

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

IN RE:

Bankruptcy Case No. 04-30109-DDO
Chapter 7 Case

Robin Ann Olson,

Debtor(s),

**RESPONSE TO TRUSTEE'S MOTION
OBJECTING TO EXEMPTIONS**

To: The above-named Court; U.S. Trustee; and Charles W. Ries, Chapter 7 Trustee:

Robin Ann Olson ("Debtor"), for her response to the motion of Charles W. Ries, Chapter 7 Trustee ("Trustee"), says that:

1. This Court has jurisdiction over this motion or this motion is authorized under 28 U.S.C. §§157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This proceeding is a core proceeding. This Chapter 7 case was commenced on January 9, 2004. Charles W. Ries was appointed as Chapter 7 trustee on January 12, 2004. The first meeting of creditors was held on April 2, 2004. This case is now pending in this Court.
2. Debtor settled a personal injury claim for \$20,000.00 on or around December 22, 2003. (Exhibit D).
 - A. Debtor received \$13,074.90, after payment of attorney fees and expenses, on or around December 31, 2003. (Exhibit A).
3. Debtor filed bankruptcy on January 9, 2004.
4. Debtor claimed the funds remaining from the personal injury settlement, in the amount of \$7,000.00, exempt under 11 U.S.C. §522(d)(11)(D).
 - A. 11 U.S.C §522(d)(11)(D) exempts a payment, not to exceed \$17,425, on account of personal bodily injury, not including pain and suffering or compensation for actual pecuniary loss, of the debtor or an individual of whom the debtor is a dependent.
 - B. Debtor sustained physical, bodily injuries as a result of a motor vehicle accident on June 5, 2001. Said injuries were to Debtor's upper back, neck, right knee, and a finger on her right hand. (Exhibits B and C).
 - C. Debtor received the personal injury settlement as compensation for the actual, physical, bodily injuries done to her in the motor vehicle accident.

Wherefore, Debtor requests that the relief sought by Charles W. Ries, Chapter 7 Trustee, be denied in whole.

Dated: May 27, 2004

Ryan & Grinde, Ltd.



James P. Ryan, Jr.
Attorney for Debtor
407 14th Street NW
PO Box 6667
Rochester MN 55903-6667
(507) 282-8118
Attorney Reg. No. 94924

VERIFICATION

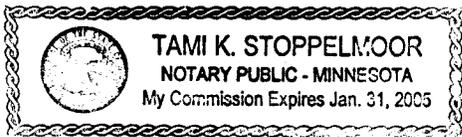
I, Robin Ann Olson, the debtor herein, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information, and belief.

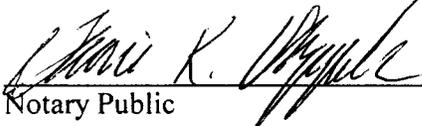
Dated: 5/27/04



Robin Ann Olson

Subscribed and sworn to before me this 27th day of May, 2004.





Notary Public

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

IN RE:

Bankruptcy Case No. 04-30109-DDO
Chapter 7 Case

Robin Ann Olson,

MEMORANDUM OF LAW

Debtor(s),

INTRODUCTION

Robin Ann Olson (“Debtor”) was involved in a motor vehicle accident on June 5, 2001. As a result of this accident, Debtor sustained physical bodily injuries to her neck, right knee, and a finger on her right hand. Debtor was treated at the emergency room of Naeve Hospital in Albert Lea, Minnesota the day of the accident. Subsequent medical care was provided through chiropractic care.

Debtor made a personal injury claim against the other party involved. The personal injury claim was settled on or around December 22, 2003 for \$20,000.00. After payment of attorney fees and expenses, Debtor received \$13,074.90 on or around December 31, 2003. (Exhibit A). Debtor spent approximately \$6,074.90 of the settlement prior to the filing of her bankruptcy.

