

APPEAL NO. 033052
FILED JANUARY 7, 2004

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 October 16, 2003. The hearing officer determined that good cause did not exist to relieve the appellant (claimant) from the effects of a Benefit Dispute Agreement (TWCC-24) signed on March 26, 2003.

The claimant appealed, asserting that even though the proceeding was done in Spanish no one explained the agreement to her and that her neck was part of the cervical area. The respondent (carrier) responded, urging affirmance.

DECISION

Affirmed.

On March 26, 2003, at a benefit review conference, which the claimant agrees was conducted in Spanish, her native language, the parties entered into a benefit dispute agreement whereby, in addition to other matters, the carrier accepted a thoracic sprain/strain and a left trapezius muscle strain but agreed that the compensable injury “does not include or extend to include a neck and low back injury.” The TWCC-24 has a notation that the agreement was explained to the claimant in Spanish and was signed by the claimant, the carrier’s attorney, and the benefit review officer. The claimant on appeal raises essentially the same arguments as were raised at the CCH, that the agreement was not explained to her and that she didn’t know the neck was part of the cervical area. As noted by the carrier, the TWCC-24 does not use the word cervical but just refers to the neck.

The hearing officer correctly applied Section 410.030(b) but found that the claimant did not present credible evidence of any good cause to relieve her of the effects of the TWCC-24. The hearing officer considered the evidence and found that the claimant failed to meet her burden of proof on the issue. The hearing officer is the sole judge of the weight and credibility of the evidence (Section 410.165(a)) and, as the trier of fact, resolves the conflicts and inconsistencies in the evidence. In view of the evidence presented, we cannot conclude that such finding is so against the great weight and preponderance of the evidence as to be clearly wrong or manifestly unjust. Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986). Accordingly, the hearing officer did not abuse her discretion in deciding that good cause does not exist to relieve the claimant from the effects of the agreement. Morrow v. H.E.B., Inc., 714 S.W.2d 297 (Tex. 1986).

The decision and order of the hearing officer are affirmed.

The true corporate name of the insurance carrier is **HARTFORD UNDERWRITERS INSURANCE COMPANY** 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.**

Thomas A. Knapp
Appeals Judge

CONCUR:

Robert W. Potts
Appeals Judge

Edward Vilano
Appeals Judge