

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

LESLIE SNYDER,	:	
	:	
Claimant,	:	
	:	
vs.	:	
	:	File Nos. 5058331, 5058185
MICHELS CORP.,	:	
	:	ORDER NUNC PRO TUNC
Employer,	:	
	:	
and	:	
	:	
ARCH INSURANCE CO.,	:	
	:	
Insurance Carrier,	:	
Defendants.	:	

Claimant filed a motion for order nunc pro tunc. Defendants have not yet filed a resistance. The motion 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).

I am not entirely sure an order nunc pro tunc is the proper order in this case, as it appears claimant seeks clarification of the February 14, 2020 decision in this case. However, this will be treated as an order nunc pro tunc.

Claimant seeks an order requiring defendants to pay bills itemized in Exhibits 9 and 10. The arbitration decision found defendants liable for charges related to

claimant's treatment for the November 10, 2016 and December 4, 2016 dates of injury. Defendants were not specifically required to pay charges detailed in Exhibits 9 and 10.

Claimant seeks an order requiring defendants to pay for ongoing medical care. Defendants were found liable for both of claimant's work injuries of November 10, 2016 and December 4, 2016. The arbitration decision specifically requires defendants to provide claimant with medical care that is reasonably suited to treat his work-related cervical injury (Arbitration Dec. page 17).

Claimant also seek an order itemizing costs. The only costs detailed are the independent medical evaluation (IME) costs, filing fee and service fee. Defendants were ordered to pay \$500.00 towards the IME, and were ordered to pay costs. It is unclear why the other two remaining costs require itemization.

Given the above, the Order section of this decision is modified to include the following paragraphs:

That for both files:


That defendants shall pay medical expenses detailed in claimant's exhibits 9 and 10.

That defendants shall provide claimant with medical care that is reasonably suited to treat his work-related cervical injury.

That defendants shall pay costs of \$100.00 filing fee and \$13.12 service fee.

The decision remains the same in all other respects.

Signed and filed this 24th day of February, 2020.



JAMES F. CHRISTENSON
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

The parties have been served, as follows:

Garrett Lutovsky (via WCES)
Robert Rosenstiel (via WCES)