



very limited authority to interfere with the Massachusetts Trial Court and Massachusetts Division of Capital Asset Management and Maintenance's ("DCAMM") conditional determination on the Springfield Regional Justice Center, and they utterly fail to meet their burden of proof. The timing of the announcement of the conditional selection of FDS MA Liberty Junction, LLC's proposal is meaningless;<sup>2</sup> there is nothing improper about the proposal; there has been full compliance with the conflict-of-interest law; and there is no lawful basis by which this Court may substitute its judgment for that of the Massachusetts Trial Court and DCAMM. For all the reasons set forth below, and in the Affidavits of Claiborne Williams and John F. Barros submitted herewith, the Plaintiffs' Motion should be denied.

## **I. BACKGROUND**

In January 2025, the Massachusetts Trial Court submitted a Project Proposal to the Massachusetts Asset Management Board ("AMB") to acquire a leased space for a Regional Justice Center in Springfield, Massachusetts.<sup>3</sup> The proposal's purpose was "to replace the existing courthouse building that had fallen into disrepair and was believed by some to be a health risk to the employees who worked there on a daily basis." Verified Complaint, ¶ 9. According to the Massachusetts Trial Court's Proposal, the very first goal of the Project is to "establish a new courthouse that can be procured and developed more efficiently and **expediently** than a traditional Commonwealth-owned facility."<sup>4</sup> The AMB voted to approve the Massachusetts Trial Court's proposal. Verified Complaint, ¶ 10.

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<sup>2</sup> And need not be mentioned further.

<sup>3</sup> Div. of Cap. Asset Mgmt. & Maint., Springfield Regional Justice Center Project, Mass.gov (last visited July 31, 2026), for all references to the site below), <https://www.mass.gov/doc/springfield-regional-justice-center-amb-project-proposal/download>

<sup>4</sup> <https://www.mass.gov/doc/springfield-regional-justice-center-amb-project-proposal/download>, p. 5 ("Public Purpose and Public Benefits")(emphasis added).

On June 30, 2026, DCAMM posted its Request for Proposals (“RFP”) inviting proposals to lease space to the Commonwealth for use by the Massachusetts Trial Court in Springfield (“the “Project”).<sup>5</sup> In part, the RFP stated:

**DCAMM RESERVES THE RIGHT, IF DEEMED TO BE IN THE BEST INTEREST OF THE COMMONWEALTH, TO (i) WAIVE PORTIONS OF THE RFP FOR ALL PROPOSERS, (ii) EXCUSE MINOR INFORMALITIES IN ANY PROPOSAL, (iii) DISCUSS ANY PROVISIONS OF THE PROPOSAL IN ORDER TO CLARIFY THE PROPOSAL, (iv) NEGOTIATE WITH ONE OR MORE PROPOSERS, (v) REQUEST “BEST AND FINAL” OFFERS, (vi) REJECT ANY PART OF ANY PROPOSAL, AND (vii) REJECT ALL PROPOSALS.<sup>6</sup>**

On October 16, 2025, FDS MA Liberty Junction, LLC, with its team members (“Liberty Junction”), submitted its proposal for the Project.<sup>7</sup> In their Motion, the Plaintiffs fail to acknowledge that Liberty Junction’s proposal was not just conditionally selected by DCAMM, but aided by an independent analysis done by Dharam Consulting,<sup>8</sup> it was also selected by the Massachusetts Trial Court.<sup>9</sup> Five of the ten members of the Springfield Regional Justice Center Lease Acquisition Selection Committee (“Selection Committee”), who chose Liberty Junction’s proposal as the best, are officials of the Massachusetts Trial Court, including Chief Justice Heidi Brieger, Court Administrator Thomas Ambrosio, Chief of Construction Services James Harding, Senior Legal Counsel/Leased Property Manager and Project Manager Christopher McQuade and Facilities Director James Millins.<sup>10</sup> According to the “Proposal Evaluation” of Liberty Junction’s proposal authored by the Massachusetts Trial Court’s own Project Manager, Christopher McQuade, and DCAMM Project Manager Peter Woodford, concluded:

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<sup>5</sup> <https://www.mass.gov/info-details/springfield-regional-justice-center-project>, Request for Proposals and Additional Documents, June 20, 2025, “Request for Proposals (“RFP”)

<sup>6</sup> *Id.* p. 10 (emphasis in original).

<sup>7</sup> <https://www.mass.gov/doc/springfield-trial-court-proposal-125-liberty-st/download>

<sup>8</sup> <https://www.mass.gov/doc/third-party-analysis-and-validation-of-proposed-construction-costs-1/download>

<sup>9</sup> <https://www.mass.gov/doc/springfield-regional-justice-center-selection-committee-memo-to-commissioner/download>, p. 7.

