NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-4007-06T2

SELECTIVE INSURANCE COMPANY,

Plaintiff-Appellant,

v.

COACH LEASING, INC.,

Defendants-Respondents,

and

SEDGWICK CLAIMS MANAGEMENT,[1]

Defendant.

Argued April 9, 2008 - Decided June 16, 2008

Before Judges Axelrad, Payne and Messano.

On appeal from the Superior Court of New Jersey, Law Division, Sussex County, Docket No. L-592-05.

Robert P. Clark argued the cause for appellant (Clark & DiStefano, attorneys; Mr. Clark, on the brief).

Kimberly A. Murphy argued the cause for respondent Coach Leasing, Inc. (Mintzer,

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[1] Although Sedgwick Claims Management is included in the notice of appeal, plaintiff has not appealed from the September 8, 2006, order that dismissed Sedgwick from the litigation. Plaintiff has not addressed any issues regarding Sedgwick's liability in its brief, and therefore we do not consider them. R. 2:6-2; In re Freshwater Wetlands Permit, 379 N.J. Super. 331, 334 n.1 (App. Div. 2005).

Sarowitz, Zeris, Ledva & Meyers, attorneys;
Ms. Murphy, on the brief)

PER CURIAM

Plaintiff Selective Insurance Company (Selective) appeals from a series of three orders entered by the motion judge. The first, dated November 1, 2006, vacated a previously entered default judgment in favor of Selective as against defendant Coach Leasing, Inc. (Coach), and permitted Coach to file an answer to Selective's complaint; the second, dated December 15, 2006, denied Selective's motion for reconsideration; and the third, dated March 2, 2007, denied Selective's motion to summarily confirm two previously-entered arbitration awards in favor of Selective, as against Coach, and granted Coach's motion to vacate the awards "with prejudice." We have considered the arguments raised by the parties in light of the record and applicable legal standards. We reverse.

I.

The litigation has its genesis in a July 9, 2000, motor vehicle accident in which a vehicle owned and operated by Selective's insured, Justino Martinez, collided with a bus owned and operated by Coach. Martinez and his passenger were both seriously injured in the accident, resulting in their claims for personal injury protection (PIP) benefits from Selective.

On July 18, 2002, Selective filed a subrogation action against Coach and Leisure Time Tours (Leisure Time) in Monmouth County 1) seeking reimbursement for the PIP benefits paid on behalf of its insured; 2) seeking to compel Coach's insurer to arbitrate Selective's reimbursement claim; or 3) alternatively, seeking to compel Coach, if self-insured or uninsured, to arbitrate the claim. The complaint also sought reimbursement for property damage benefits Selective paid to Martinez. On August 6, 2002, Selective filed an amended complaint adding Oneil A. Wright,[2] the bus driver, as a defendant.

On or about March 17, 2003, Coach filed a single answer to the amended complaint on behalf of itself, Leisure Time, and Wright. Of note, Coach admitted the allegation in plaintiff's complaint that Coach was self-insured "for purposes of automobile insurance." Jennifer L. Hechler of Mintzer, Sarowitz, Zeris, Ledva & Meyers, Esqs. was designated as trial counsel.

Meanwhile, Martinez and his passenger filed suit in Hudson County against all three defendants seeking damages for personal injuries resulting from the accident, and against Selective seeking PIP benefits. Martinez's attempts to consolidate the two actions were denied. On June 3, 2003, counsel for Selective

[2] Also spelled O'Neil A. Wright.

wrote to Hechler and advised her of the denial of the efforts to consolidate the two matters. He noted the motion judge's suggestion that the PIP subrogation case "be heard in an inter-company arbitration," and suggested that the parties use Arbitration Forums, Inc. (AFI), as the arbitrator. His letter closed, "If the above is acceptable to you, kindly execute the enclosed . . . [v]oluntary [s]tipulation of [d]ismissal [w]ithout [p]rejudice and return to this office . . . ." Hechler responded on June 11, 2003, by returning the executed stipulation that provided for dismissal of Selective's complaint and submission of the PIP dispute to binding arbitration before AFI. On July 7, 2003, Selective's counsel, John T. Rihacek, filed the stipulation with the court.

