

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

For the Seventh Circuit

Chicago, Illinois 60604

Submitted August 25, 2026*

Decided August 26, 2026

Before

AMY J. ST. EVE, *Circuit Judge*

CANDACE JACKSON-AKIWUMI, *Circuit Judge*

JOHN Z. LEE, *Circuit Judge*

No. 25-3006

BRIAN MAUS,
Plaintiff-Appellant,

v.

KEVIN CARR, et al.,
Defendants-Appellees.

Appeal from the United States District
Court for the Eastern District of
Wisconsin.

No. 25-CV-764

Stephen Dries,
Magistrate Judge.

ORDER

Brian Maus was formerly imprisoned at the Kettle Moraine Correctional Institution in Wisconsin. His incoming mail was opened and scanned without his consent, and he sued prison officials and the contractor responsible for scanning his

* The appellees were not served with process and are not participating in this appeal. We have agreed to decide the case without oral argument because the brief and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

mail, alleging they violated his constitutional rights. A magistrate judge screened his complaint and entered an order dismissing his case. Maus appeals, arguing that the magistrate judge acted outside the bounds of his authority because the defendants had not consented to his jurisdiction. We agree, and because a magistrate judge cannot enter a final order without all parties' consent, we dismiss the appeal for lack of appellate jurisdiction.

Maus's allegations arise from his period of imprisonment at Kettle Moraine. Under Wisconsin regulations, all incoming prisoner mail may be opened and inspected by prison officials if the prisoner consents; if a prisoner does not consent, the mail will be returned to sender. WIS. ADMIN. CODE § DOC 309.04(2). In November 2021, the Wisconsin Department of Corrections adopted a policy to deliver to prisoners digital scans of incoming mail rather than the physical mail. The scanning would be performed by a contractor, TextBehind Inc.

After this policy was announced, unnamed prison officials asked prisoners to sign a new form to consent to their mail being scanned. The officials said that if the prisoners did not sign the form, their mail would be returned to sender. Maus refused to consent. Nonetheless, Maus alleges, TextBehind opened and scanned his incoming mail. The next month, Maus filed an administrative complaint about this policy and the opening of his mail. This complaint was denied.

In 2025, after he was released from prison, Maus filed this suit in the Eastern District of Wisconsin. He named as defendants officials of the Wisconsin Department of Corrections, the warden, multiple complaint examiners at Kettle Moraine, and TextBehind, alleging that they conspired to violate his constitutional rights. *See* 42 U.S.C. §§ 1983, 1985.

Maus consented to the exercise of jurisdiction by a magistrate judge. The magistrate judge then screened the complaint and dismissed for failure to state a claim. The magistrate judge first explained that he had authority to issue a final judgment because the Wisconsin Department of Justice entered a memorandum of understanding with the court that generally provides consent for magistrate judges to enter screening orders in certain prisoner civil-rights suits. *See* Memorandum of Understanding: Limited Consent to Magistrate Judge Jurisdiction to Conduct Initial Case Screening ¶¶ 2–4 (March 14, 2018), <https://www.wied.uscourts.gov/general-orders/memorandum-understanding-re-wi-doj-consent-magistrate-jurisdiction-screening> (“Mem. of Understanding”); *see also Brown v. Peters*, 940 F.3d 932, 938 (7th Cir. 2019) (reproducing the memorandum).

As to the merits, the magistrate judge dismissed the complaint because the Department's policy served a valid penological interest to limit the introduction of contraband into the prisons. Thus, the court held, the defendants could not have violated Maus's constitutional rights by opening his mail.

Maus contests both the magistrate judge's exercise of jurisdiction and his reasoning on the merits, but we reach only the first point and can go no further. Maus contends that the magistrate judge lacked authority to enter judgment because not all of the defendants consented. We agree.

A magistrate judge may enter a final judgment only when all parties consent to his exercise of jurisdiction. 28 U.S.C. § 636(c)(1); *Coleman v. Lab. & Indus. Rev. Comm'n of Wis.*, 860 F.3d 461, 470 (7th Cir. 2017). That consent does not need to be explicit, but "even implicit consent requires *some* action from the party whose consent must be found." *Coleman*, 860 F.3d at 470 (citing *Roell v. Withrow*, 538 U.S. 580, 586–91 (2003)). If consent of all parties is lacking, the magistrate judge "must 'issue proposed findings of fact and conclusions of law to be reviewed *de novo* by the district court.'" *Id.* at 475 (quoting *Exec. Benefits Ins. Agency v. Arkison*, 573 U.S. 25, 28 (2014)).

We have recognized that Wisconsin has consented, on behalf of its employees and entities, to magistrate judges issuing final judgments in the context of screening orders in certain prisoner civil-rights suits. See *Brown v. Peters*, 940 F.3d 932, 935–36 (7th Cir. 2019). But here, there is no indication that TextBehind is a Wisconsin state entity—it instead appears to be a private business incorporated in Maryland. The memorandum limits Wisconsin's consent to civil cases "involving exclusively a defendant Wisconsin state employee or entity." Mem. of Understanding ¶ 2. TextBehind does not fall within this category, so the memorandum does not act as consent. Moreover, even if TextBehind had authorized Wisconsin to act as its agent for purposes of magistrate-judge consent, that delegation of authority is not clear from the memorandum or another part of the record.

Because the magistrate judge acted outside his authority, the purported judgment was a "*de facto* recommendation" that remains "pending before the district court." See *Jones v. Ass'n of Flight Attendants-CWA*, 778 F.3d 571, 574 (7th Cir. 2015). And without a final judgment, we lack appellate jurisdiction and must dismiss this appeal. See 28 U.S.C. § 1291; *Jones*, 778 F.3d at 574.

DISMISSED