

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

JOEL HENDERSON,

Claimant,

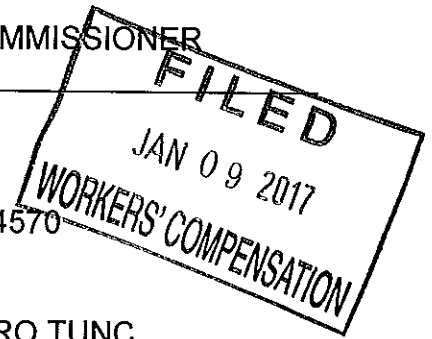
vs.

JOHN DEERE DES MOINES WORKS,

Employer,
Self-Insured,
Defendant.

File No. 5054570

ORDER NUNC PRO TUNC



On January 3, 2017, claimant filed a motion for nunc pro tunc. In the arbitration decision, claimant was awarded temporary benefits from the stipulated time period of May 14, 2015, through November 29, 2015. However, the order section did not include this directive. Claimant requests that the Arbitration Decision be modified to include the following language:

Defendants shall pay temporary benefits from the time period of May 14, 2015, through November 29, 2015.


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. Dist. Court for Washington Cty., 410 N.W.2d 224, 229 (Iowa 1987). Brinson v. Spee Dee Delivery Service, No. 8-754/06-2074 (Iowa Ct. App. November 13, 2008).

The lack of order regarding the temporary benefits was an obvious error and should be corrected.

THEREFORE IT IS ORDERED claimant's motion for order nunc pro tunc is granted. The Arbitration Decision shall be modified to include the following order:

Defendants shall pay temporary benefits from the time period of May 14, 2015, through November 29, 2015.

Signed and filed this 9th day of January, 2017.


JENNIFER S. GERRISH-LAMPE
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

Copies to:

Mark Hedberg
Attorney at Law
100 Court Ave., Ste. 425
Des Moines, IA 50309
mark@hedberglaw.com

Joseph A. Quinn
Attorney at Law
700 Walnut, Ste. 1600
Des Moines, IA 50309-3899
jquinn@nyemaster.com

JGL/kjw