In the context of the motion practice that followed, Rihacek certified that he spoke to Hechler on June 17, 2003, was advised that Coach was self-insured, and that Sedgwick Claims Management (Sedgwick) served as third-party administrator of claims made against Coach. Hechler provided the claim number, as well as the name and address of the adjuster at Sedgwick, and Rihacek prepared first a handwritten note, and later a typed memo to his file, reflecting this information. Throughout this litigation, Coach has never denied that its attorney relayed this information to Rihacek, though it denies ever advising him

or anyone else on Selective's behalf that Sedgwick was authorized to accept service on behalf of Coach.

On September 3, 2003, Selective's counsel wrote Hechler to advise her that the matter would be heard before AFI as per the parties' agreement, and requested she provide "the name, address, adjuster, and claim number of the entity that will be representing the defendants" at the arbitration in the event that her law firm would not be representing Coach. The record does not reveal any response.

On November 4, 2004, Selective electronically filed its application with AFI and its counsel mailed a copy of the material to Coach, via regular and certified mail, in care of the Sedgwick claims adjuster whose name and address were previously supplied. The record reveals receipt of the material by Sedgwick.

A copy of the arbitration application was sent via regular mail to Hechler as a courtesy, though, since her law firm no longer maintained an office at the address to which the letter was mailed, it was apparently never received. In any event, Coach did not answer Selective's arbitration filing, and neither Coach nor Sedgwick appeared at the hearing before AFI that was held on January 26, 2005.

Selective presented its evidence and the arbitrator rendered a final decision on January 31, 2005, awarding

Selective $29,634.98 for payments made on behalf of Martinez and $54,614.02 for payments made on behalf of his passenger. Selective's attorney mailed copies of the arbitration awards, via regular and certified mail, to Sedgwick on March 4, 2005, and the record reveals that too was received.

After some initial attempts to have Coach pay the awards proved fruitless, Selective filed a one count complaint against Sedgwick in the Law Division in Sussex County seeking confirmation of the arbitration awards, the entry of judgment against Sedgwick, and costs and attorneys' fees.

On or about December 29, 2005, Hechler, now known as Jennifer L. Pustizzi, filed an answer and counterclaim on Sedgwick's behalf seeking an order vacating the arbitration awards. Sedgwick asserted that Coach was self-insured for "purposes of any and all liability claims," but also stated that "[a]t all times hereinafter mentioned, Coach [] was insured under a commercial insurance policy issued by USF&G Insurance Company, for purposes of both liability and PIP [] coverage." Sedgwick also admitted that it "was [] authorized to administrate certain liability claims on behalf of Coach []," but asserted that it was improperly named as a party to the litigation, and that it was never notified of the arbitration filing or hearing.

Selective moved to amend its complaint adding Coach as a defendant and simultaneously moved to confirm the arbitration awards against both defendants. On April 18, 2006, the judge entered an order confirming the arbitration awards against Sedgwick and Coach. Coach did not file an answer to the amended complaint and on June 1, 2006, at Selective's request, the judge entered another order vacating his prior order confirming the arbitration awards against Coach only, and entering default against Coach.

Over the ensuing weeks, counsel for Selective and Coach discussed the amount of PIP payments that had been made. Selective agreed, in a letter to Pustizzi dated June 7, 2006, that it would not seek the entry of default judgment against Coach, or move to execute on the confirmed arbitration award as to Sedgwick, for 30 days in order to give Coach time to pay the arbitration awards. However, on July 20, 2006, after no payment was made, Selective applied for the entry of default judgment against Coach. This was apparently unopposed, and the judge entered judgment in favor of Selective, against both Sedgwick and Coach, in the amount of $86,271.00 on July 25, 2006.

Coach, however, was in the process of filing its motion to vacate default contending that it had not answered in time because it was "attempting to resolve this matter by collecting certain documents from plaintiffs (sic) counsel" and that it was

also delayed in filing an answer because "it had to seek counsel as there was a conflict with having the same attorney represent codefendant . . . ."[3] Selective filed its opposition and Sedgwick also moved to vacate the prior order confirming the arbitration award as to it.

On September 8, 2006, the judge entertained oral argument on the various applications. He denied Coach's motion to vacate default and file an answer out of time; he granted, however, Sedgwick's motion, vacated his order confirming the arbitration awards against it, and dismissed the action against Sedgwick with prejudice, having determined that it was not a proper party to the litigation.[4]

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[3] In fact, a substitution of attorney had just been filed permitting a second attorney to represent Sedgwick while Pustizzi remained counsel to Coach.

