435, 448 (2014).

Here, applying an expanded scope of review, we are satisfied that the judge's evaluation of the underlying facts and the legal implications to be drawn therefrom were correct. Public Service argues that the compensation judge erroneously determined that the insurance contract afforded coverage to Workforce for Detres' accident. Public Service asserts that the judge was mistaken in finding that the contract was one of adhesion and in interpreting the contract to favor coverage. Public Service also argues that the emails between the parties reveal their intention to make coverage effective beginning in December 2013, some two months after the date of the accident.

In assessing the meaning of provisions in an insurance contract, courts first look to the plain meaning of the language

at issue. Chubb Custom Ins. Co. v. Prudential Ins. Co. of Am., 195 N.J. 231, 238 (2008). "If the language is clear, that is the end of the inquiry." Ibid. Thus, "[w]hen the terms of an insurance contract are clear, it is the function of a court to enforce it as written and not to make a better contract for either of the parties." Kampf v. Franklin Life Ins. Co., 33 N.J. 36, 43 (1960). Rather, when "the language of a contract is plain and capable of legal construction, the language alone must determine the agreement's force and effect." Manahawkin Convalescent v. O'Neill, 217 N.J. 99, 118 (2014) (citations omitted).

However, "[w]hen the provision at issue is subject to more than one reasonable interpretation, it is ambiguous, and the 'court may look to extrinsic evidence as an aid to interpretation.'" Templo Fuente de Vida Corp. v. Nat'l Union Fire Ins. Co. of Pittsburgh, 224 N.J. 189, 200 (2016) (quoting Chubb Custom, supra, 195 N.J. at 238). Whether an ambiguity exists in a contract is a question of law. Nester v. O'Donnell, 301 N.J. Super. 198, 210 (App. Div. 1997).

In the case of insurance contracts specifically, "the general rule of construction [is] that if the controlling language of a policy will support two meanings, one favorable to the insurer and the other to the insured, the interpretation favoring coverage should be applied[.]" Butler v. Bonner & Barnewell, Inc., 56 N.J.

567, 576 (1970) (citing Mazzilli v. Accident & Cas. Ins. Co., 35 N.J. 1, 7 (1961)); see also Doto v. Russo, 140 N.J. 544, 556 (1995) (noting that "New Jersey courts often have construed ambiguous language in insurance policies in favor of the insured and against the insurer"); Simonetti v. Selective Ins. Co., 372 N.J. Super. 421, 429 (App. Div. 2004) (holding that insurance "coverage clauses should be interpreted liberally, whereas those of exclusion should be strictly construed").

Further, insurance "contracts are to be [construed] in a manner that recognizes the reasonable expectation of the insured." Zuckerman v. Nat. Union Fire Ins. Co., 100 N.J. 304, 320-21 (1985). "Moreover, [w]hile specific words may not be ambiguous, the context in which they are used may create an ambiguity. The court's responsibility is to give effect to the whole policy, not just one part of it." Cypress Point Condo. Ass'n v. Adria Towers, LLC, 226 N.J. 403, 416 (2016) (citations omitted).

Governed by these principles, we agree with the judge that Detres' accident was covered under Public Service's insurance contract. The contract term was unambiguous. Although Workforce's two New Jersey locations were not covered in the initial insurance policy, the amendment to the policy issued on January 8, 2014 clearly indicated that the Jersey City and Vauxhall locations were covered under the policy for the period May 1, 2013 to May 1,

2014. Public Service argues that the intention of the parties as evident in the emails between them was that coverage of the two New Jersey locations was not to begin until December 16, 2013, at the earliest. We are satisfied that the judge properly declined to consider these communications as extrinsic evidence as the contract was unambiguous on its face.

Equally unavailing are Public Service's arguments that the additional premium charged in the amount of $4,816 reflected a pro-rated start date of January 8, 2014, and the schedule of policy changes contained in the amended policy, stating "1/8/2014 – [a]dd two locations," created ambiguities that require us to look to extrinsic evidence. All four locations were clearly specified in the amended policy as covered for the period May 1, 2013 to May 1, 2014, and there was no qualifying language indicating that coverage of the two New Jersey locations was partial or did not run for the entire policy period May 1, 2013 to May 1, 2014. We will not manufacture an ambiguity where none exists. Chubb, supra, 195 N.J. at 238.

