

APPEAL NO. 040086  
FILED FEBRUARY 27, 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 was held on December 10, 2003. The hearing officer determined that the respondent's (claimant) compensable injury sustained on \_\_\_\_\_, does include lumbar spine MRI findings dated June 17, 2003 (left central disc herniation/protrusion at L5-S1 with internal disc derangement and left S1 nerve root displacement). The appellant (carrier) appealed the hearing officer's extent-of-injury determination on the basis that the claimant is bound by an agreement made at the benefit review conference which limited the compensable injury to a lumbar strain. The claimant responded, urging affirmance.

DECISION

Affirmed.

The parties stipulated that the claimant sustained a compensable lumbar sprain/strain on \_\_\_\_\_. The claimant testified that he worked as a driver and laborer and that he injured his back lifting heavy rocks at work on \_\_\_\_\_. The claimant stated that he was diagnosed with a back sprain/strain and a possible herniated disc. In a Benefit Dispute Agreement (TWCC-24) dated June 12, 2003, the parties agreed that the claimant "sustained a compensable injury, in the form of a lumbar sprain, on \_\_\_\_\_" and that the claimant had "disability from 4-19-03 through 5-30-03 but did not have disability from 5-31-03 through 6-1-03 resulting from the compensable injury sustained on \_\_\_\_\_." After the TWCC-24 was signed on June 12, 2003, an MRI of the lumbar spine was performed on June 17, 2003. The MRI of the lumbar spine reflects a left central disc herniation/protrusion at L5-S1 with internal disc derangement and left S1 nerve root displacement.

The carrier contends that the claimant's compensable injury does not include the MRI lumbar findings because the claimant is bound by the terms of the TWCC-24. We note that the extent of injury was not an issue that was addressed in the TWCC-24, and the agreement did not limit the injury to a lumbar sprain. The issue was, did the claimant sustain a compensable injury. The agreement was that the claimant did sustain a compensable lumbar sprain injury, which does not preclude any other extent-of-injury issues.

Extent of injury is a factual question for the fact finder to resolve. The hearing officer, as finder of fact, is the sole judge of the relevance and materiality of the evidence as well as the weight and credibility that is to be given to the evidence. Section 410.165(a). There is sufficient evidence to support the hearing officer's extent-of-injury determination. Nothing in our review of the record reveals that the challenged determinations were incorrect as a matter of law or are so against the great weight and preponderance of the evidence as to be clearly wrong or manifestly unjust. Accordingly,

no sound basis exists for us to disturb the extent-of-injury and disability determinations on appeal. Cain v. Bain, 709 S.W.2d 175 (Tex. 1986).

The hearing officer's decision and order is affirmed.

The true corporate name of the insurance carrier is **CONTINENTAL CASUALTY COMPANY** and the name and address of its registered agent for service of process is

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

---

Thomas A. Knapp  
Appeals Judge

CONCUR:

---

Chris Cowan  
Appeals Judge

---

Michael B. McShane  
Appeals Panel  
Manager/Judge