

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

RICKY YOUNG,

Claimant,

vs.

JIM HAWK TRUCK TRAILERS, INC.,

Employer,

and

TRAVELERS INSURANCE,

Insurance Carrier,  
Defendants.

**FILED**

JUN 07 2017

WORKERS COMPENSATION

File No. 5056433

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 May 26, 2017. In the "Order" section of that decision, on page 10, the undersigned wrote: **"That defendants shall pay claimant three hundred and fifty (350) weeks of permanent partial disability benefits at the rate of six hundred and 66/100 dollars (\$600.66) per week commencing on June 21, 2016."** (Emphasis added)

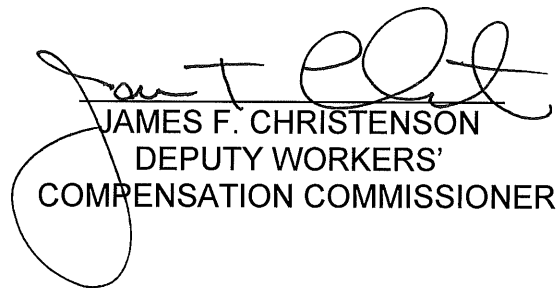
The rate given was a scrivener's error. The correct rate, stipulated to by the parties, should have been "six hundred and eighty and 06/100 dollars (\$680.06) per week.

Given the above, the "Order" section, concerning claimant's entitlement to permanent partial disability benefits, should read:

"That defendants shall pay claimant three hundred fifty (350) weeks of permanent partial disability benefits at the rate of six hundred eighty and 06/100 dollars (\$680.06) per week commencing on June 21, 2016"

The decision remains the same in all other respects.

Signed and filed this 7<sup>th</sup> day of June, 2017.

  
JAMES F. CHRISTENSON  
DEPUTY WORKERS'  
COMPENSATION COMMISSIONER

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