In her bankruptcy, Debtor claims the remaining \$7,000.00 as exempt under 11 U.S.C. §522(d)(11)(D), which provides for a payment up to \$17,425.00 on account of personal bodily injury, not including pain, suffering, or compensation for actual pecuniary loss of the debtor or of someone upon whom the debtor was dependent, to be exempted under the Federal bankruptcy exemption laws. This amount, \$7,000.00, clearly falls well below the maximum exemption amount allowed by statute.

Charles W. Ries, Chapter 7 Trustee (“Trustee”) appointed to administer Debtor’s bankruptcy estate, is objecting to Debtor’s claimed exemption of the \$7,000.00 balance of the personal injury settlement claiming the exemption “appears to be for pecuniary loss” and is therefore not exempt under 11 U.S.C. §522(d)(11)(D).

ISSUES

- I. **What constitutes personal bodily injury under 11 U.S.C. §522(d)(11)(D)?**
- II. **What portion of the personal injury settlement should be attributed to personal bodily injury?**

DISCUSSION

According to Collier on Bankruptcy, 15th Edition Revised (1998), personal bodily injury is generally thought of to be actual, physical, bodily injury, e.g. the loss of a limb, the breaking of a bone, the cutting of the body, etc.

In this case, Ms. Olson did sustain actual, physical, bodily injuries to her neck, right knee, and a finger on her right hand. (Exhibit B, page 2). Debtor was treated by emergency room physicians at Naeve Hospital, Albert Lea, Minnesota, on the day of the accident. The treatment included the taking of X-rays and the prescription of pain medication. Ms. Olson was suffering from shooting right leg pain, upper back and neck pain, headaches, and thoracic pain. Debtor began treatment with a chiropractor on June 7, 2001, just two (2) days after the accident, for these symptoms. The diagnosis from the chiropractor was an acute traumatic hyperflexion injury to the cervicothoracic spine. Chiropractic treatment continued through December 4, 2002, approximately eighteen (18) months. (Exhibit C).

Although the injuries to Debtor's right knee and the finger on her right hand apparently healed without any ongoing problems, the upper back and neck injuries have not healed as quickly or completely. Ms. Olson still experiences stiffness, tightness, and knotting of the muscles in her neck as well as diminished range of motion and mobility in the use of her head and neck. (Exhibit B, page 3).

11 U.S.C. §522(d)(11)(D) does not specify the sort of bodily injury a debtor has to have to qualify for the exemption. "Debtor should be allowed the exemption merely upon a showing that the

Debtor has suffered an actual bodily injury.” In Re Lester, 141 B.R. 157, 163 (S.D. Ohio 1991) [citing In re Territo, 36 B.R. 667, 670 (Bankr. E.D. N.Y. 1984.)]

Ms. Olson received actual, physical, bodily injuries in the motor vehicle accident of June 5, 2001 and has continuing, ongoing physical limitations as a result of said injuries. (Exhibit B, page 3).

Federal Rule of Bankruptcy Procedure 4003(c) states:

Burden of Proof. In any hearing under this rule, the objecting party has the burden of proving that the exemptions are not properly claimed. After hearing on notice, the court shall determine the issues presented by the objections.

A debtor is not required to make an affirmative showing that the claimed exemption is appropriate. The debtor only needs to expressly or impliedly characterize a claimed exemption as falling within an exempt category. Gagne v. Berquist, 179 B.R. 884, 885 (D. Minn. 1994). “If the trustee fails to carry the burden of proving by a preponderance of the evidence that the exemption should be disallowed, the exemption will stand.” In re Mann, 201 B.R. 910, 915 (Bankr. E.D. Mich. 1996) [referring to In re Baumgardner, 160 B.R. 572, 573-74 (Bankr. S.D. Ohio 1993)].

The Trustee has provided no evidence to show that Debtor has not suffered actual, physical bodily injury or to support his claim that the settlement money was for pecuniary losses only. He merely claims an “appearance” that the settlement money was for pecuniary losses only. Trustee’s objection to the exemption of the personal injury settlement should be overruled.

II. What portion of said personal injury settlement can be attributed to personal bodily injury?

11 U.S.C. §522(d)(11)(D) does not allow the exemption of awards given to cover pain, suffering, and actual pecuniary loss, as previously stated, but also does not cover amounts received from the personal injury settlement that are designated as medical payments. Those are deemed to be held in trust for the medical provider and are therefore not property of the bankruptcy estate eligible for exemption.

