

**BEFORE THE OFFICE OF STATE ADMINISTRATIVE HEARINGS
STATE OF GEORGIA**

**GEORGIA DEPARTMENT OF HUMAN
SERVICES, DIVISION OF CHILD
SUPPORT SERVICES, ex rel.**

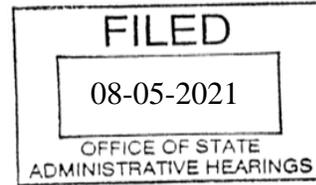
**J [REDACTED] A [REDACTED] C [REDACTED]
Petitioner,**

v.

**C [REDACTED] H. N [REDACTED],
Respondent.**

**Docket No.: [REDACTED]
[REDACTED]-OSAH-CSS-EST-60-Malihi**

Agency Reference No.: [REDACTED]



ORDER ENTERING FINAL CHILD SUPPORT ORDER NUNC PRO TUNC

The parties appeared before the Office of State Administrative Hearings and consented to a Final Child Support Order on or about September 14, 2011.¹ Respondent, who waived service and appeared, signed this order. Though the order was dated, signed by both parties, and file stamped September 24, 2011, it does not appear that it was signed by the presiding judge—the electronic copy of the order maintained in the Court’s records does not include the judge’s signature.

On July 16, 2021, the Court notified the parties of its intent to enter the September 2011 order nunc pro tunc, and that they had until July 30, 2021 to file any objections to such an order. As of the date of this order, no objection has been filed.

Under Georgia law, a court may correct clerical mistakes at any time.² Further, such mistakes may be corrected through issuance of a nunc pro tunc order.³ Such orders serve not to alter a judgment previously made, but to “record[] some action that was taken or judgment

¹ See Attachment.

² O.C.G.A. § 9-11-60; Ga. Comp. R. & Regs. 616-1-2-.02.

³ *Parks v. Suntrust Bank*, 248 Ga. App. 846, 848 (2001).

rendered previously to the making of the entry, which is to take effect as of the former date.”⁴ Conversely, judicial errors, which are mistakes made in the rendering, rather than the entering, of judgments or orders, may not be corrected via nunc pro tunc orders.⁵ Unlike judicial errors, clerical mistakes do not involve “changes in the court’s reasoning or determination.”⁶

In this case, the error at issue was made in the entry, not the rendering, of the Final Child Support Order, and did not involve a mistake in the judge’s reasoning. Therefore, the Court concludes that it is a clerical mistake and, as such, can be corrected through issuance of an order nunc pro tunc.⁷ In issuing this order, the Court is recording a judgment previously rendered and announced to the parties, which is evidenced by the fact that the Final Child Support Order is dated, file-stamped, and signed by both parties, and was maintained in the Court’s records in the ordinary course of business.⁸

Therefore, as the attached Final Child Support Order reflects the original ruling of the court, it has been corrected to include the judge’s signature and **IT IS HEREBY ORDERED** that it is entered nunc pro tunc to September 24, 2011.

SO ORDERED, this 6th day of August, 2021.



Michael Malihi
Administrative Law Judge



⁴ *Maples v. Maples*, 289 Ga. 560, 561 (2011) (quoting *Coleman v. Coleman*, 240 Ga. 417, 418 (1977)); see also *In the Interest of I.L.M.*, 304 Ga. 114, 116 (2018).

⁵ *In the interest of I.L.M.*, 304 Ga. 114, 116 (2018) (A nunc pro tunc order may not issued “to alter a judgment previously made, or to add additional matters not decided in the prior ruling.”).

⁶ 46 AM. JUR. 2D. *Judgments* § 129 (clerical errors involve “typographical errors, mistakes in writing or copying something into the record, or other, similar mistakes . . .).

⁷ See *Maples v. Maples*, 289 Ga. 560, 562 (2011) (upholding use of nunc pro tunc order to cause written judgment of divorce, which was signed by the judge but not filed by the clerk, to relate back to the date of the original hearing and ruling).

⁸ See *State ex. rel. Moore v. Oden*, No. M2018-00779-COA-R3-CV, 2019 Tenn. App. LEXIS 55, at *8-9 (Tenn. Ct. App. Jan. 30, 2019) (entry of order nunc pro tunc approximately ten years after it was filed but left unsigned due to error upheld based on evidence judgment was rendered, namely, the file stamp, court clerk’s initials, signature of the parties and state’s attorney, and the fact subsequent orders relied on the child support obligations established by the unsigned order).