

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

JODY LYNNE BOWERS,

Claimant,

vs.

VCA ANTECH, INC. D/BA/ AVONDALE
DOG CLINIC & SPA,

Employer,

and

SENTINEL INSURANCE COMPANY,
LTD.,

Insurance Carrier,
Defendants.

File No. 5064980

ORDER NUNC PRO TUNC

Claimant filed an application for order nunc pro tunc. Defendants have not responded. The application is considered.

The phrase, “nunc pro tunc” means “now for then.” See: Black’s Law Dictionary, 1218 (rev. 4th ed. 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. Iowa District Court for Washington County, 410 N.W.2d 224, 229 (Iowa 1987). Brinson v. Spee Dee Delivery Service, No. 8-754/06-2074 (Iowa App. 2008). “[T]he intent of the trial judge is crucial to the determination of whether a nunc pro tunc order is appropriate to ‘correct’ a record.” Freeman v. Ernst & Young, 541 N.W.2d 890, 893 (Iowa 1995), citing McVay v. Kenneth E. Montz Implement Co., 287 N.W.2d 149, 151 (Iowa 1980).

The undersigned issued an arbitration decision in this case on January 13, 2020. In the “Order” section of that decision, on page 12, the undersigned wrote:

That defendants shall pay claimant healing period benefits from **February 28, 2017** through April 24, 2018 at the rate of five hundred thirteen and 43/100 dollars (\$513.43) per week.

That defendants shall pay claimant two hundred fifty (250) weeks of permanent partial disability benefits at the rate of five hundred thirteen and 43/100 dollars (\$513.43) per week commencing on **April 24, 2018.**"
(Emphasis added)

The dates highlighted above are a scrivener's error. The correct dates should be February 24, 2018, and April 25, 2018, respectively.


Given the above, the "Order" section, concerning claimant's entitlement to benefits, should read:

That defendants shall pay claimant healing period benefits from February 28, 2018 through April 24, 2018 at the rate of five hundred thirteen and 43/100 dollars (\$513.43) per week.

That defendants shall pay claimant two hundred fifty (250) weeks of permanent partial disability benefits at the rate of five hundred thirteen and 43/100 dollars (\$513.43) per week commencing on April 25, 2018.

The decision remains the same in all other respects.

Signed and filed this 16th day of January, 2020.



JAMES F. CHRISTENSON
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

The parties have been served, as follows:

Justin Burroughs (via WCES)
L. Tyler Laflin (via WCES)
Fredd Haas (via WCES)