To determine what portion of a personal injury settlement is attributed to personal bodily injury, one must look at the settlement itself. If the settlement categorizes the dollar amount awarded, one must exempt the amount listed as being for personal bodily injury. Typically however, personal injury settlements do not categorize the dollar amount awarded. In such a case, the debtor need only characterize the settlement amount as falling within an exempt category. It is then up to the objecting party, in this case the Trustee, to present evidence to the Court, which rebuts the *prima facie* effect of the claimed exemption. Lacking such evidence, the claimed exemption should stand. See In re Lester at 161.

At the time of the motor vehicle accident, Debtor was insured for no-fault coverage under Minnesota law. Pursuant to the terms of this no-fault coverage, Debtor's medical expenses, in the amount of \$6,403.66, were paid by the insurer. The insurer also paid Ms. Olson \$2,050.00 as compensation for wage loss. (Exhibit B, page 2).

Ms. Olson's personal injury settlement agreement is typical of most in that it does not categorize the amounts awarded attributable to personal injury, pain and suffering, pecuniary losses, etc. (Exhibit D). The settlement was compensation for her actual, physical, bodily injuries. The attorney representing Ms. Olson in her personal injury claim advised her that "your share of this settlement is not taxable income under either State or Federal tax law. Accordingly, you will not need to declare these proceeds as income since they have been paid to you in settlement of a personal injury claim." (Exhibit A). If the payment had been for wage losses, Debtor would have to declare such proceeds as income for purposes of State and Federal taxes. Debtor thus exempted the remaining funds, in the amount of \$7,000.00, under 11 U.S.C. §522(d)(11)(D).

The Trustee has the burden of proof to show that the personal injury settlement amount is not attributed to personal bodily injury. "As long as the Debtor either expressly or impliedly characterizes the settlement as falling within an exempt category, the Trustee retains the burden of

proof and must present evidence to the court if he wishes to prevail on his objection.” In re Lester at 162. The Trustee, however, merely states that the “settlement appears to be for pecuniary loss.” Trustee has not met his burden of proof. Therefore, Trustee’s objection to the exemption of the personal injury settlement money as being for pecuniary losses should be overruled.

CONCLUSION

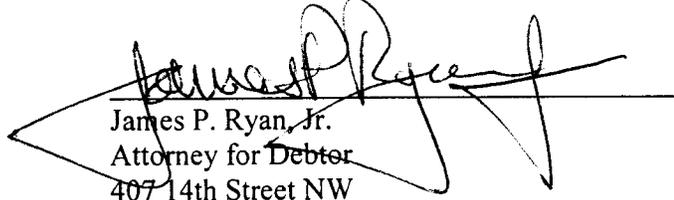
Robin Ann Olson received \$13,074.90, after payment of attorney fees and expenses, as a personal injury settlement. At filing, approximately \$7,000.00 remained. This settlement money was paid to Debtor as compensation for actual, physical, bodily injuries sustained by her in a motor vehicle accident that occurred on June 5, 2001.

Trustee has the burden of proving that the claimed exemption should not be allowed. Trustee merely relies on a claimed “appearance” that the settlement funds are for pecuniary loss. Trustee’s objection to the claimed exemption under 11 U.S.C. §522(d)(11)(D) should be denied.

Dated: 5/27/07

Respectfully submitted,

Ryan & Grinde, Ltd.