[4] The order also inadvertently awarded Sedgwick litigation costs and attorneys' fees. When the mistake was brought to the judge's attention, he modified the order, but Sedgwick, nevertheless, filed a motion for reconsideration necessitating further opposition by Selective. In ultimately denying the counsel fee request, the judge noted,

> [T]he employees of Sedgwick [] stuck their heads in the sand and totally ignored communications that were being sent to them for whatever reason, causing the [p]laintiff . . . to spin its wheels and spend all sorts of attorney's fees over time, simply because it wasn't getting anywhere with Sedgwick. [I]t would be unconscionable for the [c]ourt to now turn around and [award fees to Sedgwick], when a lot of fees previously

(continued)

On September 28, 2006, Coach moved for reconsideration. In support of its motion, Coach alleged that Selective was aware that it maintained PIP coverage at the time of the accident because insurance information "was circulated with discovery" in the underlying action. However, in reality, Coach never supplied information to Selective's counsel in the subrogation action that in any way contradicted the admission made in its answer, i.e., that it was self-insured, because no discovery was exchanged in that case prior to its dismissal. Rather, in Martinez's personal injury and PIP suit filed in Hudson County, Coach answered form interrogatories indicating it maintained a liability insurance policy with USF&G. Selective was represented by different attorneys in the Hudson County personal injury action and the Monmouth County subrogation action.

Coach also argued that although "failure to vacate the arbitration award was an oversight, especially when coupled with the failure to ascertain the time and place of the arbitration"

(continued)

> were generated because of Sedgwick's failure to communicate with Selective.

While the issues surrounding Sedgwick are not before us, we reference these procedural events to further demonstrate the interminable, and unnecessary, motion practice endemic to this litigation, most of which was caused by the refusal on the part of the parties and attorneys involved to forthrightly communicate with each other.

its negligence should be excused in light of the fact that Coach did not receive notice of the arbitration hearing. Additionally, Coach argued that "the errant ways of Coach's counsel and Sedgwick (in not forwarding paperwork to Coach) should not be visited on innocent defendants." In reply to Selective's opposition, Coach also admitted that Sedgwick acted as its third party administrator, but denied ever "designat[ing] [Sedgwick] as the local representative for service on behalf of Coach Leasing, Inc."

At oral argument on October 20, 2006, Coach contended that it maintained PIP coverage with USF&G, and that Sedgwick, in its answer filed in December 2005, disclosed this fact to Selective. Coach argued that Selective was not entitled to a judgment because pursuant to N.J.S.A. 39:6A-9.1, Selective's subrogation cause of action lay solely against Coach's insurer. Essentially, Coach contended that its neglect in failing to answer was excusable, and it had a meritorious defense to both the complaint seeking to enforce the arbitration, i.e., lack of notice of the proceeding, and the arbitration itself.

The judge reserved decision, requested further submissions from the parties, and, on November 1, 2006, without further argument, entered an order vacating his prior order denying Coach's request to vacate default, and permitting Coach to file an answer. In handwritten notes on the face of the order, the

judge indicated that based upon the earlier oral argument "as supplemented by certification," "Sedgwick [] was not designated as the local representative pursuant to [] Arbitration Forum's rules," and he determined Selective failed to otherwise make "proper service on Coach." We gather that the supplemental certification relied upon by the judge was that filed by John Doherty, Sedgwick's liability manager at its Philadelphia office, the same location Selective had used to serve Coach with all notices regarding the AFI proceeding. Doherty certified that Sedgwick was not "designated as the local representative for service on behalf of Coach [] either through [AFI] or any other venue," and that Sedgwick and Coach were not "signators (sic) to inter-company arbitration or [AFI] during the" relevant time period. Coach filed its answer on November 16, 2006.

Selective moved for reconsideration of the judge's order vacating the default judgment on November 17, 2006, Coach filed opposition, and the parties once again appeared for oral argument on December 15, 2006. In support of the motion, Selective attached the certification of Timothy McKernan, the service quality manager at AFI, who certified that pursuant to its rules, a non-member was subject to the same rules as members whenever it chose to participate. McKernan noted that because the forum was used primarily by members of the insurance industry, legal representatives frequently did not appear, and

service was properly made upon a party's "local representative," i.e., "the claims representative or adjuster handling the claim." McKernan further certified that "[w]hen a third party administrator is known to a filing party, the rules and regulations of AFI require the filing party to serve the claims representative or adjuster of the third party administrator."

