

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JULIAN T. STONE, et al.,

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Plaintiffs,

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v.

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Civil Action No. 73-01083-JLT

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JOHN O. BOONE, et al.,

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Defendants.

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ORDER

March 13, 2014

TAURO, J.

Presently before this court is Defendant Commissioner of the Massachusetts Department of Correction’s Motion to Terminate Consent Decree [#15]. The Commissioner seeks the termination of a consent decree entered by this court in 1974 mandating that the Department of Correction (“DOC”) provide a law library at the facility now known as MCI-Cedar Junction and stock it with certain materials. The Commissioner asks that this court terminate the consent decree pursuant to its authority under Rule 60(b)(5) because continuing to apply it would no longer be equitable. The Commissioner also argues that the Prison Litigation Reform Act (“PLRA”) requires the termination of the consent decree. For the reasons discussed briefly below, this court will terminate the consent decree.

On April 9, 1973, Plaintiffs—inmates at MCI-Cedar Junction—initiated this suit against the Commissioner alleging violations of their constitutional right of access to the courts. The case settled in 1974 and the Parties drafted a consent decree. This court approved and entered that consent decree on October 10, 1974. The consent decree requires the DOC to maintain an adequate law library at MCI-Cedar Junction. It lists some thirty-eight print resources that the

DOC must stock and keep updated through the purchase of pocket parts. The decree also requires that a certain amount of physical space be available for the library. The consent decree did not represent a determination as to whether the DOC had violated the Plaintiffs' constitutional rights and was silent about whether the remedies ordered were constitutionally mandated.

There has been little activity in this case since the consent decree entered. On December 14, 2006, an inmate filed a motion for a finding of civil contempt because the Commissioner had violated the consent decree. On September 10, 2008, another inmate filed a complaint for enforcement of the consent decree. Both of those matters terminated without any finding that the DOC had violated the terms of the consent decree. There is no indication that there have been issues with the DOC not abiding by the consent decree's terms.

The Commissioner now seeks the termination of that consent decree because the DOC wishes to modernize MCI-Cedar Junction's the law library. In 2007, the DOC began implementing a system of electronic legal reference materials at all of its facilities. That system is now online at seventeen of eighteen facilities in Massachusetts. MCI-Cedar Junction is the sole outlier. The system has been installed at MCI-Cedar Junction. In order to avoid violating the consent decree, the DOC has not made the switch from the existing library to the electronic system at that location.

The DOC made the switch to electronic reference materials for a number of reasons. The DOC determined that an electronic system would be less expensive in the long run. Additionally, an electronic system is easier to maintain and update. It also requires staff to spend less time updating the reference materials. An electronic system also allows the DOC to save space in its facilities because it will no longer need to store a significant number of volumes at each facility. Moreover, electronic reference materials cannot be lost, stolen, or defaced by inmates, problems

the DOC has experienced. This enhanced availability ensures that more inmates will be able to use the resources.

Donna Godinmessier, the DOC's Manager of Library Services, states that the materials available in the electronic system are different titles than those called for by the consent decree. Nonetheless, she states that the electronic materials are comparable, and in some cases superior, to the materials called for in the consent decree. Additionally, she states that some of the materials required by the consent decree are no longer in print. She also states that the vendor, LexisNexis, is required to provide training to inmate library clerks, who will assist other inmates.

Consent decrees are final judgments. Accordingly, they are subject to Rule 60(b)(5), which authorizes a court to relieve a party from a judgment or order if "applying it prospectively is no longer equitable."¹ In order to obtain relief from a consent decree under the rule, "a party must 'establish that a significant change in circumstances warrants revision of the decree.'"²

This court is satisfied that a significant change in circumstances has occurred in the nearly forty years that have elapsed since it approved the consent decree. At the time the consent decree was entered, West Group was one of only a few publishers of legal reference materials and most of the materials required by the consent decree are West materials. Today, there are a plethora of legal reference materials available. Many of these materials may be comparable to or better than those ordered by the consent decree and available at a more competitive price. More significantly, an electronic legal reference system was simply not a possibility at the time the consent decree was entered.

¹ Fed. R. Civ. P. 60(b)(5).

² United States v. Puerto Rico, 642 F.3d 103, 106 n.5 (1st Cir. 2011) (quoting Rufo v. Inmates of Suffolk Cnty. Jail, 502 U.S. 367, 383 (1992)).

There is no evidence in the record that the DOC has failed to comply with the consent decree or is trying to avoid its obligations. Instead, the DOC is attempting to meet its constitutional obligation to ensure inmates' access to the courts in an up-to-date and efficient manner. Finally, it would be inequitable to force the DOC to maintain an entirely different legal reference system at one of its eighteen facilities. For the foregoing reasons, the Commissioner's Motion to Terminate Consent Decree [#15] is ALLOWED. The consent decree entered on October 10, 1974 is hereby TERMINATED.³ This case shall remain CLOSED.

IT IS SO ORDERED.

/s/ Joseph L. Tauro
United States District Judge

³ Because this court concludes that termination of the consent decree is warranted under Rule 60(b)(5), it need not consider whether the PLRA mandates the consent decree's termination.