

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

PAULA ACKLIE,

Claimant,

vs.

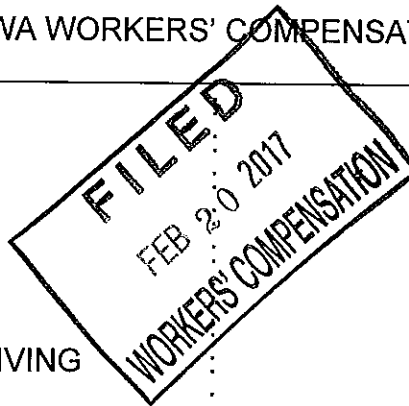
BROOKEDALE SENIOR LIVING
COMMUNITIES, INC.,

Employer,

and

AMERICAN CASUALTY CO. OF
READING P.A.,

Insurance Carrier,
Defendants.



File No. 5054542

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 February 9, 2017. In that decision, page 3, in the first sentence of the fourth paragraph, the undersigned wrote: "**On August 26, 2014, claimant was terminated from her job for not doing service care plans for 3 residents.**" (Emphasis added)

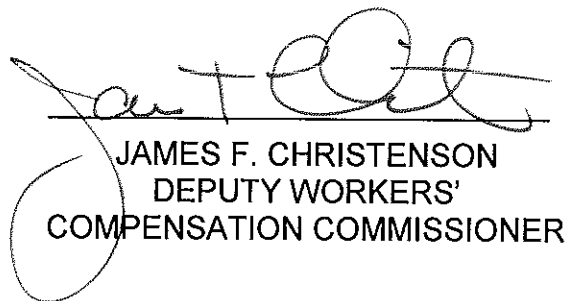
The date given was a scrivener's error. The correct date should be "August 26, 2015".

Given the above, the first sentence of the fourth paragraph of page 3 of the decision should read as follows:

"On August 26, 2015, claimant was terminated from her job for not doing service care plans for 3 residents"

The decision remains the same in all other respects.

Signed and filed this 20th day of February, 2017.



JAMES F. CHRISTENSON
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

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