

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

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DALE BALL,

Claimant,

vs.

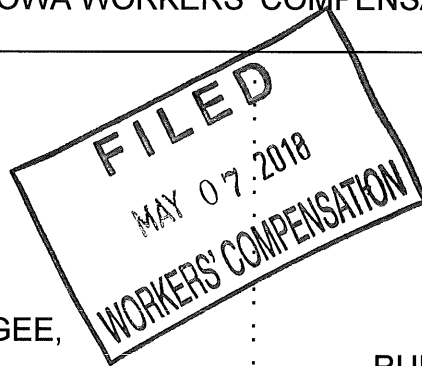
ADECCO d/b/a ENTEGEE,

Employer,

and

INSURANCE COMPANY OF THE  
STATE OF PENNSYLVANIA,

Insurance Carrier,  
Defendants.



File No. 5054638

RULING ON CLAIMANT'S  
ORDER FOR NUNC PRO TUNC

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On April 25, 2018, the undersigned issued an arbitration decision in this matter. On April 27, 2018, claimant filed a motion for a nunc pro tunc. No resistance is on file.

Claimant points out that in the body of the arbitration decision the undersigned found that the defendants were responsible for medical expenses. However, the Order section of the decision is silent with regard to payment of medical bills. Claimant requests that the Order section of the arbitration decision be amended.

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. Dist. Court for Washington Cty., 410 N.W.2d 224, 229 (Iowa 1987). Brinson v. Spee Dee Delivery Service, No. 8-754/06-2074 (Iowa App. 11/13/2008) (Iowa App., 2008).

Wherefore, the Order section of the arbitration decision dated April 25, 2018 is hereby amended to include the following:

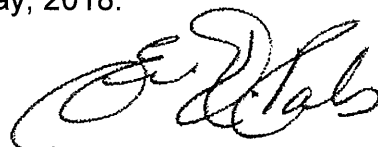
Defendants shall reimburse claimant for all out-of-pocket medical expenses, reimburse any third-party payor for past medical expenses paid on behalf of claimant, and satisfy any outstanding past medical expenses by either paying those funds directly to claimant or to the medical providers, but in all events shall hold claimant harmless for the past medical expenses detailed in Exhibit 3.

Attached are amended and substituted pages 16 and 17 of the arbitration decision.

Therefore it is ordered:

Claimant's motion for nunc pro tunc is granted.

Signed and filed this 7<sup>th</sup> day of May, 2018.



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ERIN Q. PALS  
DEPUTY WORKERS'  
COMPENSATION COMMISSIONER

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