The judge denied Selective's request, concluding that "I don't think there has been the proper due process to Coach." He continued, "I don't think that there was ever the designation[]" of Sedgwick "before the forum . . . ." Noting, "[t]here has to be some formal document somewhere designating Sedgwick as the one that was going to handle the claims, and there wasn't[,]" he denied Selective's motion for reconsideration.

Recognizing that the arbitration award in favor of Selective was still outstanding, and that in light of the judge's decision it would likely be vacated, the parties moved and cross-moved to bring the issue to final resolution. By order dated March 2, 2007, Selective's motion to re-confirm the arbitration awards was denied and the two awards were vacated "with prejudice" in response to Coach's motion. This appeal followed.

II.

Selective argues that the motion judge erred in vacating the arbitration awards because it served Coach in accordance

with the rules of AFI, and that Coach provided no basis upon which to set aside those awards because of lack of proper notice. Alternatively, Selective argues that Coach never sought to vacate the awards within the statutory timeframe, and that it should be estopped from raising any defenses to Selective's claim.

Coach counters by arguing that the judge properly determined that the arbitration awards should be vacated for lack of notice of the arbitration hearing, that it provided a timely defense to the awards after receiving actual notice, and that it should not be estopped from raising any defenses, including the defense available in N.J.S.A. 39:6A-9.1, because it had "insufficient opportunity to raise them in the underlying action."

A.

We first consider whether the judge properly vacated with prejudice the arbitration awards against Coach.

It cannot be disputed that Coach agreed to binding arbitration of Selective's PIP reimbursement claims before AFI. The stipulation of dismissal executed by the parties expressly acknowledged both the dismissal of the litigation in return for the agreement to arbitrate, and AFI as the forum selected by the parties. Furthermore, while it may be disputed whether Coach ever advised Selective that Sedgwick would accept service on its

behalf, it is undisputed that Coach furnished the name and address of Sedgwick's adjuster as the person to whom Selective should direct any questions or inquiries.

Parties to arbitration may agree upon any type of procedure for resolving the issues in dispute. Perini Corp. v. Greate Bay Hotel & Casino, Inc., 129 N.J. 479, 490 (1992). We have held, "[u]nless an agreement is unenforceable for some other reason, an agreement to arbitrate disputes in accordance with the rules of an arbitration association will be enforced in this state." Chimes v. Oritani Motor Hotel, Inc., 195 N.J. Super. 435, 441 (App. Div. 1984).

Under the terms of the arbitration agreement, AFI was authorized, in relevant part, "to make appropriate rules and regulations for the presentation and determination of controversies." When a non-member company, like Coach, consents to AFI's jurisdiction, the non-member was bound by the terms of the arbitration agreement and the binding effect of the award. AFI's rules of procedure required an applicant to file an application directly with "the local representative of the other involved [] company," defined under the rules as "the claims representative or adjuster handling the claim."

When a third-party claims administrator is handling a claim, AFI's rules require the applicant to serve notice upon the claims adjustor employed by the third-party administrator,

and not upon the responding company directly. According to McKernan, if an applicant served only the responding party when that party was represented by a third-party administrator, AFI would "most likely vacate any award and require the party applying for recovery to serve the third party administrator."

It is undisputed that Selective served Sedgwick, Coach's acknowledged third-party administrator, via regular and certified mail as required by the rules of the agreed upon forum. The motion judge expressly determined that Sedgwick received notice of the hearing and of the arbitration awards. Under the rules promulgated by the forum, service upon Coach was properly made.

Construing AFI's rules in this manner does no violence to our statutory scheme governing voluntary arbitration. N.J.S.A. 2A:23B-2 provides,

> a. Except as otherwise provided in this act, a person gives notice to another person by taking action that is reasonably necessary to inform the other person in ordinary course, whether or not the other person acquires knowledge of the notice.
>
> b. A person has notice if the person has knowledge of the notice or has received notice.
>
> c. A person receives notice when it comes to the person's attention or the notice is delivered at the person's place of residence or place of business, or at another location held out by the person as a place of delivery of such a notice.

[Emphasis added.]

