

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

RAMONA KUCERA,

Claimant,

vs.

ADVANCE SERVICES, INC.,

Employer,

and

ACE AMERICAN INSURANCE CO.,

Insurance Carrier,
Defendants.

File No. 5066604.01

ORDER NUNC PRO TUNC

On August 25, 2022, the undersigned filed an arbitration decision in this case.

On August 29, 2022, defendant filed a motion for order nunc pro tunc.

Defendants request an order be entered entitling defendants to a credit for benefits previously paid as stipulated on the Hearing Report.

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., 2008).

On the hearing report, the parties stipulated that prior to hearing, claimant was paid 25.5 weeks of compensation at the rate of \$505.77 per week.

In the "Statement of the Case" on page one of the August 25, 2022, arbitration decision, the undersigned noted,

The parties filed a hearing report at the commencement of the hearing. On the hearing report, the parties entered into numerous stipulations. Those stipulations were accepted and no factual or legal issues relative to the parties' stipulations will be made or discussed in this decision. The parties are now bound by their stipulations.

Given the above statement and acceptance of the parties' stipulations, no further order was required in the arbitration decision. However, it is obvious that the undersigned intended for the parties to be bound by their stipulations, as noted in the hearing report. Therefore, it is appropriate to grant defendants' motion for order nunc pro tunc.

THEREFORE, IT IS ORDERED:


Defendants' motion for order nunc pro tunc is sustained.

The arbitration decision filed on August 25, 2022, shall be modified to include the following order:

Pursuant to the stipulation of the parties as reflected on the hearing report, defendants are entitled to a credit of twenty-five point five (25.5) weeks of benefits paid at the rate of five hundred five and 77/100 dollars (\$505.77) per week.

The remainder of the August 25, 2022, arbitration decision stands as issued.

Signed and filed this 12th day of September, 2022.



MICHAEL J. LUNN
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

The parties have been served as follows:

Erik Luthens (via WCES)

Timothy Wegman (via WCES)