

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

CHRISTOPHER MARTIN,

Claimant,

vs.

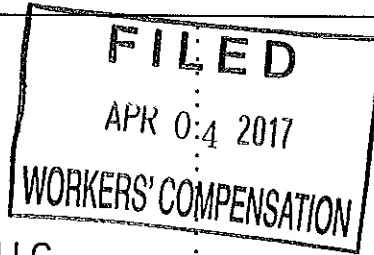
PRESTIGE PROPERTIES, LLC,

Employer,

and

STATE FARM FIRE & CASUALTY,

Insurance Carrier,
Defendants.



File No. 5048828

ORDER NUNC PRO TUNC

On March 28, 2017, the undersigned filed an arbitration decision in this case. On March 31, 2017, the defendants brought two typographical errors to my attention. The claimant concurred that these were errors. Upon review, it is clear that the undersigned made two scrivener's errors in the arbitration decision that can and should be corrected by nunc pro tunc order.

On page 1, of the decision, the undersigned listed two incorrect dates. "The relationship between the parties began on October 27, 2012. On October 30, 2012, the claimant fell from a ladder while performing work for Prestige Properties." (Arb., March 28, 2017, p. 1)

Those sentences should read as follows:

The relationship between the parties began on July 27, 2012. On July 30, 2012, the claimant fell from a ladder while performing work for Prestige Properties.

In the Order section on page 12, the undersigned ordered payment of 110 weeks of permanent partial disability benefits. (Arb., March 28, 2017, p. 12) In the body of the decision, however, the undersigned correctly applied the math, finding that 59.4 weeks of disability benefits were owed, corresponding to a 27 percent loss of function of the left leg. (Arb., March 28, 2017, p. 11)

The section in the Order should state as follows:

Defendants shall pay fifty-nine and four-tenths (59.4) weeks of permanent partial disability benefits at the rate of one thousand one

hundred and twelve and 49/100 dollars (\$1,112.49) per week commencing upon the completion of healing period, October 8, 2014.

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 state the correct dates as set forth above, as well as award the appropriate weeks of benefits. It is appropriate; therefore, to correct my scrivener's error in the Order section of the arbitration decision.

THEREFORE, IT IS ORDERED:

The defendants' request for order nunc pro tunc is sustained.

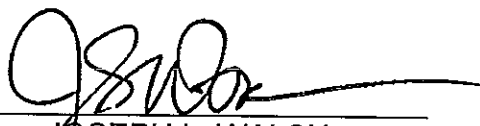
The last two sentences on page 1 are amended to read as follows:

The relationship between the parties began on July 27, 2012. On July 30, 2012, the claimant fell from a ladder while performing work for Prestige Properties.

The second paragraph in the Order section of the arbitration decision is amended to read as follows:

Defendants shall pay fifty-nine and four-tenths (59.4) weeks of permanent partial disability benefits at the rate of one thousand one hundred and twelve and 49/100 dollars (\$1,112.49) per week commencing upon the completion of healing period, October 8, 2014.

Signed and filed this 4th day of April, 2017.


JOSEPH L. WALSH
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

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