

DAVID MATTSON, Employee/Appellant, v. NW. AIRLINES and KEMPER NAT'L INS. CO., Employer-Insurer, and NW. AIRLINES and LIBERTY MUT. INS. CO., Employer-Insurer, and MEDICA/HEALTHCARE RECOVERIES, INC., Intervenor.

WORKERS' COMPENSATION COURT OF APPEALS  
NOVEMBER 29, 1999

No. [REDACTED SSN]

HEADNOTES

MEDICAL TREATMENT & EXPENSE - TREATMENT PARAMETERS; RULES CONSTRUED - MINN. R. 5221.6020, SUBP. 2. Pursuant to Minn. R. 5221.6020, subp. 2, the compensation judge improperly applied the permanent medical treatment parameters to deny compensation for claimed medical expenses where the employer and insurers denied medical causation for low back symptoms following a previously admitted injury, and denied primary liability for a subsequent Gillette injury.

MEDICAL TREATMENT & EXPENSE - SUBSTANTIAL EVIDENCE. The compensation judge's determination denying payment for all chiropractic care provided between January 1995 and November 1997 is affirmed. The judge properly analyzed the reasonableness and necessity of the treatment in the context of the facts peculiar to this case.

MEDICAL TREATMENT & EXPENSE. The compensation judge properly found that premiums paid by the employee to ChiroServe America for reduced or discounted charges for chiropractic treatment was not a compensable medical expense within the meaning of Minn. Stat. § 176.135, subd. 1.

Affirmed in part and reversed in part.

Determined by: Johnson, J., Wilson, J. and Pederson, J.  
Compensation Judge: Cheryl LeClair-Sommer

OPINION

THOMAS L. JOHNSON, Judge

The employee appeals from the compensation judge's application of the Permanent Medical Treatment Parameters<sup>1</sup> to deny the medical expenses claimed by the employee in this case, and from the judge's findings that the employee failed to prove treatment provided by Dennis

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<sup>1</sup> Minn. R. 5221.6020 *et. seq.* (1997). In this case, the parties argue the application, in particular, of Minn. R. 5221.6020, subp. 2, and Minn. R. 5221.6200, subp. 3.

Lenselink, D.C. (Advanced Chiropractic), Physical Therapy Orthopaedic Specialists, Inc. (PTOSI) and Advanced Therapeutic Massage was reasonable and necessary. The employee further appeals from the compensation judge's denial of reimbursement for premiums paid to ChiroServe America and the judge's finding that the employee sustained a "personal injury" rather than a Gillette<sup>2</sup> injury on July 17, 1997. We affirm in part and reverse in part.

## BACKGROUND

David Mattson, the employee, has worked as a mechanic for Northwest Airlines, the employer, for about ten years. On August 11, 1993, the employee sustained an injury to his low back while packing Airbus evacuation slides. He continued working but experienced ongoing symptoms, and on September 1, 1993, sought medical care at the Airport Clinic. Dr. Daniel Lussenhop diagnosed a lumbar strain, prescribed anti-inflammatory medication, and referred the employee to Metro Physical Therapy for further treatment. The employer and its insurer, Kemper National Insurance Company, accepted liability and paid various wage loss and medical benefits.

When the employee did not significantly improve, Dr. Lussenhop referred the employee to Dr. Richard Strand, an orthopedist. On November 4, 1993, Dr. Strand diagnosed a probable L4-5 disc herniation and took the employee off work. The employee was treated with an epidural block and continuing physical therapy through Metro Physical Therapy and, after November 19, 1993, with Physical Therapy Orthopaedic Specialists, Inc. (PTOSI).

By December 16, 1993, the employee's low back and left leg symptoms had significantly improved. Dr. Strand released the employee to return to work part-time, four hours a day, with restrictions of no lifting over five pounds, and no repetitive bending or lifting. The employee returned to work with the employer shortly thereafter. He continued to improve, and on January 13, 1994, was released to return to work eight hours per day, with continuing light-duty restrictions. On April 14, 1994, Dr. Strand noted minimal symptoms and released the employee to return to regular, full-time duty as of April 18, 1994, noting, however, that the employee "needs to be very careful about what he does." The employee continued to do well, and on September 8, 1994, Dr. Strand issued a report stating the employee's exam was normal, he had no work restrictions, had reached maximum medical improvement (MMI), and had no rateable permanent partial disability as a result of the injury. (Pet. Exs. G, I, K.)

