

APPEAL NO. 030954  
FILED MAY 20, 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 (CCH) was held on April 2, 2003. The hearing officer resolved the disputed issue by deciding that the appellant (claimant) had disability resulting from the compensable injury sustained on \_\_\_\_\_, for the period beginning May 8, 2002, and continuing through June 8, 2002. The claimant appealed, contending that the evidence showed that he had disability from March 15, 2001, through June 8, 2002. The respondent (carrier) responded, requesting affirmance, but noted that it had agreed that the claimant had disability from October 8, 2001, through March 20, 2002.

DECISION

Reversed and rendered.

The parties stipulated that the claimant sustained a compensable injury on \_\_\_\_\_. The disputed issue was whether the claimant has had disability, and if so, for what period. There was no stipulation made at the CCH regarding any period of disability. However, the claimant's attorney in opening statement stated that the claimant had received temporary income benefits (TIBs) from October 8, 2001, through March 20, 2002, and that the time periods in dispute were from March 15, 2001, through October 7, 2001, and from March 21, 2002, through July 19, 2002. During cross-examination of the claimant, the carrier's attorney indicated that the carrier had agreed to pay TIBs from October 7, 2001, to March 21, 2002. In closing arguments, the claimant's attorney and the carrier's attorney both indicated that there was an agreement to pay benefits. Carrier's Exhibit No. 4 is a Benefit Dispute Agreement (TWCC-24) dated December 7, 2001, in which the parties agreed that the claimant has a compensable right knee injury and that the claimant had disability from October 8, 2001, through December 7, 2001. In its response to the claimant's appeal, the carrier states that it accepted the claim as compensable and agreed that the claimant had disability from October 8, 2001, through March 20, 2002. The carrier further states in its response that it disputed disability from March 15, 2001, through October 7, 2001, and from March 21, 2002, through July 19, 2002.

In light of the representations made at the CCH regarding an agreed period of disability and the carrier's admission in its response that it agreed that the claimant had disability from October 8, 2001, through March 20, 2002, it appears to be undisputed that the parties in fact had an agreement or agreements that covered the period of October 8, 2001, through March 20, 2002, although the TWCC-24 in evidence only covers the period of October 8, 2001, through December 7, 2001. The hearing officer determined that the claimant had disability only from May 8, 2002, through June 8, 2002. We reverse the hearing officer's decision and render a decision that the claimant

had disability from October 8, 2001, through March 20, 2002, and from May 8, 2002, through June 8, 2002.

With regard to the claimant's assertion that being laid off work on March 15, 2001, was the same thing as having the employer withdraw a bona fide offer of employment, we note that the Work Status Report (TWCC-73) relied upon by the claimant as evidencing work restrictions at the time he was laid off only provides for restricted duty from December 28, 2000, through January 2, 2001. We also note that after seeing a doctor on December 28, 2000, the claimant did not seek further medical treatment until July 2001. In view of the evidence, the hearing officer was not compelled to find that the claimant was on restricted work duty at the time he was laid off on March 15, 2001.

We reverse the hearing officer's decision and we render a decision that as a result of his compensable injury of \_\_\_\_\_, the claimant had disability from October 8, 2001, through March 20, 2002, and from May 8, 2002, through June 8, 2002.

The true corporate name of the insurance carrier is **TRINITY UNIVERSAL INSURANCE COMPANY** and the name and address of its registered agent for service of process is

**DONALD GENE SOUTHWELL  
10000 NORTH CENTRAL EXPRESSWAY  
DALLAS, TEXAS 75265.**

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Robert W. Potts  
Appeals Judge

CONCUR:

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Judy L. S. Barnes  
Appeals Judge

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Gary L. Kilgore  
Appeals Judge