

APPEAL NO. 032546  
FILED NOVEMBER 18, 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 August 27, 2003. The hearing officer determined that the attorney's fee awarded in the amount of \$562.50 was excessive, and ordered that respondent 1 (claimant) pay the appellant (attorney) no fees, and that any fees of the \$562.50 already paid to the attorney be reimbursed by the attorney to the claimant.

The attorney appeals, contending that her fees were reasonable and necessary and that the hearing officer had encouraged the carrier's attorney "to be sure and submit a bill." There was no response from either the claimant or respondent 2 (carrier).

DECISION

Affirmed.

The attorney testified that she had been retained by the claimant on May 14, 2002, to represent the claimant in a workers' compensation matter and that relationship was severed on March 13, 2003. The claimant had requested the CCH alleging that the attorney/client relationship had been verbally severed in July or August 2002 and requesting review of a Texas Workers' Compensation Commission (Commission) Order for Attorney's Fees (Order) awarding attorney fees for services rendered between September 18, 2002, and March 6, 2003. We observe that prior Commission orders awarding attorney's fees to the attorney in the amount of \$892.50 for services rendered between May 16 and July 8, 2002, and \$487.50 for services rendered between July 1 and August 21, 2002, have apparently been paid and are not at issue here.

The hearing officer reviewed the attorney's fees requests and supporting documentation. Some of the documentation concerned contact between the attorney and apparently the carrier's adjuster regarding payment of fees to be made to the attorney. Other documentation deals with medical bills, which apparently had not been paid or were reduced by the carrier. The hearing officer questioned the attorney how those services benefited the claimant. The hearing officer determined, regarding the medical care fees, that there was no compensation benefits resulting to the claimant, and also determined that contact with the carrier regarding the attorney's fees were activities solely to determine and preserve payment of fees to the attorney and resulting in no additional compensation benefits for the claimant.

We review the hearing officer's determinations regarding attorney's fees under an abuse-of-discretion standard. In determining whether there has been an abuse of discretion, the Appeals Panel looks to see whether the hearing officer acted without reference to any guiding rules or principles. Texas Workers' Compensation Commission Appeal No. 951943, decided January 2, 1996, citing Morrow v. H.E.B.,

Inc., 714 S.W.2d 297 (Tex. 1986). In reviewing the complained-of determinations, we conclude that the hearing officer did not abuse his discretion in the allowance of attorney's fees for contact with the doctor regarding medical bills denied by the carrier and contact with the carrier for fees to be paid to the attorney.

We would also note that our review of the record does not support the attorney's contention that the hearing officer "repeated," or even once, told the carrier's attorney "to be sure and submit a bill." Furthermore, whatever the carrier's attorney may have been paid for attending the CCH has no bearing on whether the attorney's fees paid to the claimant's attorney were excessive for services rendered between September 2002 and March 6, 2003.

The hearing officer's decision and order are affirmed.

The true corporate name of the insurance carrier is **PACIFIC EMPLOYERS INSURANCE** and the name and address of its registered agent for service of process is

**ROBIN MOUNTAIN  
6600 CAMPUS CIRCLE DRIVE EAST, SUITE 200  
IRVING, TEXAS 75063.**

---

Thomas A. Knapp  
Appeals Judge

CONCUR:

---

Gary L. Kilgore  
Appeals Judge

---

Margaret L. Turner  
Appeals Judge