The employee testified his low back condition deteriorated by January 1995, and he sought treatment from a chiropractor, Dr. Dennis Lenselink, on the recommendation of a friend. (T. 35-36.) Dr. Lenselink performed an initial evaluation on January 12, 1995 and diagnosed a displaced, degenerative lumbar disc without myelopathy, and fascitis. The employee received chiropractic treatment from Dr. Lenselink for stiffness and pain in the low back, left hip and buttock from February 9 through April 27, 1995, with gradual improvement.

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<sup>2</sup> Gillette v. Harold, Inc., 257 Minn. 313, 101 N.W.2d 200, 21 W.C.D. 105 (1960).

The employee returned to Dr. Lenselink on July 10, 1995, reporting a flare-up of his symptoms. On examination, the doctor noted restricted range of motion, tenderness and spasm in the back, buttocks and hip area, but negative straight leg raising. The employee continued to treat with Dr. Lenselink through September 18, 1995, with overall improvement. On September 26, 1995, the employee returned to see Dr. Strand. The doctor noted the employee was doing fairly well, with some tightness and decreased range of motion in the low back. The neurological examination was normal. Dr. Strand recommended walking, use of a Nordic Track and strengthening exercises.

The employee sought chiropractic care again on October 31, 1995 reporting another flare-up of his low back symptoms. On November 22, 1995, Dr. Lenselink reported the employee was “improving rapidly and favorably.” (Pet. Ex. D:11/22/95 note.) By the end of December 1995, the employee’s condition was stable, and he was directed to return as needed. The employee had no further treatment for eleven months, from December 27, 1995 through November 26, 1996.

The employee returned to Dr. Lenselink on November 27, 1996 reporting intense pain radiating into the low back, buttocks, hip and left leg. On examination, straight leg raising was positive on the left with pain reactions in the left L5 dermatome. Dr. Lenselink noted the employee’s symptoms were indicative of sciatic or foraminal nerve root pain. The employee continued to treat with Dr. Lenselink through December 1996 with little improvement.

On December 13, 1996, Dr. Linda Johnson at Southdale Family Practice referred the employee to Sports and Orthopedic Physical Therapy, Inc. (SOPTI) for treatment of his low back condition. The employee received treatment from both Dr. Lenselink and SOPTI between January 9 and March 19, 1997. Considerable improvement was noted upon completion of physical therapy, with fewer flare-ups, but continued low back and left leg pain.<sup>3</sup> The employee continued to treat with Dr. Lenselink on a regular basis following his discharge from physical therapy.

On May 16, 1997, the employee returned to Southdale Family Practice. The doctor noted the employee was not responding well to treatment, and ordered an MRI scan. The scan, taken May 19, 1997, showed a herniated disc at L4-5 compressing the left L5 nerve root. The employee was seen for follow-up on July 17, 1997 by Dr. David Holte, an orthopedic surgeon. The employee complained of sharp, burning pain in the left gluteal area, and aching, numbness and tingling in his left leg to his foot. An epidural steroid injection did not provide significant

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<sup>3</sup> The compensation judge found the 15 physical therapy sessions at SOPTI were both reasonable and necessary and compensable under the permanent medical treatment parameters. The judge awarded reimbursement to Medica/HRI and the employee for payments made to SOPTI. (Findings 11, 12; order 12.) This award was not appealed, and the treatment received at SOPTI is not at issue on appeal.

relief, and on August 12, 1997, the employee elected to proceed with decompression surgery recommended by Dr. Holte. The employer and insurers denied liability and the surgery was postponed. The employee continued to receive chiropractic treatment from Dr. Lenselink during this time.

On October 9, 1997, the employee returned to Southdale Family Practice and was referred to PTOSI for further treatment. He received therapy at PTOSI from November 17 through December 8, 1997. The employee discontinued treatment with Dr. Lenselink on November 19, 1997, apparently on the recommendation of his therapist at PTOSI, and did not return to Dr. Lenselink thereafter. (T. 61-62.) The employee also sought massage therapy at Advanced Therapeutic Massage beginning in October 1997. He claimed expenses for continuing therapeutic massage on a periodic basis through December 1998. (T. 56-57, 59; Pet. Ex. C.)