Public Service also argues that the judge's application of N.J.S.A. 34:15-87 to this case was "misguided" as it is "undisputed" that Hanover provided insurance coverage for Buy Wise at the Jersey City location. Accordingly, Public Service argues that N.J.S.A. 34:15-87 "does not apply to this case because the

location that was excluded from the policy was 'concurrently separately insured' by Hanover."

N.J.S.A. 34:15-87 states in pertinent part:

> No policy of insurance against liability arising under [the Workers' Compensation Law] shall contain any limitation of the liability of the insurer to an amount less than that payable by the assured on account of his entire liability under this chapter, and no provision of such policy shall be construed to restrict the liability of the insurer to any stated business, plant, location, or employment carried on by an assured unless the business, plant, location, or employment excluded by such restriction shall be concurrently separately insured or exempted as provided for in this article.

In Lohmeyer v. Frontier Ins. Co., 294 N.J. Super. 547 (App Div. 1996), certif. denied, 148 N.J. 461 (1997), we interpreted N.J.S.A. 34:15-87 to mandate workers' compensation coverage "for all business related activities [of a covered employee], even if the policy does not cover the particular location at which the injuries occurred." Id. at 549. In Lohmeyer, we reversed the trial court's dismissal of a claim petition of a trainer who was thrown from a horse and injured while employed by a stable at a facility that was not specified in the stable's workers' compensation insurance policy. We determined that "[a] policy which purports to provide workers' compensation coverage is governed by the workers' compensation laws and must conform with

its regulatory policy" and held that in the absence of evidence that other insurance existed or that the stable was self-insured, "the policy, as written, provided workers' compensation coverage for [the trainer.]" Id. at 556-57.

Here, Hanover stipulated only to the fact that it insured Buy Wise. Contrary to Public Service's contention, Buy Wise has disputed being Detres' employer. However, it is undisputed that, at the very least, Public Service provided workers' compensation coverage to Workforce's New York locations. Thus, under N.J.S.A. 34:15-87, Public Service was required to provide workers' compensation coverage to Workforce's New Jersey locations as well.

Public Service argues further that it did not intentionally exclude the Jersey City location from coverage in the first insurance policy, but omitted such coverage only because Workforce misrepresented that it did business in New York only. Given Workforce's purposeful and material misrepresentations, Public Service asserts that N.J.S.A. 34:15-87 does not apply and Workforce's workers' compensation insurance policy with Public Service is void based on the "willful misrepresentation that it had no New Jersey locations."

An insurer may void a policy due to post-loss misrepresentation if the misrepresentation was knowing and material. Longobardi v. Chubb Ins. Co., 121 N.J. 530, 540 (1990).

However, fraudulent statements made in an application for a workers' compensation insurance policy cannot be the basis for voiding the policy. Am. Millennium Ins. Co. v. Berganza, 386 N.J. Super. 485, 490-91 (App. Div. 2006). Citing N.J.S.A. 34:15-83 and -84, which creates a direct relationship between the insurer and the insured's employees, we noted that

> [w]hatever the rights may be between the carrier and the insured employer, so long as the policy, once it is issued, is outstanding, the carrier's liability to the injured employee remains. No question of warranties or of false representations made by the employer in securing the policy and no stipulations of the policy as between the employer and carrier have force or effect as between the carrier and such an employee who was injured while the policy is outstanding.
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> . . . .
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> [A]s between the insurance carrier and the employee[,] the fact that a policy is issued upon untrue statements made by the employer [to the insurance carrier] is no defense [to liability].
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> [Id. at 490-91 (citations and quotations omitted).]

Public Service's argument is the same argument we rejected in Berganza and the same result applies here.

Public Service argues that New York law should apply to the contract dispute because "the weight of the evidence clearly shows that New York . . . has a superior interest in this matter." As

a result, Public Service asserts that the compensation judge erred in its legal analysis and application of the choice-of-law test to the facts. To support its argument, Public Service stresses that a New York insurance company provided insurance to a New York company for two New York locations based on a policy specifying that New York law shall apply, and an application stating that employees did not travel out of state and did not perform work for other businesses, and that the company did not lease employees to other companies.

