APPEAL NO. 041305
FILED JULY 21, 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 May 20, 2004. The hearing officer resolved the disputed issues by determining that the appellant (claimant) sustained a compensable injury on _____, and had disability from September 1 through September 14, 2003, and from September 22 through November 3, 2003, and at no other time between August 28, 2003, and May 20, 2004. The claimant appeals, arguing that disability was continuous from September 22, 2003, through the date of the hearing. The claimant additionally argues that the hearing officer erred in making a finding of fact stating that the claimant sustained a thoracic strain in the course and scope of employment on _____. The appeal file contains no response from the respondent (carrier).

DECISION

Affirmed.

Whether and for which periods of time the claimant had disability were factual questions for the hearing officer to resolve. The hearing officer is the sole judge of the weight and credibility of the evidence (Section 410.165(a)) and it is for the hearing officer to resolve such conflicts and inconsistencies in the evidence as were present in this case (Garza v. Commercial Insurance Company of Newark, New Jersey, 508 S.W.2d 701 (Tex. Civ. App.-Amarillo 1974, no writ)). It was the hearing officer's prerogative to believe all, part, or none of the testimony of any witness, including that of the claimant. Aetna Insurance Company v. English, 204 S.W.2d 850 (Tex. Civ. App.-Fort Worth 1947, no writ). The hearing officer explained her rationale for finding that disability ended on November 3, 2003, and her reasoning is supported by the evidence. Nothing in our review of the record indicates that the hearing officer's disability determination 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).

The hearing officer concluded that the claimant sustained a compensable injury on _____. The corresponding finding of fact reads:

> The claimant sustained a thoracic strain in the course and scope of employment on _____.

The claimant contends that the hearing officer erred in making this finding of fact, as it essentially resolves an extent-of-injury dispute, which was not presented for resolution. We do not agree. It appears that in making this finding, which, according to the records in evidence, accurately reflects the nature of the injury as diagnosed at this point, the hearing officer was explaining her reasoning for the disability determination. The hearing officer's conclusion of law is simply that the claimant sustained a compensable

injury on the date in question and does not limit the compensable injury to a thoracic strain. Under these facts, we perceive no error in the corresponding finding of fact. However, we would point out that this finding of fact should not be interpreted as defining the nature of the injury for all time or as precluding a future extent-of-injury dispute.

The decision and order of the hearing officer are affirmed.

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
DALLAS, TEXAS 75201.

_____
Chris Cowan
Appeals Judge

CONCUR:

_____
Daniel R. Barry
Appeals Judge

_____
Robert W. Potts
Appeals Judge