

APPEAL NO. 031621  
FILED AUGUST 8, 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 May 27, 2003. The hearing officer resolved the disputed issues by deciding: (1) that no other good and sufficient cause exists to relieve the appellant (claimant) from the effects of a Benefit Dispute Agreement (TWCC-24) he signed on August 9, 2002; (2) that the compensable injury of \_\_\_\_\_, does not extend to include the lumbar disc protrusions at L4-5, L5-S1, and degenerative disc disease; (3) since the TWCC-24 dated August 9, 2002, is binding, the conditional issue of compensability is moot; and (4) that as a result of the compensable injury of \_\_\_\_\_, in addition to the period of disability agreed upon in the TWCC-24, the claimant had disability from August 10, 2002, through the date of the CCH. The claimant appealed the hearing officer's determination regarding the TWCC-24, essentially asserting that he relied erroneously on his attorney to represent his interests regarding his medical condition, that he was not in his right mind because he was taking medication the date that he signed the agreement, and that he did not have his reading glasses with him on the date he signed the agreement. The respondent (carrier) responds, urging affirmance. The hearing officer's injury, extent-of-injury, and disability determinations have not been appealed and have become final pursuant to Section 410.169.

DECISION

Affirmed.

The hearing officer did not err in determining that no good cause exists to relieve the claimant of the effects the August 9, 2002, agreement. Section 410.030 addresses agreements and provides:

- (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 [Texas Workers' Compensation Commission (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. If the claimant is not represented by an attorney, the agreement is binding on the claimant through the conclusion of all matters relating to the claim while the claim is pending before the commission, unless the commission for good cause relieves the claimant of the effect of the agreement.

It is undisputed that an attorney represented the claimant when he signed the TWCC-24 on August 9, 2002. The TWCC-24 reflects that that the “[p]arties agreed that the claimant sustained a compensable injury diagnosed as a lumbar strain. The injury does not extend to include degenerative disc disease” and that “the claimant has disability as a result of the \_\_\_\_\_, injury beginning April 17, 2002, through [August 9, 2002].” The hearing officer reviewed the evidence and determined that the claimant did not establish that that there was other good and sufficient cause to relieve the claimant from the effects of the agreement he signed on August 9, 2002. We perceive no error.

We affirm the hearing officer’s decision and order.

The true corporate name of the insurance carrier is **AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA** and the name and address of its registered agent for service of process is

**CT CORPORATION SYSTEM  
350 NORTH ST. PAUL STREET  
DALLAS, TEXAS 75201.**

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Veronica Lopez-Ruberto  
Appeals Judge

CONCUR:

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Elaine M. Chaney  
Appeals Judge

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Robert W. Potts  
Appeals Judge