

APPEAL NO. 023108
FILED JANUARY 23, 2003

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on November 6, 2002. On the sole issue, the hearing officer determined that the appellant (claimant) is not relieved of the effects of the agreement signed on February 9, 2001, which limits the compensable injury to a lumbar sprain/strain and a disc protrusion at L3-4 only. The claimant appeals, asserting good cause to set aside the agreement. The respondent (carrier) urges affirmance. The claimant filed a supplemental brief on January 10, 2003. The supplement was not timely as an appeal and, therefore, will not be considered.

DECISION

Affirmed.

The hearing officer did not err in reaching the complained-of determination. We review a hearing officer's decision on a request to set aside an agreement under an abuse-of-discretion standard. Texas Workers' Compensation Commission Appeal No. 92426, decided October 1, 1992. The Appeals Panel must consider whether the hearing officer looked to appropriate guiding principles or standards in making the determination. Morrow v. H.E.B., 714, S.W.2d 297 (Tex. 1986). Under the circumstances presented in this case, we cannot conclude that the hearing officer abused her discretion or otherwise erred in determining that the claimant is not relieved of the effects of the agreement signed on February 9, 2001.

The decision and order of the hearing officer are affirmed.

The true corporate name of the insurance carrier is **LUMBERMEN'S UNDERWRITING ALLIANCE** and the name and address of its registered agent for service of process is

**DANIEL J. O'BRIEN
12200 FORD ROAD, SUITE 344
DALLAS, TEXAS 75234-7625.**

Edward Vilano
Appeals Judge

CONCUR:

Judy L. S. Barnes
Appeals Judge

Chris Cowan
Appeals Judge