

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

TIMOTHY BEEMAN,

Claimant,

vs.

VONACHEN SERVICES, INC.,

Employer,

and

ACCIDENT FUND INSURANCE CO.
OF AMERICA,

Insurance Carrier,
Defendants.

File No. 5059196

ORDER NUNC PRO TUNC

An arbitration decision was issued on June 2, 2020. On June 8, 2020, the claimant filed a motion for an order nunc pro tunc. Claimant pointed out that on page 6 of the arbitration decision I wrote, "On January 9, 2019 Dr. Boulden performed an IME. (Ex B, pp. 3 – 7)" and that the date of the visit was January 9, 2018.


"The function of a nunc pro tunc order is not to modify or correct a judgment but to make the record show truthfully what judgment was actually rendered—not to make an order now for then, but to enter now for then an order previously made." Headley v. Headley, 172 N.W.2d 104, 108 (Iowa 1969) (quoting General Mills, Inc. v. Prall, 244 Iowa 218, 56 N.W.2d 596, 600 (Iowa 1953)).

As the Supreme Court stated: "[n]unc pro tunc orders are not some Orwellian vehicle for revisionist history—creating 'facts' that never occurred in fact." Rather, a "true" nunc pro tunc order is one that corrects the record to "reflect the reality of what has already occurred." Roman Catholic Archdiocese of San Juan, Puerto Rico v. Acevedo Feliciano, 140 S. Ct. 696, 700-01 (2020).

The claimant's motion is granted. The error was clearly a scrivener's error. The line on page 6, of the June 2, 2020 decision is amended. The following sentence in strikethrough is removed from the decision ~~On January 9, 2019 Dr. Boulden performed an IME.~~ The following sentence is substituted. On January 9, 2018, Dr. Boulden performed an IME.

SO ORDERED.

Signed and filed this 11th day of June, 2020.


JAMES F. ELLIOTT
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

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The parties have been served, as follows:

David Drake (via WCES)

Andrew Portis (via WCES)