James P. Ryan, Jr.
Attorney for Debtor
407 14th Street NW
PO Box 6667
Rochester MN 55903-6667
(507) 282-8118
Attorney Reg. No. 94924

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

IN RE:

Bankruptcy Case No. 04-30109-DDO
Chapter 7 Case

Robin Ann Olson,

**ORDER ALLOWING CLAIMED
EXEMPTIONS**

Debtor(s),

This matter came on before the Court for hearing on June 10, 2004 at the Motion of Charles W. Ries, Chapter 7 Trustee ("Trustee") objecting to a claimed exemption due the debtor under 11 U.S.C. §522(d)(11)(D). Appearances were noted in the Court's record. Based upon the proceedings had on said date, the statements of counsel, and all of the files and records herein, the Court now finds that cause does not exist entitling Trustee to deny the claimed exemption.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The claimed exemption of the Balance of Personal Injury Settlement is allowed.
2. Notwithstanding the Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

The Honorable Dennis D. O'Brien
Judge of the U.S. Bankruptcy Court

HOVERSTEN, JOHNSON, BECKMANN & HOVEY

A LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW
807 West Oakland Avenue
Austin, Minnesota 55912

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Craig W. Johnson²
David V. Hoversten³
John S. Beckmann⁴
Steven J. Hovey¹
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¹ Also admitted in North Dakota
² Also admitted in Iowa
³ Civil Mediator

Telephone: (507) 433-3483
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Kenneth M. Strom (1928-1995)

LEGAL ASSISTANTS:
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⁴ Certified Civil Trial Specialist certified by the Minnesota State Bar Association
⁵ Certified Real Property Specialist certified by the Minnesota State Bar Association

October 24, 2003

Robin Olson
103 Tamra Lane
Albert Lea, MN 56007

RE: Olson - Westland
Our File No: 02.1365

Dear Ms. Olson:

I have talked to Encompass Insurance on several occasions to see if I could persuade that company to improve its offer. Finally, the company has offered \$20,000 with a clear message to me that it will not propose any more money.

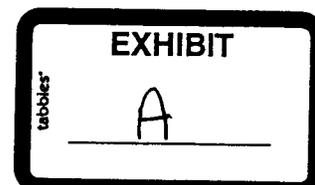
I think that this is a reasonable offer in light of all of the circumstances. Accordingly, you will see by the attached letter that I have accepted that proposal.

I anticipate that the check and a Release will be forwarded to us within the next two weeks. As soon as the check and Release are here, I will give you a call so you can arrange to have the documents endorsed. After the check has been endorsed, we will deposit the same in our trust account. We will be able to give you a check for your settlement proceeds seven days after it is deposited in our trust account.

Your share of that check will be the following figure: \$13,074.90

Settlement:		\$20,000.00
Less our attorneys fees:	\$6,666.67	
and costs	<u>+\$258.43</u>	
		<u>-\$6,925.10</u>
Your share of settlement proceeds:		\$13,074.90

Please note that your share of this settlement is not taxable income under either State or Federal tax

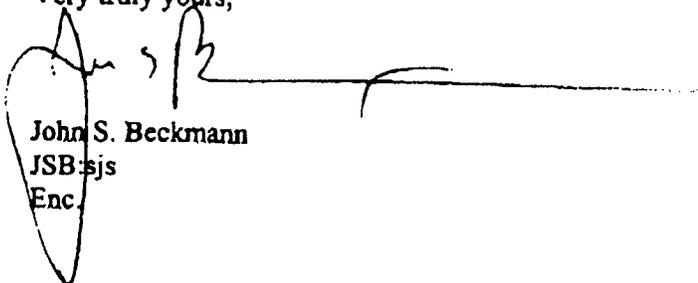


law. Accordingly, you will not need to declare these proceeds as income since they have been paid to you in settlement of a personal injury claim.

We look forward to seeing you at the time that the proceeds are finally issued.

Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "John S. Beckmann", is written over a horizontal line. The signature is stylized and includes a large loop on the left side.

John S. Beckmann
JSB:sjs
Enc.

