

## APPEAL NO. 002751

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing (CCH) was held on November 17, 2000. With regard to the only issue before him, the hearing officer determined that no good cause exists to relieve the appellant (claimant) from the effects of an agreement signed on June 2, 1999.

The claimant, in a brief note, states that she wishes to appeal (the hearing officer's decision) and that she has a 29% impairment rating (IR) instead of an 8% IR. The respondent (carrier) responds that the claimant's note does not constitute a request for review pursuant to Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 143.3(a)(2) (Rule 14.3(a)(2)) or in the alternative requests affirmance.

### DECISION

Affirmed.

While the claimant's note does not address the issue at hand, the claimant does state that she is appealing and we will consider that an appeal on the sufficiency of the evidence.

It appears undisputed that the claimant sustained a compensable low back injury (although she testified that she injured her right side) assisting a patient. Most of the brief CCH dealt with the claimant's IR which was not the issue at the CCH or the issue before us now. The claimant, who was at the time represented, appeared at a benefit review conference (BRC) on June 2, 1994, and entered into a BRC agreement which stated that maximum medical improvement was "5-27-94," that the IR was 8% as "given by the designated doctor," and that the carrier was to pay temporary income benefits to May 27, 1994. The agreement is signed by the claimant, the claimant's then attorney, the carrier's representative, and the benefit review officer (BRO), with all signatures dated June 2, 1994. The claimant seeks to be relieved of the effects of the agreement on the ground that the IR is too low and is unfair and unjust. There was no contention, much less evidence of fraud, misrepresentation, mistake, or duress.

Section 410.029 provides that if a BRC results in the resolution of some of the disputed issues by agreement, the BRO shall reduce the agreement to writing and the BRO and each party or the designated representative of a party shall sign the agreement. Section 410.030 provides:

#### Section 410.030. BINDING EFFECT OF AGREEMENT.

- (a) An agreement signed in accordance with Section 410.029 is binding on the insurance carrier through the conclusion of all matters relating to the claim, unless the commission [Texas Workers' Compensation

Commission] or a court, on a finding of fraud, newly discovered evidence, or other good and sufficient cause, relieves the insurance carrier of the effect of the agreement.

- (b) The agreement is binding on the claimant, if represented by an attorney, to the same extent as on the insurance carrier. . . .

Rule 147.4 essentially repeats the provisions of Sections 410.029 and 410.030. The hearing officer further found that the claimant's "actual injuries and the contents of the agreement are not so grossly disproportionate as to constitute any ground for overturning the agreement." We interpret this as meaning that the hearing officer found no other good and sufficient cause to relieve the claimant of the effects of the agreement.

We find the hearing officer's decision supported by the evidence and not incorrect as a matter of law. Accordingly, the hearing officer's decision and order are affirmed.

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Thomas A. Knapp  
Appeals Judge

CONCUR:

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Kenneth A. Huchton  
Appeals Judge

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Susan M. Kelley  
Appeals Judge