

APPEAL NO. 081484  
FILED NOVEMBER 19, 2008

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 September 17, 2008. The parties reached an agreement on the sole disputed issue. Consistent with the parties' agreement, the hearing officer determined that the appellant (claimant) sustained disability from June 30 through November 17, 2007, and that the claimant did not sustain disability from November 18, 2007, through April 18, 2008. The claimant appeals the hearing officer's decision, seeking to set aside the underlying agreement. The respondent (carrier) urges affirmance.

DECISION

Reversed and remanded.

The following issue was certified in the Benefit Review Conference Report: did the claimant have disability resulting from an injury sustained on \_\_\_\_\_, and if so, for what period. The record reflects that the parties agreed to revise the disability issue to include the specific time frame: June 30, 2007, through April 18, 2008. The parties agreed on the record that the claimant sustained disability from June 30 through November 17, 2007, and that the claimant did not sustain disability from November 18, 2007, through April 18, 2008. Both parties agreed on the record that this was their agreement. The hearing officer approved the parties' agreement and issued a decision consistent with that agreement.

The claimant now appeals the hearing officer's decision, stating that she understood that she had negotiated an agreement to receive about \$8,000.00. The claimant states she agreed to the dates of disability believing "they added up to a little over \$8,000.00." The carrier responded, stating that the claimant expressed an understanding of the agreement and willingness to enter into that agreement on the record at the CCH.

The claimant was not represented by an attorney at the CCH. 28 TEX. ADMIN. CODE § 147.4(c) (Rule 147.4(c)) provides that an oral agreement reached during a CCH and preserved in the record is effective and binding on the date made. Rule 147.4(d)(2) further provides, in part, that a signed written agreement, or one made orally, as provided by subsection (c) of Rule 147.4, is binding on a claimant not represented by an attorney through the final conclusion of all matters relating to the claim while the claim is pending before the Texas Department of Insurance, Division of Workers' Compensation (Division), unless set aside by the Division for good cause. Applying this standard, we have said that an agreement may be set aside on a showing of failure to understand the extent of the agreement, mutual mistake of fact, misrepresentation, or for other good cause shown. See Appeals Panel Decision (APD) 041843, decided September 20, 2004; APD 93706, decided September 27, 1993; APD

950180, decided March 21, 1995; APD 951812, decided December 4, 1995; APD 971027, decided July 18, 1997; APD 950791, decided July 3, 1995.

We reverse and remand the hearing officer's decision for a determination of whether good cause exists to set aside the parties' agreement. If good cause is found to exist, the hearing officer should take evidence and issue a decision on the merits of the disability issue.

Pending resolution of the remand, a final decision has not been made in this case. However, since reversal and remand necessitate the issuance of a new decision and order by the hearing officer, a party who wishes to appeal from such new decision must file a request for review not later than 15 days after the date on which such new decision is received from the Division, pursuant to Section 410.202 which was amended June 17, 2001, to exclude Saturdays and Sundays and holidays listed in Section 662.003 of the Texas Government Code in the computation of the 15-day appeal and response periods. See APD 060721, decided June 12, 2006.

The true corporate name of the insurance carrier is **AMERICAN HOME ASSURANCE COMPANY** and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY  
701 BRAZOS STREET, SUITE 1050  
AUSTIN, TEXAS 78701.**

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Margaret L. Turner  
Appeals Judge

CONCUR:

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Thomas A. Knapp  
Appeals Judge

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Veronica L. Ruberto  
Appeals Judge