RECEIVED JUL 10 7 2003

HOVERSTEN, JOHNSON, BECKMANN & HOVEY

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July 16, 2003

Encompass Insurance
9022 Heritage Parkway
P.O. Box 8400
Woodridge, IL 60517

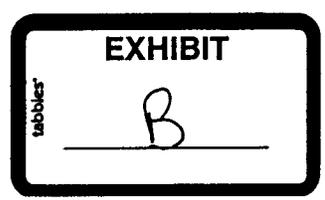
ATTENTION: Lisa Varzino
Liability Assistant

RE: Your Claim No: P5211803 H8
Your Policy No: US 195347475
Your Insured: Gary and Christine Westland (Tim Westland)
Insuring Company: Kansas City Fire and Marine
Date of Loss: June 5, 2001
Our Client/Claimant: Robin Ann Olson
Our File No: 02.1365

Dear Ms. Varzino:

As you are aware, this law firm is pleased to represent Robin Olson. Ms. Olson is a single woman who is involved in a motor vehicle accident occurring on June 5, 2001. In that occurrence, Ms. Olson sustained injuries as a consequence of the negligence of your insured, Timothy Westland. We have earlier corresponded with you in connection with this matter, most recently on June 5, 2003.

I have now had an opportunity to review the situation with Ms. Olson. At this time, we are prepared to issue a settlement proposal in the amount of \$45,000 to Timothy Westland (and your other insureds) in connection with this loss.



Please be advised that this settlement proposal is founded upon the following:

Liability Assessment

We assume that the totality of the fault for the occurrence of this accident lies with Timothy Westland. If you have any reason to contest this assumption, please let us know. Our investigation, however, has revealed that the sole cause for the accident was Mr. Westland's negligence and that there is no fault on Ms. Olson.

Medical Specials

Robin Olson is insured for no-fault coverage under Minnesota law. Please see the attached payment record marked as **Exhibit A**. That payment record shows medical specials incurred in the amount of \$6,403.66. You will note that a number of x-rays and emergency room charges were incurred on June 5, 2001, at Naeve Hospital in the amount of \$1,302.00. You will observe that my client also incurred medical charges in the amount of \$795. Thereafter, she undertook a course of chiropractic treatment with Dr. Edwards, a healthcare provider whose report has previously been forwarded to your attention. The chiropractic expenses associated with treatment with Dr. Edwards comprises the remainder of the medical claim.

Revenue Loss

Ms. Olson operates a retail establishment in Albert Lea, Minnesota. This retail establishment is known as Robin One which is a photography store. You will note that Ms. Olson's enterprise showed a substantial loss between June, 2000, and June, 2001--that is, in the amount of \$4,494.79. These losses are documented on the attached **Exhibit B**. Ms. Olson's losses in June were not as serious as those which occurred in July because a number of revenue items were paid to her in June from work previously completed in the preceding month. July, however, was a very difficult month for Ms. Olson in light of her serious neck pain which prohibited her from working extensively in her photography trade. You will see a documented revenue loss of \$11,031.04 incurred for the month of July, 2001.

The total revenue losses, accordingly, are \$15,525.83. Ms. Olson was paid no-fault at the statutory rate established in this State for the weeks that she was unable to work--that is, June 5, 2001, through the end of June, 2001, and the month of July, 2001. Her no-fault payments were in the amount of \$2,050.

Injuries in Accident

In the accident, Ms. Olson sustained injuries to her neck, right knee and one of the fingers on her right hand.

Ms. Olson advises that the injuries to her right knee and right hand have healed without any ongoing problem and that she has no difficulty with those parts of her body.

Ongoing Symptoms

Ms. Olson has occasional headaches which she attributes to stiffness or tightness in her neck. She has diminished range of mobility and range of motion in use of her head and neck as a consequence of her neck injuries. Her neck still feels tight and knotted to her. Sometimes, the pain in her neck will radiate down into her back and, in fact, descend into her legs. This phenomena may occur several times a month.

Ms. Olson has significant trouble driving any length of time in her car. After she has driven for 1½ hours or more, she needs to stop, rest and walk around to discourage stiffness in her neck. Her neck continues to be very tender to the touch.

She is not presently taking any medications for neck pain. She believes that she last saw the chiropractor with whom she has treated sometime in January or February. She tries to avoid frequent trips to the chiropractor since this treatment may adversely affect her ability to manage her business.

Ms. Olson advises that she now feels that she can function with some semblance of normality relative to her work. She would say that she has reached a plateau or maximum medical improvement with respect to her injuries which does allow her to manage her business.

