

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

LARRY BEEMAN,

Claimant,

vs.

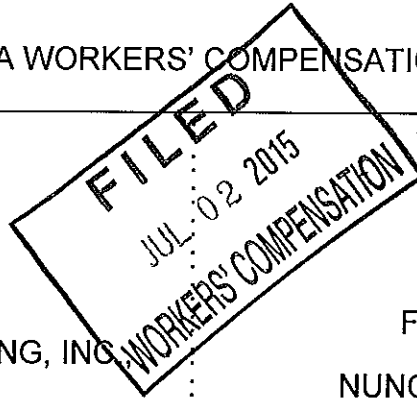
LARRY JOHNSON TRUCKING, INC.

Employer,

and

TRAVELERS INDEMNITY COMPANY,

Insurance Carrier,  
Defendants.



File No. 5042913

NUNC PRO TUNC ORDER

On July 2, 2015, the undersigned filed an arbitration decision in this case. On the same date, claimant filed a motion for order nunc pro tunc. Defendants have not yet filed a response to the claimant's motion. However, it is clear that the undersigned made a series of scrivener's errors in the stipulations section of the arbitration decision that can and should be corrected by nunc pro tunc order.

Specifically, the undersigned listed an incorrect injury date, commencement of payments date, rate of compensation and credit.

The phrase, "nunc pro tunc" means "now for then." See: Black's Law Dictionary, page 1218 (Revised 4th Edition 1968). The definition in Black's Law Dictionary further provides: "A phrase applied to acts allowed to be done after the time when they should be done, with a retroactive effect, i.e. with the same effect as if regularly done." Black's at 1218. A nunc pro tunc order "is not for the purpose of correcting judicial thinking, a judicial conclusion, or a mistake of law." Headley v. Headley, 172 N.W.2d 104, 108 (Iowa 1969). The nunc pro tunc order can be employed to correct obvious errors or to make an order conform to the judge's original intent. Graber v. District Court for Washington City, 410 N.W.2d 224, 229 (Iowa 1987). Brinson v. Spee Dee Delivery Service, No. 8-754/06-2074 (Iowa App. November 13, 2008).

In this instance, my intention was to document the stipulations agreed upon by the parties in the hearing report. Unfortunately, I inadvertently and mistakenly used language from another case in the stipulations section.


THEREFORE, IT IS ORDERED:

Claimant's motion for order nunc pro tunc is SUSTAINED.

The STIPULATIONS section shall be struck and replaced with the following stipulations.

1. The parties had an employer-employee relationship.
2. Claimant sustained an injury which arose out of and in the course of employment on March 27, 2012.
3. Temporary disability/healing period and medical benefits are no longer in dispute.
4. The commencement date for any permanent disability benefits is August 22, 2012, and March 24, 2014.
5. The weekly rate of compensation is \$421.74.
6. Defendants have paid and are entitled to a credit of 22 weeks of compensation (permanent partial disability).
7. Affirmative defenses have been waived.

Signed and filed this 2nd day of July, 2015.

  
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JOSEPH L. WALSH  
DEPUTY WORKERS'  
COMPENSATION COMMISSIONER

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JLW/sam