

APPEAL NO. 030577
FILED APRIL 14, 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 February 3, 2003. The parties entered into an agreement at the hearing, which resolved the issues before the hearing officer. The hearing officer entered a decision consistent with the parties' agreement that (1) the compensable injury of _____, includes right knee medial and lateral meniscal tears, but does not include right knee osteochondral defect, chondromalacia, and osteoarthritis; (2) the appellant (claimant) had disability from March 5, 2002, through April 11, 2002; (3) the claimant reached maximum medical improvement on August 7, 2002; and (4) the claimant had a four percent impairment rating, as certified by the claimant's treating doctor. The claimant appeals, asserting that he "did not understand the agreement did not include osteochondral defect, chondromalacia and osteoarthritis." No response was filed.

DECISION

Affirmed.

The hearing officer did not err in making the complained-of determinations. Section 410.166 and Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 147.4(c) (Rule 147.4(c)) provide, in part, that an oral agreement of the parties that is preserved in the record is final and binding on the date made. Rule 147.4(d) further provides that an oral agreement is binding on a unrepresented claimant through the final conclusion of all matters relating to the claim while the claim is pending before the Texas Workers' Compensation Commission (Commission), unless set aside by the Commission for good cause. The claimant agreed, on the record at the hearing, that his injury did not include an osteochondral defect, chondromalacia and osteoarthritis of the right knee. The claimant articulates no basis, in his appeal, for establishing good cause to set aside the agreement and none is apparent in the record. Accordingly, we find no basis to reverse the hearing officer's decision.

The decision and order of the hearing officer are affirmed.

The true corporate name of the insurance carrier is **AMERICAN HOME ASSURANCE COMPANY** and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY
800 BRAZOS, SUITE 750, COMMODORE 1
AUSTIN, TEXAS 78701.**

Edward Vilano
Appeals Judge

CONCUR:

Elaine M. Chaney
Appeals Judge

Thomas A. Knapp
Appeals Judge