She engages in daily exercises intended to stabilize and strengthen muscles in her back and neck.

Future Treatment

We believe that Ms. Olson will likely require treatment on the basis of about one chiropractic session per month. Chiropractic sessions are currently costing about \$70 per treatment. This would mean that Ms. Olson could reasonably expect to incur approximately \$840 in chiropractic expense yearly. We would expect that this level of treatment will be ongoing at least during Ms. Olson's professional career.

Note that Ms. Olson was born on May 2, 1965.

We trust that this information will be of assistance to you in evaluating this claim. Would you kindly review the circumstances and facts contained in this correspondence and advise?

Thank you for your assistance.

Very truly yours,

John S. Beckmann
JSB:sjs
Enc.

pc: Robin Olson, w/enc.

EXHIBIT A

PAYMENT RECORD

INJURED PARTY Robin Olson
 ADDRESS 1802 Meadows Dr.
Albert Lea mn 56007

CLAIM NUMBER Amn0261902
 SUFFIX _____
 ACCIDENT DATE 6.5.01

MEDICAL EXPENSE <u>20,000</u>				LOSS OF INCOME OR SERVICES				
DATE OF PAYMENT	PROVIDER OF SERVICE	AMT. OF PAYMENT	TOTAL PAID TO DATE	DATE OF PAYMENT	PAYMENT PERIOD		AMT. OF PAYMENT	TOTAL PAID TO DATE
					FROM	TO		
								2050 ⁰⁰
6.19.01	AL Chiro	524.39						
7.2.01	AL Chiro 6.12	85 ⁰⁰						
7.17.01	AL Chiro	594 ⁰⁰						
8.7.01	AL Chiro	502 ⁰⁰	1715.49					
9.18.01	AL Chiro	204 ⁰⁰	1919.49					
8.25.02	AL Chiro	359.32	2278.81					
5.24.02	AL Chiro	791.37	3070.18					
6.17.02	5.12.7.9.16 Albert Lea Chiro	288 ²⁸	3358.46					
10.4.02	11.21.26.23 Albert Lea Chiro	190 ⁸³	3549 ²⁹					
10.13.02	11.27.02 Albert Lea Chiro	416 ⁶⁹	3965 ⁹⁸					
11.15.02	11.23.25.12.21 Albert Lea Chiro	515 ⁸⁹	4481 ⁷⁹					
11.27.02	7.22.11.4 Albert Lea	194.88	4676 ⁶⁶					
12.2.02	11.15.02 Albert Lea Med Ctr	705 ⁰⁰	5381 ⁶⁶					
1.15.03	1.15.03 Wave Hospital	1302 ⁰⁰	6683 ⁶⁶					

EXHIBIT B

Robin Olson's Income Loss Index

Accident Date: June 6, 2001

Time off work: June 7, 2001 to August 2, 2001

Robin One Gross Revenue June 2000:	\$22,235.00
Robin One Gross Revenue June 2001:	\$17,740.21
Robin One Gross Revenue Loss:	\$4,494.79

Robin One Gross Revenue July 2000	\$35,343.20
Robin One Gross Revenue July 2001.	\$24,312.16
Robin One Gross Revenue Loss	\$11,031.04

June 2001 Loss and July 2001 Loss = \$15,525.83

State Auto No-Fault Wage Loss Reimbursement for June and July 2001 totaled \$2,050.00.

Total Income Loss	\$15,525.83
Less No-Fault payment	(\$2,050.00)
Total Income loss	\$13,475.83



ALBERT LEA CHIROPRACTIC

Dr. Douglas J. Edwards
1340 West Main Street
Albert Lea, Minnesota 56007

Phone: 377-3780

February 2, 2003

Hoversten, Johnson, Beckmann & Hovey
Attorneys at Law
807 West Oakland Avenue
Austin, MN 55912

Re: Robin A. Olson
DOB: 5/2/1965
DOI: 6/5/01

Dear Mr. Beckmann:

The patient originally presented herself to my office on 6/7/01 for examination and treatment of injuries sustained in a motor vehicle collision on 6/5/01. The patient was in a head on collision at approximately 5:30 p.m. She was driving her motor vehicle with her seat belt on going approximately 30 miles per hour when another vehicle came on the wrong side of the road around the corner.

