

Declaration of Beth Williams in Support of Public.Resource.Org

I, Beth Williams, declare as follows:

1. I am a Senior Lecturer in Law and the Senior Director of the Robert Crown Law Library at Stanford University. I have held this position for six years. I have been a law librarian since 2005. 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.

2. In my capacity as the Senior Director of the Robert Crown Law Library, I negotiate and enter into Library Maintenance Agreements (“LMA”) with legal information publishers and service providers, including West and LexisNexis (“Lexis”).

3. LMAs are contracts which bundle Lexis or West products at a fixed price for a set term. While each set of products is priced as a unit, it is not possible to determine the prices of individual publications and subscriptions under an LMA. Both West and Lexis often require contracts to carry a strict non-disclosure agreement (NDA) with regards to pricing. In fact, I have attempted to inquire about pricing of individual products under the terms of the LMA, but both Westlaw and LexisNext have refused to disclose this information in the past.

4. I have also requested usage statistics from West and Lexis. Both companies have refused to provide this information. This type of information is critically important in determining what resources are most important to our students and faculty. Even though Stanford University is fortunate to have significant financial resources, I am still constrained by a budget. Without usage statistics or information, I am unable to prioritize access to the most important resources. Instead, I am forced to accept a bundle of resources of either West or Lexis’s choosing. In fact, to include this usage information, Lexis has attempted to renegotiate our LMA to significantly increase the pricing it offers to us.

5. West and Lexis also fail to explicitly inform students and faculty that they are tracking their usage on their platforms. This raises serious privacy concerns. Upon information and belief, West and Lexis collect this data to inform their pricing and operations, as well as to maintain their ability to fend off competitors from offering these products.

6. Upon information and belief, West and Lexis also engage in questionable business practices. These include representing themselves as “instructors” or “educators” to students, when in fact they are salespeople working to generate customers and additional profit. Further, Lexis and West expect our library to participate in marketing their product to students and attempt to include language to that effect in our agreements.

7. Our students and faculty use West and Lexis to access edicts of government, such as state codes and jury instructions. Access to these edicts of government is of particular importance to the faculty performing cutting edge legal research, as well as students learning how to hone their craft.

8. There is no equivalent substitute that allows our students and faculty to have access to these edicts of government. There are several resources for which West or LexisNexis are the only source for the official law. Because LMAs heavily restrict the class of authorized users who have access to these materials, I have concerns about access to official codifications of the law. This includes members of the Stanford community who are not directly affiliated with the law school, but who may otherwise have a particular need to access this type of information.

9. West and Lexis also refuse access to faculty doing empirical legal research who want to access the corpus of their edicts of government. My library staff have requested that West name their price for this type of access and they have refused.

10. The impact of this restriction on access is significant. At Stanford, we pride ourselves on our Silicon Valley roots, and many of our faculty members are performing truly revolutionary research. Without broad access to the official, primary forms of US law our students and faculty are limited in their ability to progress their research. I believe that lack of access to this legal material is impeding innovation. I also believe that lack of access to primary legal material has had a chilling effect on legal research startups.

11. I also believe that West and Lexis are effectively discouraging us from purchasing print materials and are pushing us toward electronic subscriptions to their e-book catalog. They use several strategies to do this. If I want to purchase print-only the cost is exorbitant. The e-book division appears to undercut the print division creating the sense that the company is competing with itself.

12. I believe this is part of West and Lexis's strategy. By significantly inflating the price of print-only books, West and Lexis impose significant costs on customers, thereby pushing them to purchase only electronic versions of the books. But, West and Lexis also add restrictions to their use of the electronic versions of books, such that we are unable to loan them to certain students and faculty, or the general public. In many cases, West and Lexis also threaten the assertion of copyright if such information is distributed broadly.

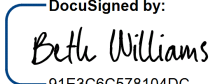
13. West and Lexis also threaten to assert copyright privileges over their printed versions of edicts of government. When I lend a print version of an edict of government, I am concerned about copyright issues when the publisher is West or Lexis. I do not forbid patrons from making copies but I do provide notice that they may be violating copyright. I do not have the same concern when the publisher is a public entity.

14. Even for those users that have proper access to these materials under the LMA, West and Lexis still heavily restrict usage. Stanford Law's license is a standard LMA license. West and Lexis include in our license restrictions on page views, copying, and downloads. If an individual user goes over the limit they can be suspended from accessing West and Lexis. However, West and Lexis have not been forthcoming on precisely what those limits are, meaning that users can be suspended without advance warning. These suspensions are not limited to users "crawling" the sites for data or otherwise misusing the database. The suspensions have also impacted active researchers among both Stanford's faculty and student body. When I have requested that these terms be removed from our LMA, West and Lexis refuse to amend the terms. But, because access to these materials is so critical, I am left with no choice but to renew the LMA.

15. Additionally, we are only allowed to access materials covered by the LMA. Sometimes I will receive requests for discrete materials that are not covered by our LMA. Even though I have offered to pay for access to these materials, West has refused or been non-responsive to requests to provide limited access to content outside our LMA. They will not even name a price for such limited access.

I declare that the foregoing is true and correct.

Executed on 8/10/2021 in Palo Alto, CA

DocuSigned by:

/s/ 91E3C6C578104DC...
BETH WILLIAMS