N.J.S.A. 2A:23B-4(b)(2) provides that a party to the arbitration agreement may not "agree to unreasonably restrict the right to notice of the initiation of an arbitration proceeding pursuant to [N.J.S.A. 2A:23B-9]." N.J.S.A. 2A:23B-9 requires the initiating party to provide notice in accordance with the terms of the arbitration agreement, or, in the absence of an agreement, by certified mail or "by service as authorized for the commencement of a civil action."

Coach held Sedgwick out as its third-party administrator handling the claims related to the July 9, 2000, accident and specifically relayed this information to Selective. The judge determined that the lack of any written documentation in this regard from Coach was fatal to the conclusion that Sedgwick was the local representative of Coach for purposes of notice. However, there is no such requirement in the forum's rules; moreover, it is undisputed that Coach advised Selective's counsel to contact Sedgwick with respect to the claim, and provided the name and address of the adjuster, as well as the claim number for the file. This information is precisely that which is required by AFI's rules and regulations to be supplied to the applicant, here Selective, upon the filing of any request for arbitration. It would be, therefore, entirely inequitable

to now allow Coach to avoid responsibility by claiming it never designated Sedgwick as its local representative.

The rules of the forum selected by the parties and as contained in the arbitration agreement required service upon Sedgwick because that would be "reasonably necessary" to inform Coach "in ordinary course" of the proceeding. We note actual knowledge of the notice is not required by our statute provided service was made at a "location held out by the person as a place of delivery of such a notice." Therefore, consistent with the agreement and statute, service upon Coach was perfected when Sedgwick received notice of the arbitration hearing.

Coach argues that AFI did not follow its own rules in providing notice of the hearing date or notice of the award. In particular, Coach cites to a provision of the rules in which AFI must provide twenty-one days' notice "in advance of the hearing date" to the parties. It claims this was never done.

To the extent this is a rehash of the argument regarding improper service upon Sedgwick, we reject it for the reasons expressed above. To the extent Coach's argument is that Sedgwick was never advised of the date of the hearing, we reject that contention because it is clear from the certifications filed that the notice of the date of the hearing was in fact served upon Sedgwick by counsel for Selective who attached an e-mail notice of the hearing date, advising that the hearing would

proceed even if no answer had been filed, in his service of the documents upon Sedgwick.

It has long been recognized that the primary purpose of arbitration is "the final disposition, in a speedy, inexpensive, expeditious and perhaps less formal manner, of the controversial differences between the parties." State v. Int'l Fedn. of Prof'l & Tech. Eng'rs, Local 195, 169 N.J. 505, 513 (2001) (citations omitted). Therefore, the "role of the courts in reviewing arbitration awards is extremely limited and an arbitrator's award is not to be set aside lightly." Ibid. Our Supreme Court has stated "[a]rbitration can attain its goal of providing final, speedy and inexpensive settlement of disputes only if judicial interference with the process is minimized . . . ." Barcon Assocs., Inc. v. Tri-County Asphalt Corp., 86 N.J. 179, 187 (1981).

Our recently-amended arbitration statute, N.J.S.A. 2A:23B-1 to -32, continues to permit the confirmation of arbitration awards via commencement of a summary action and provides for only limited judicial review of an award. Malik v. Ruttenberg, 398 N.J. Super. 489, 495 (App. Div. 2008). In the absence of one of the statutory grounds to vacate, an arbitration award should stand. Empire Fire & Marine Ins. Co. v. GSA Ins. Co., 354 N.J. Super. 415, 421 (App. Div. 2002).

Throughout these proceedings, Coach has argued only one such ground, i.e., "the arbitration was conducted without proper notice of the initiation of an arbitration as required in [N.J.S.A. 2A:23B-9] so as to substantially prejudice the rights of a party to the arbitration proceeding." N.J.S.A. 2A:23B-23(a)(6). Based upon our above discussion, we find no basis for the judge to have vacated the awards on this ground.

Having reached this result, we need not consider Selective's alternative argument that Coach waived its right to seek vacature of the arbitration awards because it failed to move within the one-hundred and twenty day period provided for by N.J.S.A. 2A:23B-23(b).

B.