Immediate Chief Symptoms

- 1) Shooting right leg pain
- 2) Upper back and neck pain

Original Presentations of Chief Symptoms

- 1) Bilateral suboccipital to frontal type headaches
- 2) Bilateral upper back and neck pain
- 3) Midline mid thoracic pain
- 4) Thoracolumbar pain

Past History

Noncontributory

Examination

The usual orthopedic, neurological and chiropractic tests were performed on this patient providing information leading to the working diagnosis

X-ray examination

- 1) Cervical x-rays were obtained on 6/7/01, see enclosed report
- 2) Cervical MRI was obtain on 11/5/02, see enclosed report

EXHIBIT

tabbles

C

TOTAL P. 03

Original Diagnosis

Acute traumatic hyperflexion injury to the cervicothoracic spine producing:

- 1) Moderate cervical facet sprain with attendant cervicothoracic strain/sprain and cervicothoracic and costovertebral subluxation fixation complex
- 2) Cervicogenic headaches subsequent to diagnosis #1
- 3) Thoracolumbar strain/sprain with subluxation
- 4) Bilateral knee strain/sprain with possible cartilage/meniscus damage

Treatment History

- 1) The patient, subsequent to the motor vehicle collision, did go to Urgent Care where x-rays were obtained and was released
- 2) Patient presented herself to my office on 6/7/01 and treatment began subsequent to the establishment of the working diagnosis, which included but is not limited to conservative chiropractic care, conjunctive therapy, home exercise programming and activity modification. The patient has been treated from 6/7/01 through her last visit being 12/4/02.
- 3) All treatment provided at this facility has been reasonable and necessary to cure or relieve the injuries sustained in the motor vehicle collision that the patient was in on 6/5/01.

Prognosis

The patient is still suffering from residuals involving the musculoligamentous apparatus of primarily the cervicothoracic spine and secondarily the thoracolumbar and lumbosacral spine. Upon clinical examination, it appears that the morphology of the structures is changed, as evidenced by the multiple fibrous nodules that have been palpated. This results in impaired function, which reduces range of motion and causes pain upon repetitive movements. Exacerbations and remissions will tend to reoccur with this condition and flare ups are most likely to occur secondary to overuse, sustained positions, increased physical and emotional stresses, as well as extreme changes in temperature and humidity.

Exercise is an integral part of the patient's treatment protocol. Since the injured myofascial structures are used in everyday activities, flare ups often occur secondary to normal use since the morphology, and thus the physiology, has been altered secondary to the trauma. Therefore, a graduated and progressive exercise regime is best employed in order to re-train these structures and adapt them to proper functioning secondary to the trauma. The patient needs to continue this repetitive exercise programming to retrain and re-educate the musculature to maintain the most normal joint integrity she is capable of. A daily routine of these stretching and strengthening exercises will help her to function at a higher level. I feel that manipulative and subsequent conjunctive therapy, on an as need basis will help her during the flare-ups. I, therefore, did suggest to the patient that she follow-up with chiropractic care on an as need basis.

I feel that the patient has sustained permanent partial spinal injuries. In view of this, and to protect her future health, I have made the above recommendations. Furthermore, it is probable that the patient will sustain early post-traumatic degenerative changes as a result of the trauma further complicating the probable exacerbations and remissions that may require intermittent care in the future.

Should an impairment rating be needed the patient must schedule specifically for that examination.

As always, should you have any further questions or concerns, please feel free to contact me personally at my office.