On December 11, 1997, the employee was seen by Dr. Manuel Pinto at the Twin Cities Spine Center for a second surgical opinion. Dr. Pinto agreed the employee had an L4-5 herniated disc, and agreed with the recommendation for discectomy surgery. He additionally suggested consideration of a discogram and fusion surgery. However, before scheduling any surgery, Dr. Pinto recommended further trial of non-operative modalities, including a prescription for Relafen and use of a lumbosacral brace. The employee received additional physical therapy at PTOSI between January 14 and February 2, 1998.

The employee was seen for an independent medical examination (IME) on March 6, 1998, by Dr. Edward Szalapski, an orthopedist, at the request of the employer and Kemper Insurance. Dr. Szalapski stated the 1997 MRI scan clearly showed a left-sided L4-5 herniated disc and agreed that discectomy surgery was indicated. He did not believe that a discogram or fusion surgery was reasonable or necessary. Dr. Szalapski opined the employee's current symptoms and need for surgery were causally related to the August 11, 1993 injury, and were not the result of a Gillette-type injury.

The employee returned to Southdale Family Practice on June 2 and June 24, 1998, and was again referred to PTOSI. Physical therapy modalities were provided by PTOSI between June 2 and July 21, 1998. Sometime during the summer of 1998, Kemper Insurance indicated it would accept liability for the employee's medical care based on Dr. Szalapski's IME report.<sup>4</sup> The employee then returned to PTOSI on October 1, 1998. An initial evaluation was completed, but treatment was deferred pending workers' compensation approval. The employee was seen by Dr. Hodges at Southdale Family Practice on October 16, 1998, for the purpose of obtaining a referral to PTOSI. The doctor noted the employee "wants to delay surgery and possibly can," and approved eight additional visits with PTOSI. The employee received seven treatments at PTOSI between October 20 and November 9, 1998.<sup>5</sup> (Pet. Ex. I: 10/1/98 evaluation; 10/20-11/9/98 chart

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<sup>4</sup> Although the employer and Kemper accepted liability, no payments were made for medical treatment prior to the hearing. (Resp. Ex. 6.)

<sup>5</sup> The compensation judge refers to treatment "from October 1, 1998 through October 26,

notes.)

The employee filed a claim petition on November 13, 1997, alleging an injury to the low back on August 11, 1993, when Kemper Insurance was on the risk, and a Gillette injury on July 17, 1997 when Liberty Mutual Insurance Company was on the risk. The employee sought temporary total disability benefits, approval for surgery, and payment of outstanding and out-of-pocket medical expenses. The employer and both insurers filed an answer on December 4, 1997, denying liability for any workers' compensation benefits, including medical expenses, as a result of either injury. The matter was heard by a compensation judge at the Office of Administrative Hearings on January 7, 1999. In a Findings and Order served and filed March 5, 1999, the compensation judge found a portion of the medical treatment claimed was reasonable and necessary and compensable under the permanent medical treatment parameters. The judge concluded, however that disputed treatment provided by Dr. Lenselink, PTOSI, and Advanced Therapeutic Massage did not fall within the permanent medical treatment parameters and was not reasonable or necessary, and denied payment for these expenses. The judge also denied reimbursement for premiums paid by the employee to ChiroServe America, concluding the payments did not constitute medical expenses within the meaning of Minn. Stat. § 175.135. The employee appeals.

## STANDARD OF REVIEW

On appeal, the Workers' Compensation Court of Appeals must determine whether "the findings of fact and order [are] clearly erroneous and unsupported by substantial evidence in view of the entire record as submitted." Minn. Stat. § 176.421, subd. 1 (1992). Where evidence conflicts or more than one inference may reasonably be drawn from the evidence, the findings must be affirmed. Hengemuhle v. Long Prairie Jaycees, 358 N.W.2d 54, 60, 37 W.C.D. 235, 240 (Minn. 1984). Similarly, findings of fact should not be disturbed, even though the reviewing court might disagree with them, "unless they are clearly erroneous in the sense that they are manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." Northern States Power Co. v. Lyon Food Prods., Inc., 304 Minn. 196, 201, 229 N.W.2d 521, 524 (1975).

## DECISION

The employee appeals the compensation judge's determination denying payment or reimbursement of certain medical expenses on the grounds that the treatment exceeded the permanent medical treatment parameters and was not reasonable or necessary. The employee also appeals the judge's finding that premiums paid to ChiroServe America were not compensable medical expenses, and the finding that the employee sustained a "personal injury" on July 17, 1997, rather than a "Gillette" injury. We affirm in part and reverse in part.