We do not criticize the judge's decision to vacate the default judgment and permit Coach to file an answer. Although Coach failed to file an answer in a timely fashion, it moved to vacate the entry of default two days after the judge's entry of default judgment in favor of Selective.[5] Coach provided a reasonable basis for the delay. Therefore, whether viewed under the standard applicable to a motion to vacate default, i.e.,

[5] Selective applied for the entry of a default judgment without formal motion on July 20, 2006. In light of the subsequent proceedings, we need not pass on the propriety of this attempt. See R. 4:43-2(b)(requiring default judgments for other than a sum certain to be entered by the court upon motion and notice to the defaulting party).

good cause, R. 4:43-3, or to a motion to vacate a default judgment under Rule 4:50-1, we conclude that the judge properly vacated the default judgment and permitted Coach to answer.

However, as both sides moved subsequently for summary judgment, the judge's decision to vacate the arbitration awards because of lack of notice of the arbitration hearing was in error. We address for sake of completeness the other reason advanced by Coach as a basis to vacate the awards and essentially enter judgment in its favor.

Coach argued that it actually maintained a PIP policy with USF&G and therefore it was not the proper party to any subrogation action under N.J.S.A. 39:6A-9.1. For at least two reasons, we view the argument as unpersuasive.

First, N.J.S.A. 39:6A-9.1 is not a defense to the summary confirmation action because it does not present any grounds for vacating the awards pursuant to N.J.S.A. 2A:23B-23(a). Pursuant to N.J.S.A. 2A:23B-23(d), "[i]f the court denies an application to vacate an award, it shall confirm the award unless an application to modify or correct the award is pending." Therefore, unless the argument supported the vacation of the arbitration award, it was not a defense to the summary confirmation action. Rather, Coach was asserting a substantive defense that might have been raised in the arbitration proceeding itself if indeed Coach had appeared.

However, that leads us to the second reason why the argument cannot carry the day. In its answer to Selective's complaint, Coach admitted that it was self-insured. For purposes of N.J.S.A. 39:6A-9.1, it is well established that "a self-insurer's coverage obligations are co-extensive with the obligations of those possessing liability policies." Liberty Mut. Ins. Co. v. Thomson, 385 N.J. Super. 240, 243 (App. Div.), certif. denied, 188 N.J. 219 (2006)(quoting Ryder/P.I.E. Nationwide, Inc. v. Harbor Bay Corp., 119 N.J. 402, 410 (1990)). In short, Coach was the proper party from whom Selective was to seek subrogation pursuant to the express language of N.J.S.A. 39:6A-9.1.

Coach cannot now claim that it maintained PIP coverage or that it somehow properly notified Selective of that fact. Rule 4:5-4 requires a party's responsive pleading "to set forth specifically and separately a statement of facts constituting an avoidance or affirmative defense." Our courts have held that an affirmative defense that is not pled is waived. Kopin v. Orange Products, Inc., 297 N.J. Super. 353, 375 (App. Div.) (citing Brown v. Brown, 208 N.J. Super. 372, 384 (App. Div. 1986)) certif. denied, 149 N.J. 409 (1997). In this case, Coach did not plead that it maintained PIP coverage as a defense to Selective's original action seeking to compel arbitration and subrogation.

We conclude it is entirely fair that application of the principles of equitable estoppel should preclude Coach from asserting any such defense at this time. "Estoppel is 'an equitable doctrine, founded in the fundamental duty of fair dealing imposed by law, that prohibits a party from repudiating a previously taken position when another party has relied on that position to his detriment.'" Casamasino v. City of Jersey City, 158 N.J. 333, 354 (1999)(quoting State v. Kouvatas, 292 N.J. Super. 417, 425 (App. Div. 1996)), appeal dismissed, 162 N.J. 123 (1999).

Here, Coach filed its answer admitting it was self-insured. As a result, the parties negotiated a stipulation of dismissal of Selective's complaint with the express agreement that they would proceed to arbitration with AFI. Coach never asserted that it maintained PIP coverage until Selective attempted to enforce the arbitration awards. Therefore, Coach is estopped from raising this substantive defense at this time.

III.

In sum, we reverse the orders under review because 1) Selective properly noticed Coach of the arbitration proceedings that led to the awards in question; 2) Coach failed to provide any reason to vacate the awards; and 3) Coach should be estopped from raising any defense under N.J.S.A. 39:6A-9.1. We remand the matter to the trial court for the entry of judgment

enforcing the two arbitration awards made by AFI in favor of Selective against Coach, and for any other relief it deems appropriate.

Reversed and remanded. We do not retain jurisdiction.