

APPEAL NO. 160850

FILED JUNE 22, 2016

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 April 14, 2016, in San Antonio, Texas, with (hearing officer) presiding as hearing officer. The hearing officer determined: (1) the compensable injury does extend to herniated nucleus pulposus at C4-5, C5-6, L4-5, and L5-S1; (2) the respondent (claimant) does not have disability resulting from the compensable injury from June 12, 2015, to the CCH; (3) the claimant reached maximum medical improvement (MMI) on July 20, 2015; and (4) the claimant's impairment rating (IR) is five percent. The appellant (carrier) appeals the hearing officer's determination of the extent of the compensable injury, arguing that the determination does not reflect the agreement of the parties. The claimant responded, indicating his agreement that the hearing officer's determination of the extent of the compensable injury did not accurately reflect the agreement of the parties at the CCH. The hearing officer's determinations that the claimant does not have disability resulting from the compensable injury from June 12, 2015, to the date of the CCH, the claimant reached MMI on July 20, 2015; and the claimant's IR is five percent were not appealed and have become final pursuant to Section 410.169.

DECISION

Reversed and rendered.

Section 410.166 provides, in part, that an oral agreement of the parties that is preserved in the record is final and binding. The parties stipulated at the CCH that the compensable injury does not extend to herniated nucleus pulposus at C4-5, C5-6, L4-5, and L5-S1. However, the hearing officer mistakenly reflects that the parties stipulated that the compensable injury does extend to herniated nucleus pulposus at C4-5, C5-6, L4-5, and L5-S1. We reform Finding of Fact No. 1.D. to conform to the actual stipulation made by the parties to read as follows: The compensable injury does not extend to include the herniated nucleus pulposus at C4-5, C5-6, L4-5, and L5-S1.

The hearing officer mistakenly determined that the compensable injury does extend to herniated nucleus pulposus at C4-5, C5-6, L4-5, and L5-S1. A review of the record reflects that the parties actually agreed at the CCH that the compensable injury does not extend to the conditions listed in the extent-of-injury issue. Both parties agree in their respective pleadings on appeal that the agreement made by the parties at the

CCH was that the compensable injury does not extend to the conditions listed in the extent-of-injury issue. Accordingly, we reverse the hearing officer's determination that the compensable injury does extend to herniated nucleus pulposus at C4-5, C5-6, L4-5, and L5-S1 and render a new decision that the compensable injury does not extend to herniated nucleus pulposus at C4-5, C5-6, L4-5, and L5-S1.

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

**CORPORATION SERVICE COMPANY  
211 EAST 7TH STREET, SUITE 620  
AUSTIN, TEXAS 78701-3232.**

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Margaret L. Turner  
Appeals Judge

CONCUR:

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K. Eugene Kraft  
Appeals Judge

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Carisa Space-Beam  
Appeals Judge