

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

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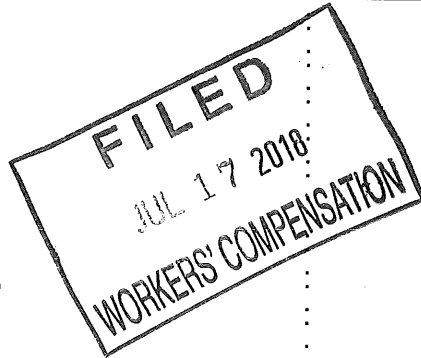
LOREN SCOTT,

Claimant,

vs.

ALPHA EXPRESS,

Employer,  
Employer,  
Defendant.



File No. 5058448

ORDER NUNC PRO TUNC

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On July 17, 2018, the undersigned issued an Arbitration Decision in the above referenced claim. In the conclusions of law, it was found claimant was 40% industrially disabled. In the order section, the claimant was awarded permanent total disability benefits. The order section was incorrect.

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 App. November 13, 2008) (Iowa App., 2008).

A clerical error occurred in the order section and a Nunc Pro Tunc is appropriate to correct the error. Wherefore, the order section of the arbitration decision dated July 17, 2018, is hereby amended to reflect the following correction:

That defendant is to pay unto claimant two hundred (200) weeks of permanent partial disability benefits at a rate of three hundred fifty and 74/100 dollars (\$350.74) and commencing August 3, 2015.

Signed and filed this 17<sup>th</sup> day of July, 2018.

  
JENNIFER S. GERRISH-LAMPE  
DEPUTY WORKERS'  
COMPENSATION COMMISSIONER

Copies to:

Benjamin J. Roth  
Attorney at Law  
1400 University Ave., Ste. D  
Dubuque, IA 52001  
[broth@rothlawdbq.com](mailto:broth@rothlawdbq.com)

Paul T. Shinkle  
Attorney at Law  
704 Main St.  
PO Box 523  
Cedar Falls, IA 50613-0027  
[pshinkle@cfu.net](mailto:pshinkle@cfu.net)

JGL/sam