

**FILED**

**MAR 09 2020**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS  
EAST ST. LOUIS OFFICE

IN RE: )  
LIMITED CONSENT TO ) **Administrative Order No. 259**  
MAGISTRATE JUDGE JURISDICTION )

**ADMINISTRATIVE ORDER**

The United States District Court for the Southern District of Illinois has entered into a Memorandum of Understanding ("MOU") with the Office of the Illinois Attorney General ("OAG") and Wexford Health Sources, Inc. ("Wexford"). As outlined in the attached MOUs, the OAG and Wexford have granted limited consent to the exercise of magistrate judge jurisdiction in certain civil cases that require preliminary screening by the District Court. The attached MOUs are effective immediately.

**IT IS SO ORDERED.**

**DATED: March 9, 2020**



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**NANCY J. ROSENSTENGEL**  
Chief U.S. District Judge

## MEMORANDUM OF UNDERSTANDING

### Limited Consent to Magistrate Judge Jurisdiction

1. This Memorandum of Understanding (MOU) is between the United States District Court for the Southern District of Illinois and the Office of the Illinois Attorney General (OAG).
2. This MOU pertains to exclusively civil cases against any Illinois state entity, official, or employee sued by a private plaintiff who is either: (1) incarcerated and asserting a claim under 42 U.S.C. § 1983 that must be initially screened by the District Court under 28 U.S.C. § 1915A; or (2) is not incarcerated but requests *in forma pauperis* status, a request that must be initially screened by the District Court under 28 U.S.C. §§ 1915(a) and 1915(e)(2).
3. In cases described in paragraph 2, and pursuant to 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73, the OAG enters a limited consent to the exercise of jurisdiction by a United States Magistrate Judge to: (1) conduct the initial screen described in 28 U.S.C. § 1915A and 28 U.S.C. §§ 1915(a) & 1915(e)(2), including but not limited to, dismissal of the complaint or any portion of the complaint; (2) rule on a motion for injunctive relief in the initial screen; and (3) involuntarily dismiss an action before the initial screen.
4. If any part of the case survives initial screening, the limited consent described in paragraph 3 will be deemed withdrawn, and the surviving portion of the case will proceed like all other screened cases, including: (1) either the delivery of a copy of the complaint and requests for waiver of service of summons on individual defendants, or the issuance and service of summons and a copy of the complaint on the individual defendants; (2) the requirement for individual defendants to request representation by the OAG subject to the Illinois State Employee Indemnification Act; and (3) a restarting of the process under 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73 to allow the parties to decide whether to consent to the continued exercise of jurisdiction by a United States Magistrate Judge.
5. As provided in Federal Rule of Civil Procedure 73(b)(2), the parties to any case described in paragraph 2 understand that they are free to withhold consent to a further referral to the Magistrate Judge without adverse substantive consequences.
6. No provision of this MOU is meant to waive the State's immunity under the Eleventh Amendment to the United States Constitution.
7. This MOU may be terminated by either party on 60 days' written notice.

December 13, 2019



Nancy J. Rosenstengel, Chief Judge  
United States District Court  
for the Southern District of Illinois

December 13, 2019



Brent D. Stratton  
Chief Deputy Attorney General  
Office of the Illinois Attorney General

## MEMORANDUM OF UNDERSTANDING

### Limited Consent to Magistrate Judge Jurisdiction

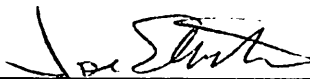
1. This Memorandum of Understanding (MOU) is between the United States District Court for the Southern District of Illinois and Wexford Health Sources, Inc. (Wexford).
2. This MOU pertains exclusively to civil cases against any Wexford official or employee sued by a private plaintiff who is either (1) incarcerated and asserting a claim under 42 U.S.C. § 1983 that must be initially screened by the District Court under 28 U.S.C. § 1915A; or (2) is not incarcerated but requests *in forma pauperis status*, a request that must be initially screened by the District Court under 28 U.S.C. §§ 1915(a) and 1915(e)(2). This MOU does not pertain to civil cases against any Wexford official or employee which seek immediate injunctive relief without notice to the defendants; those cases will remain with the assigned District Judge for resolution of the claim for injunctive relief.
3. In cases described in paragraph 2, and pursuant to 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73, Wexford enters a limited consent to the exercise of jurisdiction by a United States Magistrate Judge to: (1) conduct the initial screen described in 28 U.S.C. § 1915A and 28 U.S.C. §§ 1915(a) & 1915(e)(2), including but not limited to, dismissal of the complaint or any portion of the complaint; (2) rule on a motion for injunctive relief in the initial screen; and (3) involuntarily dismiss an action before the initial screen.
4. If any part of the case survives initial screening, the limited consent described in paragraph 3 will be deemed withdrawn, and the surviving portion of the case will proceed like all other screened cases, including: (1) either the delivery of a copy of the complaint and requests for waiver of service of summons on individual defendants, or the issuance and service of summons and a copy of the complaint on the individual defendants; (2) the requirement for individual defendants to request representation by Wexford; and (3) a restarting of the process under 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73 to allow the parties to decide whether to consent to the continued exercise of jurisdiction by a United States Magistrate Judge.
5. As provided in Federal Rule of Civil Procedure 73(b)(2), the parties to any case described in paragraph 2 understand that they are free to withhold consent to a further referral to the Magistrate Judge without adverse substantive consequences.
6. This MOU may be terminated by either party on 60 days' written notice.

DATED: January 7, 2020



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Nancy J. Rosenstengel, Chief Judge  
United States District Court  
for the Southern District of Illinois



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Wexford Health Sources, Inc.  
Joe Ebbitt  
Director, Risk Management,  
HIPAA Compliance and Legal Affairs