

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

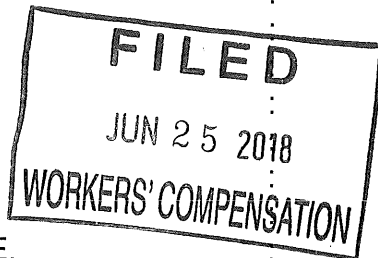
MIA BARTELS,
Claimant,

vs.

CITY OF CORALVILLE,
Employer,

and

IMWCA,
Insurance Carrier,
Defendants.



File Nos. 5054758
5054759
5054760

NUNC PRO TUNC ORDER

On June 12, 2018, the undersigned filed an arbitration decision in this case. On June 15, claimant filed a motion for order nunc pro tunc. Defendants have not yet filed a response to the claimant's motion. However, it is clear that the undersigned made a scrivener's error in the order section of the arbitration decision that can and should be corrected by nunc pro tunc order.

On page 2 of the decision, in the stipulations section, I wrote that the parties agreed that defendants "have paid and are entitled to a credit of 41.145 weeks of compensation (permanent partial disability)." This was a scrivener's error. This was not the stipulation. The parties actually agreed that the benefits set forth in Claimant's Exhibit 22 were the benefits which had been paid. In fact, the parties specified that there was no dispute at all about the credit for this file. A careful examination of Claimant's Exhibit 22 demonstrates that 35 weeks of permanent partial disability benefits had been paid by the defendants.

Furthermore, on page 18, of the decision, I wrote that the claimant had suffered a 25 percent industrial loss. This was also a typographical error.

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

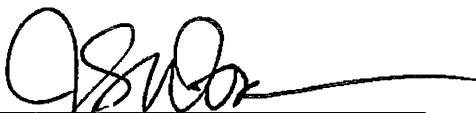
(Iowa 1969). The nunc pro tunc order can be employed to correct obvious errors or to make an order conform to the judge's original intent. Graber v. District Court for Washington City, 410 N.W.2d 224, 229 (Iowa 1987). Brinson v. Spee Dee Delivery Service, No. 8-754/06-2074 (Iowa App. November 13, 2008).

In this instance, my intention was to award a 35 percent industrial disability and allow for the credit agreed upon by the parties.

THEREFORE, IT IS ORDERED:

Claimant's motion for order nunc pro tunc is sustained.

Signed and filed this 25th day of June, 2018.



JOSEPH L. WALSH
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

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