NEUROLOGICAL SURGERY

JOHN W. PACE, M.D.
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2040 NORTH FRESNO STREET
FRESNO 3, CALIFORNIA

BALDWIN 9-6561

July 26, 1966

Aetna Casualty & Surety Co.
Suite 800, Del Webb Center
Fresno 21, Calif.

Re: Kenneth M. Frederick
Emp: Owens Corning Fiberglas

Attn: John S. Backer

Dear Sir:

The above named patient was admitted to my service at St. Agnes Hospital on 7-8-65 at the request of Dr. Parker Powell. Enclosed is a copy of my History & Examination dictated at that time.

Lumbar spine films on 7-8-65 showed narrowing of L5-S1 with some hypertrophic arthritic changes. A chest film was also obtained on this date. Enclosed is a copy of these reports.

A pantopaque myelogram was performed on 7-9-65. This study revealed a defect at L5-S1 on the right. A copy of this report is also enclosed.

A laminectomy was performed on 7-13-65 with removal of an extruded intervertebral disc at the lumbosacral level on the right. Postoperatively, the patient made an uneventful recovery and was discharged home on 7-20-65. Final diagnosis at that time was extruded intervertebral disc lumbosacral, right, asbestosis.

The patient was seen in my office for several recheck examinations, showing consistent improvement and was dismissed from my care on 10-26-65.

Mr. Frederick was next seen on 5-9-66. At this time he had been off work approximately one month with pneumonia. Unrelated to any particular activity, he began to have aching in the right calf and foot. This gradually became worse, involving the thigh. There was minimal low back pain and no left leg pain. The pain tended to be aggravated by walking and standing.

1100-9565

Examination on 5-9-66 revealed the patient to be quite ill-appearing and pale. There was a full range of painless back motions. There was no spasm or tenderness on palpation of the back musculature. Straight leg raising is carried to 90° on the left without pain, and on the right elevation to 90° caused slight discomfort. The sciatic nerve on the right was quite tender on palpation. The ankle jerk was absent on the right. There was no hypesthesia.

Auscultation of the lungs suggested decreased air entry over the right lung field with a suggestion of some dullness in the basal regions on the right. The abdomen was negative. Liver and spleen were not palpable.

It was felt the history and findings were quite suggestive of an occult neoplasm. Particularly, the possibility of a retroperitoneal neoplasm was raised. The patient was referred back to Dr. Mau, his referring physician. Dr. Mau was contacted by telephone and further investigation along these lines recommended. The patient was subsequently admitted to Fresno Community Hospital by Dr. Mau and extensively investigated by Dr. Mau and, additionally, by a medical consultant, Dr. Woo. Their studies failed to illustrate a neoplasm at that time. Additionally, I again re-examined the patient in hospital, as did Dr. Powell, without finding a definite cause for his problem. A repeat myelogram was performed during that admission without revealing any pathology. During this time the patient's pain receded and actually seemed to disappear over a matter of a day or two, so that he was discharged - a diagnosis not having been established. Subsequently, I was advised by Dr. Mau that he was readmitted to the hospital a few weeks later and at that time a diagnosis of an oat cell carcinoma of the lungs established. The patient was not seen by this examiner on this last admission.

COMMENT: From the neurosurgical point of view, this patient was originally treated for a lumbosacral disc extrusion - to which surgery he responded very satisfactorily. Subsequently, he presented with findings leading to the diagnosis of occult retroperitoneal neoplasia which could not be definitely demonstrated, despite extensive study in hospital. On a subsequent admission a neoplasm of the lung was finally demonstrated.

The patient did have a longstanding history of asbestosis with findings as outlined above which would, of course, be industrially related. Insofar as the relation of his neoplasm to his asbestosis

is concerned, my reading would indicate an incidence as high as 13% of carcinoma of the lungs in patients with asbestosis. This would, I feel, strongly suggest a direct relationship between the patient's tumor and his occupation. Such an opinion, however, is somewhat far afield in my chosen specialty and I would suggest an opinion be obtained from an Internist or surgeons specializing in the treatment of pulmonary diseases.

Very truly yours,

Robert Lippert M.D.

R. G. Lippert, M. D.

RGL/vl
encls.

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The name and address of applicant's attorney (if any): Fryer, Karr & Millett, 1229 "N" Street, Fresno, California 93721

who requests a fee of $1,350.00, having been previously paid $ NONE

9. Reason for compromise Dispute exists as to whether or not injury or death AOE/COE. Dispute exists as to periods of employment with various employers. Dispute exists as to whether or not which, if any, period of employment contributed to the alleged injury or death.