As we have held,

> In general, our Supreme Court has rejected the traditional choice-of-law rule of lex loci delicti (for torts) and lex loci contractus (for insurance contracts) in favor of a more flexible 'governmental-interest' standard, which requires application of the law of the state with the greatest interest in, or most significant connections with, the issues raised or the parties and the transaction.
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> [Lonza, Inc. v. The Hartford Accident & Indem. Co., 359 N.J. Super. 333, 342 (App. Div. 2003) (citing Veazey v. Doremus, 103 N.J. 244, 247-49 (1986)).]

"The first step in this choice-of-law analysis is an inquiry into whether there is 'an actual conflict' between the laws of this state and another." Lonza, supra, 359 N.J. Super. at 342 (citations omitted). "'Any such conflict is to be determined on an issue-by-issue basis.'" Ibid. (quoting Veazey, supra, 103 N.J.

at 248). The second step in the analysis is for the court to "'determine the interest that each state has in resolving the specific issue in dispute.'" Id. at 345 (quoting Gantes v. Kason Corp., 145 N.J. 478, 485 (1996)). For the third step, the court is required to determine "how strongly the contacts involved relate to each state's policy and whether application of one law will further or frustrate the policies of the other state." Walsh v. Mattera, 379 N.J. Super. 548, 555 (App. Div. 2005).

In applying the governmental interest test, New Jersey courts consider the following factors set forth in Section 6 of the Restatement:

> (a) the needs of the interstate and international systems,
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> (b) the relevant policies of the forum,
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> (c) the relevant policies of other interested states and the relative interests of those states in the determination of the particular issue,
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> (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 Conflict of Laws, § 6 (1971).]

See also Gilbert Spruance Co. v. Pa. Mfrs. Ass'n Ins. Co., 134 N.J. 96, 103 (1993).

Specifically with respect to casualty-insurance contracts, our Supreme Court held that the choice-of-law analysis must first look to Restatement § 193 which "provides that the law of the state that 'the parties understood was to be the principal location of the insured risk . . . [governs unless] some other state has a more significant relationship under the principles stated in §6 to the transaction and the parties[.]'" Gilbert Spruance, supra, 134 N.J. at 112 (quoting Restatement (Second) of Conflict of Laws, § 193 (1971)). Such a determination necessarily requires a fact specific case-by-case analysis. Pfizer, Inc. v. Emplrs Ins., 154 N.J. 187, 190 (1998).

Notably, in N. Bergen Rex Transp. v. Trailer Leasing Co., 158 N.J. 561 (1999), our Supreme Court held that "'[o]rdinarily, when parties to a contract have agreed to be governed by the laws of a particular state, New Jersey courts will uphold the contractual choice if it does not violate New Jersey's public policy.'" Id. at 568 (quoting Instructional Sys., Inc. v. Computer Curriculum Corp., 130 N.J. 324, 341 (1992)).

However, New Jersey law will govern if:

> (a) the chosen state has no substantial relationship to the parties or the transaction and there is no other reasonable basis for the parties' choice, or
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> (b) application of the law of the chosen state would be contrary to a fundamental policy of a state which has a materially greater interest than the chosen state in the determination of the particular issue and which . . . would be the state of the applicable law in the absence of an effective choice of law by the parties.
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> [Id. at 568-69 (quoting Instructional Sys., supra, 130 N.J. at 342).]

Given the choice of law provision in the contract at issue here, the test established in N. Bergen Rex Transp. will guide our analysis. To that end, we must first determine whether there is an actual conflict between the laws of New Jersey and New York. New York law allows a workers' compensation carrier to exclude specific locations from an insured's policy, NY CLS Work Comp §54(4), whereas New Jersey law expressly precludes such exclusion, N.J.S.A. 34:15-87. Accordingly, there is an actual conflict between the laws of New York and New Jersey.

