

Declaration of Leslie Street in Support of Public.Resource.Org

I, Leslie Street, declare as follows:

1. I am the Clinical Professor of Legal Research and Director of the Wolf Law Library at the William & Mary Law School. I have been a law librarian for almost 15 years at a number of universities. I have personal knowledge of the facts stated in this declaration and know them to be true and correct. I could competently testify to them if called as a witness. The views contained in this declaration are my own, and do not necessarily represent the viewpoints of the William & Mary Law School or its affiliates.
2. In my capacity as the Director of the Wolf Law Library, I am responsible for negotiating contracts with third-party vendors, including Bloomberg, Lexis, and West.
3. Throughout my career as a law librarian, I have witnessed an effort by Bloomberg, Lexis, and West to shift subscribers from print materials to electronic materials. While this tracks the larger societal trend towards use of the Internet and technology to improve efficiency, many official edicts of government remain in print form only.
4. Year after year, I have also witnessed Bloomberg, Lexis, and West raise the prices of print materials. It is my belief that this is part of an effort by these companies to make customers shift to using electronic materials.
5. Unlike print materials, the electronic materials that we get access to from Bloomberg, Lexis, and West often contain mechanisms through which the vendors can limit usage or access to the material. For example, you need a LexisNexis or Westlaw account in order to access the electronic versions of materials, and we are contractually restricted in whom we can provide a login account to. In fact, as the years have gone on, we have lost the ability to provide access to materials that we used to own as we have had to cancel print titles to pay for increasing electronic subscription costs.

6. Further, Bloomberg, Lexis, and West place terms of service or other restrictions on the electronic versions of materials, which restricts our ability to share this information. These vendors also do not allow us to pay for additional access to these materials. It is my belief that these vendors want to limit the ability of our faculty and students at other schools within the university to access these materials. Instead, the vendors strictly limit the number and type of users through our overarching agreement with them.

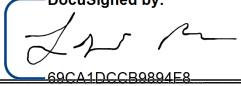
7. But, even with these onerous contract terms and limitations on usage, I believe that law schools feel compelled to engage with Lexis and West because there are no alternative providers who can give broad access to official edicts of government. In fact, at William & Mary Law School, we believe we have to engage in contracts with each of these vendors in order to provide comprehensive access to edicts of government, in large part because each vendor monopolizes access to any one state in particular. We cannot refuse to deal with any one vendor. Rather, we are forced to engage with each of Bloomberg, Lexis, and West because of the way they have allocated amongst themselves access to particular edicts of government.

8. Bloomberg, Lexis, and West also bundle products in ways that are unhelpful to customers like me. Often, I am forced to purchase access to materials that I do not need, and forego access to materials that I would prefer. Though I have tried, I am unable to negotiate title-by-title access for the materials the library needs. Because we do not have a title list of materials included in our Westlaw, Bloomberg, and Lexis subscriptions, often we lose access without warning to titles within the databases, when the publishers remove content with no notice. We also pay for access to content that we do not need because it is all packaged together. It is my belief that these vendors are able to impose these onerous contract terms on customers only because of the significant market power they have, because they know that there are no viable competitors that we could turn to for access to this material instead.

9. Bloomberg, Lexis, and West also limit usage of certain materials in a way that impedes legal research and innovation. For example, Bloomberg caps access of dockets when the fees meet 30% of the total value of our contract, and Lexis and West disable users' accounts when they believe a user has accessed a particular resource too much. But there is no warning and nothing in the contract that spells out what usage qualifies as "too much"; it is simply in the sole discretion of the vendor. It is my belief that these vendors are able to do this only because of the significant market power they have.

I declare that the foregoing is true and correct.

Executed on 8/10/2021 in _____ City, State

DocuSigned by:

/s/ _____
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LESLIE A. STREET