10. The undersigned request that this compromise agreement and release be approved.

11. Upon approval of this compromise agreement as provided by law, and payment in accordance with the provisions of said order of approval, said applicants and each of them do hereby release and forever discharge said employer and said insurance company of and from all claims, demands, actions or causes of action, of every kind or nature whatsoever, on account of, or by reason of the injury and death sustained as aforesaid by the employee, and in particular of any, all and every claim or cause of action which the undersigned, heirs, executors, representatives, or administrators may have had, now have, or shall hereafter have against said employer, said insurance carrier, and each of them under Division IV of Labor Code of the State of California.

12. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the applicant, and that it may be set for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein, and that if hearing is held with this document used as an application the defendants' shall have available to them all defenses that were available as of the date of filing of this document, and that it may thereafter be approved, disapproved, or a decision issued after a hearing has been held and the matter regularly submitted.

13. For the purpose of determining the lien claim filed herein for the unemployment compensation disability and/or unemployment compensation benefits which have been paid under or pursuant to the California Unemployment Insurance Code, the parties propose the following division of the sum agreed upon for settlement and release of this case:

$ _____ for temporary disability covering the period None filed to _____

$ _____ for accrued medical expense paid or incurred by the employee.

$ _____ for future medical care.

$ _____ for permanent disability.

14. Provisions of Labor Code Section 5313 are waived.

(The above segregation must be fair and reasonable and must be based on the real facts of the case. There should be no attempt made to deprive the lien claimant of a reasonable recovery consistent with all the amounts involved.)

WITNESS the signature hereof this 2nd day of November, 1972 at Long Beach, Calif.

/s/ Minnie Louise Frederick
MINNIE LOUISE FREDERICK, Applicant

/s/ Bruce Frederick
BRUCE FREDERICK, Applicant

FRYER, KARR & MILLETT

By: /s/ Kenneth J. Fryer
Attorneys for Applicants

See Addendum, Page 2, for signatures of carriers.

WITNESSES

THE APPLICANT'S SIGNATURE MUST BE ATTESTED BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

STATE OF CALIFORNIA
County of Los Angeles } ss.

On this 2nd day of November A.D. 1972 before me, ANNA M. COLLARD a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Minnie Louise Frederick & Bruce Frederick

known to me to be the person S whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

OFFICIAL SEAL
ANNA M. COLLARD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Jan 22, 1974

DRH:jp

/s/ Anna M. Collard
Notary Public in and for said County and State of California

DIA WCAB Form 10 - Page 2 - (REV. 8-69)
FORMERLY Form 631 B

ADDENDUM

INSURANCE CARRIER	EMPLOYER	CONTRIBUTION
U. S. Fidelity and Guaranty Co.	Thomas B. Douglas dba Douglas Insulation Co.	$ 25.00
Transport Indemnity Co. Adjusting Agent for -	Lone Star Industries Successor to Pacific Cement & Aggregates	$ 25.00
Industrial Indemnity	Lorentzen Company	$ 200.00
Aetna Casualty and Surety Co.	Owens Corning Fiberglass Corp.	$ 500.00
Argonaut Insurance Co.	Western Asbestos Co.	$ 1,000.00
Travelers Insurance Co.	Armstrong Contracting & Supply Corp. Johns Mansville Corp. Armstrong Cork Co.	$ 1,000.00
State Compensation Insurance Fund	Western Asbestos Co.	$10,750.00

See Page 2 of Addendum for signatures of various carriers.

Division of Industrial Accidents - Fresno
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FRESNO OFFICE
Workmen's Compensation Appeals Board

U. S. FIDELITY AND GUARANTY CO.

By: Robert Costanzo
ROBERT COSTANZO, Its Attorney

TRANSPORT INDEMNITY CO.

By: J. M. Hollo
HANNA & BROPHY, Attorneys

INDUSTRIAL INDEMNITY

By: J. M. Hollo
HANNA & BROPHY, Its Attorneys

AETNA CASUALTY AND SURETY CO.

By: William K. Gillespy
CREEDE, DAWSON & GILLASPY, Its Attorne

ARGONAUT INSURANCE CO.

By: Frank L. Finnan
STUTSMAN, NAGEL, FERRARI AND COLE,
Its Attorneys

TRAVELERS INSURANCE CO.

By: John M. Peterson
CAMPBELL & McPEETERS, Its Attorneys

STATE COMPENSATION INSURANCE FUND

By: Donald R. Heller
DONALD R. HELLER, Attorney