

**FILED**

OCT 24 1995  
*Carrie Sundahl*  
*Clerk of Court*

COURT OF THE SHAKOPEE MDEWAKANTON  
SIOUX (DAKOTA) COMMUNITY

Clayton Kukacka, )  
Employee, )  
 )  
 )  
vs. )  
 )  
 )  
Little Six, Inc., )  
Employer, )  
 )  
 )  
and )  
 )  
 )  
Meadowbrook Insurance )  
Group, )  
Insurer, )

File No. 58-095

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MEMORANDUM OPINION AND ORDER

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This matter comes before the Court on the appeal by Clayton Kukacka, and employee of Little Six, Inc., from a decision the Hearing Examiner denying Mr. Kukacka's claim petition for coverage under the worker's compensation plan of the Shakopee Mdewakanton Sioux (Dakota) Community.

The pertinent facts are not disputed. Mr. Kukacka was an employee of Little Six, Inc., assigned to work as a locker room attendant in the Dakotah Sport and Fitness Club. On January 13, 1995, while he was on duty, Mr. Kukacka, intervened to break up a physical altercation between two customers, and was kicked in the knee. Mr. Kukacka reported his injury in a timely fashion, and was told by his supervisor to "go to your doctor"; and in the presence



of his supervisor, Mr. Kukacka had a discussion with respect to the medical providers to whom he should go. On the basis of this discussion, Mr. Kukacka went to Crossroads Medical Center in Chaska, Minnesota, and to Orthopedic Surgical Consultants, in Minneapolis, Minnesota. Neither medical provider is among the authorized providers listed under the Community's Worker's Compensation Ordinance. The list of authorized medical providers was sent to all employees of Little Six, Inc., in their paycheck envelopes in November, 1994, and employees were informed at that time that "[p]ayment will not be considered for treatment received from providers other than those listed below".

The Hearing Examiner's decision was based entirely on the fact that Mr. Kukacka did not go to one of the Community's authorized medical providers. Mr. Kukacka's Request for Appeal is fundamentally based on the fact that he feels he was misled by his supervisor--that he went to non-authorized medical providers based on affirmative representations that Little Six, Inc. would pay for his care with any provider. Essentially, Mr. Kukacka's claim is based on the doctrine of estoppel--that he reasonably relied in good faith upon incorrect representations of a person or entity with the apparent authority to make such representations. The doctrine of estoppel does have its place in worker's compensation law, see e.g., Kahn v. State of Minnesota, 289 N.W. 2d 737 (Minn. 1980); and in the view of the undersigned, the doctrine could be applied, in the appropriate circumstances, in interpreting the Community's worker's compensation plan.

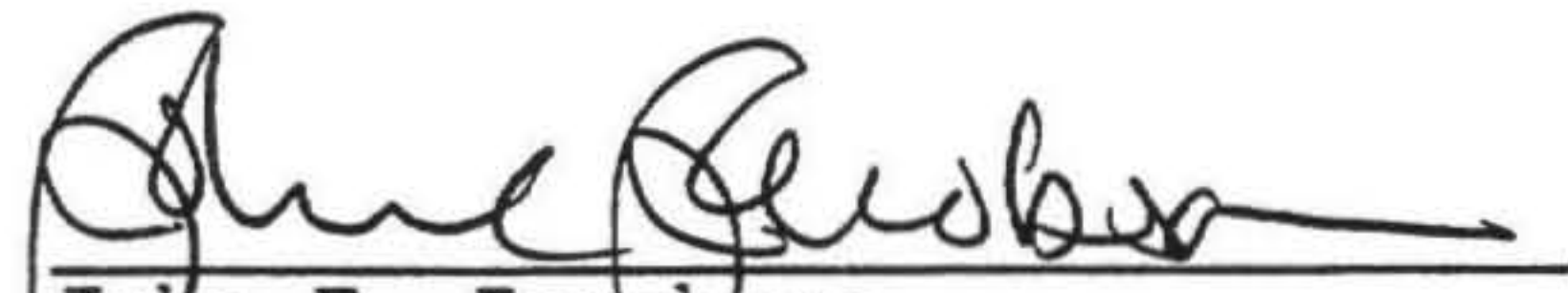


But this case does not present those circumstances. Taking Mr. Kukacka at his word, the Court is of the view that he did, indeed, rely on his supervisor when he made his choice of medical providers. But, given the fact that Mr. Kukacka had received written instructions from his employer less than two months before his injury, which both listed the Community's medical providers and explicitly stated that only care given by those medical providers would be considered for coverage, the Court finds that Mr. Kukacka's reliance on his supervisor was not reasonable.

ORDER

For the foregoing reasons, and based on all the pleadings and materials herein, the decision of the Hearing Examiner is affirmed.

October 23, 1995

  
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John E. Jacobson  
Judge of Tribal Court