Sincerely,



Douglas J. Edwards, D.C.
DJE/tmk

Insuring Company:
Date of Loss:
Claimant Name:

Kansas City Fire & Mar
June 5, 2001
Robin Ann Olson

RECEIVED MAY 19 2004

General Release

Know All Men By These Presents:

That, the Undersigned for and in consideration of the sum of TWENTY THOUSAND AND 00/100 Dollars (\$20,000.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge TIMOTHY WESTLAND, his/her/their successors and assigns, and/or his/her/their heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Undersigned, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Undersigned, and especially from all liability arising out of an occurrence that happened on or about the 5th day of June, 2001, at or near Greenwood Drive & Hammer Rd in the city of Albert Lea, in the state of MN. DOES NOT AFFECT ROBIN OLSON'S NO-FAULT CLAIMS PURSUANT TO MINN. STATUTES AT CHAPTER 65B. Further, in consideration of the above payment the UNDERSIGNED ALSO EXPRESSLY DECLARES AND AGREES:

That all claims, past, present or future, are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as admission of liability or responsibility at any time or in any manner whatsoever.

That this release covers and includes all claims several or otherwise, past, present or future, which may or may ever be asserted by any person or persons, as heirs, or otherwise, as the result of injuries or death and/or damages as aforesaid or the effects or consequences thereof;

That this full and final release shall cover and include all and any future injuries, death and/or damages not now known to any of the parties hereto but which may later develop or be discovered including the effects or consequences thereof and including all causes of action thereof;

That the Undersigned will indemnify and hold harmless the said parties released hereby, against loss from any and every claim or demand of every kind and character, which may be asserted by reason of said occurrence, injuries and/or damages or effects or consequences thereof;

Notice: That those who are hereby released have not given written consent to this settlement and shall not be estopped or otherwise barred from asserting and expressly reserve the right to assert, any claim or cause of action they may have against the Undersigned or any others.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

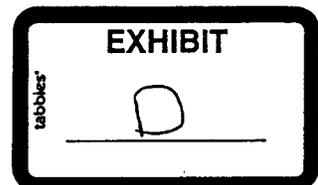
IN WITNESS WHEREOF, the hand and seal of the Undersigned is set hereunto this

22nd day of December, 2003.

Signed, sealed and delivered in the presence of

NAME

Robin Ann Olson (LS)
SIGNATURE



Insuring Company:

Kansas City Fire & MAR

Date of Loss:

June 5, 2001

Claimant Name:

Robin Ann Olson

ADDRESS

(LS)

NAME

SIGNATURE

ADDRESS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC OR COMMISSION OF DEEDS

STATE OF Minnesota

COUNTY OF Mower

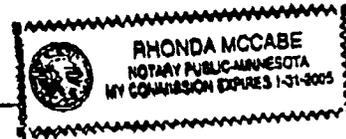
On the date of the execution of the Release before me personally came said Claimant known to me to be the individual(s) described in and who executed this Release, and acknowledged that

Robin Olson

fully understand(s) its contents and meaning and duly executed the same as his/her/their free act and deed for the sole consideration expressed.

My Commission Expires:

Rhonda R. McCabe (Seal)



Retain A Copy For Your Records

**UNITED STATE BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

IN RE:

Bankruptcy Case No. 04-30109-DDO
Chapter 7 Case

Robin Ann Olson,

PROOF OF SERVICE BY U.S. MAIL

Debtor(s),

Shannon Decker, employed by Ryan & Grinde, LTD, attorney(s) licensed to practice law in this court, with office address of 407 14th Street NW, PO Box 6667, Rochester, Minnesota 55903-6667, declares that on May 27, 2004, she served the annexed **RESPONSE TO TRUSTEE'S MOTION OBJECTING TO EXEMPTIONS; MEMORANDUM OF LAW AND ITS EXHIBITS A-D** upon each of the entities named below by mailing to each of them a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Rochester, Minnesota, addressed to each at their respective addresses as follows:

US TRUSTEE
1015 US COURTHOUSE
300 SOUTH FOURTH STREET
MINNEAPOLIS MN 55415

CHARLES W RIES
MASCHKA RIEDY & RIES LAW FIRM
UNION SQUARE BUSINESS CENTER SUITE #200
201 NORTH BROAD STREET
PO BOX 7
MANKATO MN 56002-0007

And I declare, under the penalty of perjury, that the foregoing is true and correct.

Dated: May 27, 2004

Signed 
Shannon Decker