

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

STEVEN ALMENDINGER,

Claimant,

vs.

CR SIGNS & LIGHTING,

Employer,

and

COLUMBIA MUTUAL INSURANCE CO.,

Insurance Carrier,
Defendants.

File No. 20007087.01

NUNC PRO TUNC ORDER

On June 15, 2023, the undersigned filed an arbitration decision in this case. On June 20, 2023, 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.

In the findings of fact in the arbitration decision, the undersigned found that claimant was paid 21 weeks of permanent partial disability benefits. It is clear, from both the stipulations and the record, that claimant was actually paid 16 weeks of permanent partial disability (PPD).

This was a scrivener's error by the undersigned.

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 accept the stipulations of the parties that claimant had been paid 16 weeks of PPD.

THEREFORE, IT IS ORDERED:

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

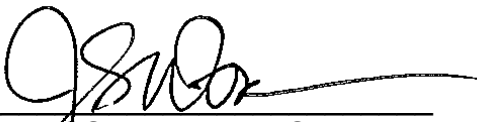
The stipulations paragraph is amended to read as follows:

"There is no issue involving credit. Claimant was paid 16 weeks of permanent partial disability at the rate of \$626.21."

Further, the order section of the arbitration decision is amended to read as follows:

"Defendants shall be given a credit for the 16 weeks previously paid."

Signed and filed this 5th day of July, 2023.



JOSEPH L. WALSH
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

The parties have been served, as follows:

Thomas Wertz (via WCES)

Ronald Frank (via WCES)