### Application of Permanent Medical Treatment Parameters

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1998, for 9 sessions." (Finding 13.) This is inconsistent with the physical therapy records.

The employee contends the compensation judge improperly applied the permanent medical treatment parameters to deny compensation where the employer and both insurers denied liability for the employee's injuries from and after January 1995. We agree.

Pursuant to Minn. R. 5221.6020, subp. 2, the medical treatment parameters "do not apply to treatment of an injury after an insurer has denied liability for the injury." (Emphasis added). See, e.g., Johnson v. Northern Pride, slip op. (W.C.C.A. July 15, 1999)(and cases cited therein), *summarily aff'd* Oct. 21, 1999; Clausen v. Ryder Student Transp. Serv., Inc., slip op. (W.C.C.A. Oct. 6, 1999). Here, the employer and both insurers, while admitting the employee sustained a personal injury on August 11, 1993, denied the employee's current condition was causally related to that injury and denied primary liability for a Gillette injury on July 17, 1997. They, accordingly, denied liability for any workers' compensation benefits, including medical expenses, as a result of either injury.<sup>6</sup> The employer and Kemper Insurance continued to deny liability for the employee's ongoing low back condition until sometime during the summer of 1998 when they admitted liability based on Dr. Szalapski's opinion. The employer and insurers continued to deny primary liability until the hearing on January 7, 1999, at which time the employer and insurers admitted liability for a Gillette injury on July 17, 1997. (T. 12, 15.)

The employer and insurers contend that Minn. R. 5221.6020, subp. 2, is not applicable because Kemper Insurance initially admitted primary liability for the August 11, 1993 injury. Under the rule, however, the parameters do not apply to treatment for an injury after an insurer has "*denied liability*" for the injury. For all practical purposes, the employer and insurer's denial of medical causation for the employee's low back condition after January 1995 is no different than a denial of primary liability from and after that time. "[W]hen an employer and insurer deny liability for a work injury . . . [they] have no real interest in information about the course of the employee's care and no legitimate expectation of influencing or limiting the employee's treatment options. The same may be said where the employer and insurer are denying that an 'admitted' injury has any continuing effects." Oldenburg v. Phillips & Temro Corp., slip op. (W.C.C.A. Oct. 29, 1999). The permanent medical treatment parameters apply to "treatment of employees with compensable workers' compensation injuries." Minn. R. 5221.6020, subp. 1. The employer and insurers cannot deny the employee's condition is work-related, yet assert the protection of, or demand compliance with, medical treatment parameters that apply only to work injuries. We, therefore, conclude that for the purposes of application of the permanent medical treatment parameters, a denial of liability includes both a denial of primary liability and a denial of medical causation for subsequent symptoms or conditions.

The compensation judge clearly applied the permanent medical treatment parameters in determining the liability of the employer and insurers for the employee's medical treatment and expenses. We, accordingly, vacate the compensation judge's findings that the treatment provided by Dr. Lenselink (Advanced Chiropractic), PTOSI and Advanced Therapeutic

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<sup>6</sup> See Employer and Insurer's Answer to Employee's Claim Petition (Judgment Roll).

Massage is not compensable under the permanent medical treatment parameters.

However, “in such cases the rules do apply to treatment initiated after liability has been established.” Minn. R. 5221.6020, subp. 2. Thus, the employer and insurers properly raised the permanent medical treatment parameters as a defense to payment of medical expenses incurred after liability was accepted. It is unclear from the record at exactly what point this occurred, other than liability was, apparently, admitted sometime during the summer of 1998. The medical treatment parameters became applicable from and after that date.

#### Treatment Prior to Acceptance of Liability

The employee received disputed treatment from Dr. Lenselink at Advanced Chiropractic, at PTOSI, and at Advanced Therapeutic Massage during the period from January 1995 through the summer of 1998. For this period of time, the medical treatment parameters do not apply and the compensability of the treatment must be analyzed pursuant to Minn. Stat. § 176.135, subd. 1. That is, the compensation judge must determine whether the treatment is “reasonably . . . required . . . to cure [or] relieve from the effects of the injury.”

