



BRB No. 16-0248

JOSEPH KAREKYEZI )

Claimant )

v. )

TRIPLE CANOPY, INCORPORATED )

and )

THE INSURANCE COMPANY OF THE )  
STATE OF PENNSYLVANIA/AIG )  
CLAIMS, INCORPORATED )

Employer/Carrier- )  
Petitioner )

DATE ISSUED: May 24, 2016

TRIPLE CANOPY, INCORPORATED )

and )

THE CONTINENTAL INSURANCE )  
COMPANY/CNA )

Employer/Carrier- )  
Respondents )

ORDER

Employer/AIG timely appeals the Decision and Order Approval of Settlement Agreement Approval of Attorney’s Fee (2015-LDA-00538), dated January 20, 2016, of Administrative Law Judge Daniel F. Solomon, wherein the administrative law judge approved the parties’ Section 8(i), 33 U.S.C. §908(i), settlement agreement. However, in the caption of his Decision and Order, the administrative law judge erroneously identified the carrier as The Insurance Company of the State of Pennsylvania/AIG (AIG), and he held “Employer/Carrier” liable to claimant and claimant’s counsel for the agreed-upon compensation and attorney’s fee. As AIG was not a party to the settlement agreement, it disputes any potential for liability this error may cause.

The settlement agreement was between claimant and the Constellis Group and its carrier, The Continental Insurance Company/CNA Global (CNA).<sup>1</sup> Although AIG filed with the administrative law judge a motion to modify the caption of the decision to reflect the proper carrier, the administrative law judge did not act upon that motion because the case had been returned to the district director's office. AIG filed this timely appeal and, subsequently, filed a motion for enlargement of the time to file a brief. In light of the issue raised before the Board, we deny AIG's motion for the enlargement of time, as the appeal may be resolved without briefing. 20 C.F.R. §802.219.

An administrative law judge is not authorized to modify the terms of the parties' settlement agreement, whether deliberately or inadvertently. *Losacano v. Electric Boat Corp.*, 48 BRBS 49 (2014). Moreover, a mistake in the case caption is merely a clerical error which does not involve a legal issue or judgment. *See Coleman v. Ramey Coal Co.*, 18 BLR 1-9 (1993); *Graham-Stevenson v. Frigitemp Marine Div.*, 13 BRBS 558 (1981); *McLaughlin v. Jones & Laughlin Steel Corp.*, 2 BLR 1-103 (1979). Such errors may be corrected at any time, with or without prior notice to the parties, pursuant to FRCP 60(a), which applies through 29 C.F.R. §18.10.<sup>2</sup> *See, e.g., Robert Lewis Rosen Assoc., Ltd. v. Webb*, 473 F.3d 498 (2d Cir. 2007); *New Access Communications, LLC v. Qwest Corp.*, 378 F.Supp.2d 1135 (D.Minn. 2005); Fed. R. Civ. P. 60(a); 29 C.F.R. §18.10(a) (2015). As the error in the caption inadvertently modified the parties' settlement agreement, we modify the caption of the administrative law judge's Decision and Order to reflect the proper parties. *Losacano*, 48 BRBS at 53-54. Specifically, AIG is deleted from the

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<sup>1</sup> Employer's first report of injury indicates that the employer is "Constellis Group (Triple Canopy, Inc.)."

<sup>2</sup> Rule 60(a) states in pertinent part: "[A]fter an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave." Fed. R. Civ. P. 60(a).

caption, and CNA is inserted into the caption, so that the administrative law judge's order to pay the agreed compensation and attorney's fee correctly reflects CNA's liability as the responsible carrier.

SO ORDERED.

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JUDITH S. BOGGS  
Administrative Appeals Judge

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GREG J. BUZZARD  
Administrative Appeals Judge

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JONATHAN ROLFE  
Administrative Appeals Judge