Next, we must determine which state has the greater interest in resolving the specific dispute. It is undisputed that Detres was a New Jersey resident at the time of the accident, and that the site of the injury was his workplace in Jersey City. "Traditionally, an injury in New Jersey will trigger jurisdiction

in the New Jersey compensation court." Connolly v. Port Auth. of N.Y. and N.J., 317 N.J. Super. 315, 320 (App. Div. 1998) (citing Boyle v. G. & K. Trucking Co., 37 N.J. 104, 108 (1962)). Likewise, "[t]he employee's New Jersey residency appears, as well, to be sufficient at least where there are also some employment contacts in New Jersey[.]" Ibid. (citations omitted). Even "where there exists neither location of the injury, location of the employment contract or hiring, or residency of the employee in New Jersey, jurisdiction may still arise where the 'composite employment incidents present [a]n . . . identification of the employment relationship with this State." Id. at 320-21 (quoting Phillips v. Oneida Motor Freight, Inc., 163 N.J. Super. 297, 303 (App. Div. 1978)) (alterations in original).

While we acknowledge that two New York corporations entered into a contract for workers' compensation insurance coverage, and the original policy applied only to the New York locations, we are satisfied that application of New York law would be contrary to the fundamental policies and protections of New Jersey's Workers' Compensation law. Moreover, given New Jersey's materially greater interest in the determination of this dispute, New Jersey's law would undoubtedly apply in the absence of a contrary choice of law provision in the insurance contract.

Pursuant to N.J.S.A. 34:15-87, New Jersey has a strong

interest in ensuring that employers and insurance carriers do not exclude certain employment locations from coverage. Consistent with this worker-friendly philosophy, New Jersey courts have interpreted the Workers' Compensation statute to achieve such results. See Sroczynski v. Milek, 396 N.J. Super. 248, 256 (App. Div. 2007), aff'd, 197 N.J. 36 (2008) (holding that there is a strong public policy presumption favoring determining workers' compensation coverage); Daniello v. Machise Express Co., 119 N.J. Super. 20, 23-24 (Law Div. 1972), aff'd, 122 N.J. Super. 144 (App. Div. 1973) (holding that "[t]o accomplish the purposes for which [N.J.S.A. 34:15] was enacted, the court will give its provisions the most liberal construction that it will reasonably bear in favor of the injured employee in order to avoid harsh results to the worker and his [or her] family.")

Further, applying New Jersey law would not frustrate principles of New York's Workers' Compensation law. Rather, the same conclusion would likely be reached under New York law where NY CLS Work Comp § 54(4) was afforded a "liberal construction" to find coverage in a workers' compensation insurance policy as long as the court did not "extend the coverage of the policy to an accident occurring at a location clearly outside of its terms[.]" Scammell v. Deleece Pastries, Inc., 212 N.Y.S.2d 546, 547 (N.Y. App. Div. 1961). See also Thomson v. Brute Spring & Equip., Inc.,

789 N.Y.S.2d 753, 754 (N.Y. App. Div. 2005) (finding no coverage where "nothing in the carrier's policy in effect at the time of [the worker's] injury addresse[d] the nature of the work which [the worker] was performing or purport[ed] to cover the location at which he performed it[.]"). Here, since the amended insurance policy in effect on the October 18, 2013 accident date explicitly provided coverage to Detres' work location, the same conclusion would obtain had New York law applied.

In addition, it cannot be said that the justified expectations of the parties would be frustrated by application of New Jersey law. Detres is a New Jersey resident working at a New Jersey work site when he was injured. It is not outside the realm of possibility that New Jersey's Workers' Compensation law would determine coverage. Finally, as to ease in the determination and application of the law to be applied, both factors weigh in favor of applying New Jersey law for the same reason. Although both Workforce and Public Service are New York corporations, they purposefully availed themselves of New Jersey law by doing business in New Jersey and contracting for workers' compensation coverage of a New Jersey location. Indeed, in these circumstances, application of New Jersey law provides fairness and certainty to the parties involved. In sum, a choice of law analysis weighs heavily in favor of applying New Jersey law in this instance.

Accordingly, we affirm the decision of the judge of compensation.

Affirmed.