Citing Lehman v. Hy-Vee Food Stores, slip op. (W.C.C.A. Nov. 2, 1995), the employer and insurers argue the compensation judge properly first determined the threshold issue of reasonableness and necessity, making her finding that the treatment did not fall within the treatment parameters largely irrelevant. The employer and insurers contend the judge’s determination that the treatment was not reasonable or necessary is supported by substantial evidence and must be affirmed. We agree.

#### Dr. Lenselink/Advanced Chiropractic

The compensation judge found the extensive treatment provided by Dr. Lenselink from March 29, 1995 through the date of hearing, exclusive of July 17, 1997 to October 9, 1997, was not reasonable or necessary.<sup>7</sup> (Finding 9, order 10; mem. at 8.) In her memorandum, the

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<sup>7</sup> At the hearing, the employer and insurers stipulated and agreed to pay for treatment provided by Dr. Lenselink, including outstanding charges and reimbursement of payments made by the employee, for 12 weeks following January 4, 1995 through March 29, 1995, and for 12 weeks following July 17, 1997 through October 9, 1997. While we do not agree with the employer and insurers’ interpretation of the permanent medical treatment parameters, we believe they are bound by their stipulated agreement to make these payments. We note the permanent treatment parameters for low back pain under Minn. R. 5221.6200, subp. 3, do *not* “place absolute limits on the duration of treatment.” Jacka v. Coca Cola Bottling Co., 580 N.W.2d 27, 33, 58 W.C.D. 395, 403 (Minn. 1998). Rather, the treatment parameters provide exceptions both under the general rules and under the specific rules for low back care. Once the “initial nonsurgical” phase of treatment is completed, additional passive care may be appropriate as part of the “chronic management” phase. See Pawlitschek v. Dundee Steel, Inc., slip op. (W.C.C.A. Sept. 7, 1999).

judge briefly explained her determination, accepting the employee's testimony that the treatment helped him continue working, but concluding the record failed to establish sufficient referrals to alternative medical providers on a timely basis, the degree and duration of relief was limited, and the treatment failed to foster independence from chiropractic care.

Pursuant to well-established case law, a number of factors may be considered in analyzing the reasonableness and necessity of chiropractic treatment. See, Horst v. Perkins Restaurant, 45 W.C.D. 9, 10-11 (W.C.C.A. 1991); Field-Seifert v. Goodhue County, slip op. (W.C.C.A. Mar. 5, 1990). The appropriate factors vary from case to case, and must be considered in the context of the unique circumstances presented by that case. Fuller v. Naegele/Shivers Trading, slip op. (W.C.C.A. Apr. 14, 1993). Here, the compensation judge considered Dr. Lenselink's treatment plan and documentation of treatment, the use of alternative providers and the degree and duration of relief. Based on these factors, the compensation judge concluded the treatment was not reasonable and necessary. This is a reasonable conclusion to be drawn from the evidence. "Where more than one inference may reasonably be drawn from the evidence, the compensation judge's findings shall be upheld." Nord v. City of Cook, 360 N.W.2d 337, 342, 37 W.C.D. 364, 371 (Minn. 1985).

#### Advanced Therapeutic Massage

The employee began receiving treatment at Advanced Therapeutic Massage in October 1997 on the recommendation of Dr. Lenselink. Reimbursement was claimed for payments made for therapeutic massage from October 1997 through December 1998. The compensation judge concluded the employee failed to prove his claim. (Finding 10.) We affirm.

The burden is on the employee to prove claimed medical expenses are reasonable and necessary and, where appropriate, fall within the medical treatment parameters. The compensability of medical treatment may not be assumed simply because the services were rendered. Wright v. Kimro, Inc., 34 W.C.D. 702 (W.C.C.A. 1981). The only documentation submitted was a list of personal payments made by the employee to "Kelly" at "Thr. Mas." between October 10, 1997 and December 14, 1998. (Pet. Ex. C.) No treatment records or itemized bills or receipts from Advanced Therapeutic Massage were introduced. The compensation judge reasonably concluded the evidence was insufficient to prove the employee's claim. We, accordingly, affirm the denial of reimbursement for payments made to Advanced Therapeutic Massage.

#### PTOSI

The intervenor, Medica/HRI, claimed entitlement to reimbursement of payments made to PTOSI for physical therapy from November 17 to December 8, 1997, from January 14 to February 2, 1998, and between June 2 and July 21, 1998. The compensation judge denied payment, concluding that, "[w]ith the incomplete medical records" the employee and intervenor failed to establish the treatment was reasonable or necessary. (Finding 17; mem. at 9.) The sole documentary evidence submitted was an itemized statement from Medica/HRI showing payments

to PTOSI for various physical therapy modalities. Neither the employee or Medica/HRI introduced any treatment records into evidence for these claims. We agree that the evidence submitted is insufficient to meet the employee's and intervenor's burden of proof, and we affirm the denial of reimbursement to Medical/HRI for payments made to PTOSI for treatment provided between November 17, 1997 and July 21, 1998.

#### Treatment Subsequent to Acceptance of Liability

The only disputed medical treatment after the summer of 1998 is physical therapy provided at PTOSI between October 1 and November 9, 1998. The compensation judge found the employee failed to prove this treatment at PTOSI was reasonable or necessary or fell within the permanent medical treatment parameters based on "the lack of records indicating completion of the program or the progression which occurred during physical therapy." (Finding 13.) This finding is not supported by the evidence. The employee submitted copies of the initial evaluation at PTOSI on October 1, 1998,<sup>8</sup> the October 16, 1998 referral from Dr. Hodges to PTOSI, and the treatment notes for seven sessions at PTOSI between October 20 and November 9, 1998 documenting the employee's symptoms and complaints, the treatment given, and the results of the treatment.<sup>9</sup> (Pet. Ex. I.) Dr. Hodges noted, on October 16, 1998, that the employee "wants to delay surgery and possibly can. He has some leg pain, but not severe and it is reasonable to continue with PT." (Pet. Ex. F.) The treatment notes from PTOSI show gradual improvement, and by November 9, 1998 the therapist noted the employee was "[r]eady to self-manage." The employee testified he experienced considerable and lasting improvement as a result of the treatment at PTOSI in October and November 1998 (T. 83, 105.)

Under Minn. R. 5221.6200, subp. 3.A., passive treatment modalities are appropriate for up to 12 calendar weeks after passive care is initiated. The treatment provided at PTOSI clearly falls within that period. We, therefore, reverse finding 13 and order 13. The employer and insurers are ordered to pay the employee's claim for reimbursement of \$330.00 in out-of-pocket medical expense payments to PTOSI.

#### ChiroServe America Premiums

The employee also appeals from compensation judge's denial of reimbursement for

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<sup>8</sup> See Minn. R. 5221.6200, subp. 1.A., a health care provider shall "determine the nature of the condition before initiating treatment," including an appropriate history and physical examination.

<sup>9</sup> The employee also requested payment of Dr. Hodges' December 16, 1998 bill. The employee testified he made the appointment with Dr. Hodges to obtain a referral to PTOSI. (T. 71-72.) The compensation judge concluded the visit was reasonable and necessary and ordered Liberty Mutual to pay the outstanding bill at Southdale Family Practice for the visit with Dr. Hodges. (Finding 17; order 16; mem at 9.)

premiums paid by the employee to ChiroServe America for a “discount” on charges for chiropractic treatment. The compensation judge determined the claimed cost was not compensable under Minn. Stat. § 176.135. We agree.

The employee claimed reimbursement of premiums paid from January 1997 through the hearing on January 1999 in the amount of \$318.00. First, the employee received no chiropractic treatment after November 17, 1997, thus premiums paid after December 1997 through January 1999 can have no relation to treatment of his work injuries. Moreover, the statute requires an employer and insurer to do no more than “furnish . . . chiropractic . . . treatment;” it does not require the employer and insurer to pay for, or reimburse payments made for other coverage the employee elects to obtain. We, therefore, affirm the denial of payment for premiums paid to ChiroServe America.

#### Personal vs. Gillette Injury

The employee contends the compensation judge erred in finding the employee sustained a “personal injury” on July 17, 1997, rather than a Gillette injury, and seeks modification of the judge’s Findings and Order. Minn. Stat. § 176.021, subd. 1, establishes liability “in every case of personal injury” arising out of and in the course of employment. A Gillette injury, by definition, results from minute, repetitive trauma or injury as a result of employment activities. It is, therefore, simply one form of personal injury compensable under the statute. See Gillette v. Harold , Inc., 257 Minn. 313, 101 N.W.2d 200, 21 W.C.D. 105 (1960). We, therefore, affirm.