<sup>10</sup> <https://www.mass.gov/doc/springfield-regional-justice-center-selection-committee-memo-to-commissioner/download>, pp. 7-8

Based on a comprehensive review of the proposals, the Massachusetts Trial Court stated programmatic requirements, the RFP requirements, the project delivery assumptions, and the applicable Commonwealth policy objectives, the proposal for the premises located at 125 Liberty Street in the Gateway City of Springfield is recommended for selection as the preferred site . . .<sup>11</sup>

The Selection Committee as a whole concluded:

Based on the proposed courthouse's cost effectiveness, design efficiency, functionality, security planning, access to natural light, operational performance, site characteristics, project team qualifications, long-term maintenance and capital replacement commitments, and overall best value analysis, the Selection Committee recommends the proposal for **125 Liberty Street** as best meeting the requirements of the RFP.<sup>12</sup>

According to DCAMM:

**DCAMM has accepted the recommendation of the Massachusetts Trial Court to provisionally designate The Liberty Junction Team** for the redevelopment of 125 Liberty Street, Springfield for the new Regional Justice Center. DCAMM and the Trial Court will now work with **the Liberty Junction team** to execute the long-term lease, which is anticipated to take several months to complete. . . .

### **Project Details**

The provisionally selected proposal submitted by the Liberty Junction Team includes the following features:

- A strategic location with strong multi-modal access for all court users, including proximity to union station and 21 bus lines, as well as regional highways and ample nearby parking.
- A 42-month delivery schedule, which is both realistic and one of the fastest schedules proposed.
- The Liberty Junction team was the proposer that demonstrated the most extensive experience delivering large-scale public facilities for federal and state governments **and their design team brings significant expertise in courthouse design, including multiple projects for the Massachusetts Trial Courts.**

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<sup>11</sup> <https://www.mass.gov/info-details/springfield-regional-justice-center-project>, Springfield Trial Court Proposal Evaluation Forms, 260622.08.Form 2A Proposal #8 Springfield, 125 Liberty Street, p. 6 (see Form 2A for more comprehensive reasons for the Liberty Junction proposal recommendation).

<sup>12</sup> <https://www.mass.gov/doc/springfield-regional-justice-center-selection-committee-memo-to-commissioner/download>, p. 7 (emphasis in original).

- An efficient six-story, L-shaped design which maximizes space utilization and functional adjacencies with all courtrooms benefitting from exposure to natural light.
- A development team which intends to use Regional Justice Center to leverage additional economic development on nearby parcels they control, consistent with municipal plans and community input regarding project impacts.
- As required by the Asset Management Board, the project will be subject to prevailing wage for all construction labor. Additionally, the general contractor associated with the proposal is a signatory with the carpenters' union.
- Best value - the Liberty Junction Team's proposal was the lowest-cost option among all of the proposals submitted and offers a high-quality project making it the highest value approach for the state.
  - This proposal will save the Commonwealth at least \$600,000 a month compared to the other finalist proposals. The total estimated cost of occupancy at Liberty Junction is \$7.4M lower than the next closest finalist on an annual basis, **providing the lowest cost to taxpayers by nearly \$300M over the 40-year lease term.**<sup>13</sup>

On June 30, 2026, Liberty Junction received a letter advising it that its proposal had been conditionally selected. Affidavit of Claiborne Williams, ¶ 19, Ex. B. The conditional selection was publicly announced by DCAMM on July 2, 2026. *Id.*, ¶ 20.

## II. ARGUMENT

### A. Applicable Standard

In deciding a motion for preliminary injunction,

a judge initially must consider whether the plaintiff has demonstrated that without the relief he would suffer irreparable harm, not capable of remediation by a final judgment in law or equity. The plaintiff also must show that there is a likelihood that he would prevail on the merits of the case at trial. The judge then must balance these two factors against the showing of irreparable harm which would ensue from the issuance, or the denial, of an injunction and the chance of success on the merits presented by the defendant. An injunction may issue properly only if the judge concludes that the risk of irreparable harm to a plaintiff, in light of his chances of success on his claim, outweighs the defendant's probable harm and likelihood of

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<sup>13</sup> <https://www.mass.gov/info-details/springfield-regional-justice-center-project>. (emphasis added).

prevailing on the merits of the case.

*John T. Callahan & Sons, Inc. v. City of Malden*, 430 Mass. 124, 130–31(1999)(internal citations and quotation marks omitted).

“When a party seeks to enjoin governmental action, a judge is also ‘required to determine that the requested order promotes the public interest, or, alternatively, that the equitable relief will not adversely affect the public.’” *Siemens Bldg. Techs., Inc. v. Div. of Cap. Asset Mgmt.*, 439 Mass. 759, 761–62 (2003)(quoting *Commonwealth v. Mass. CRINC*, 392 Mass. 79, 89 (1984)).

**B. Plaintiffs Will Not Suffer Any Irreparable Harm**

If their Motion is denied, the Plaintiffs will suffer no irreparable harm. First, as demonstrated below, the Plaintiffs will not succeed on the merits given the evidence, or lack thereof, they have presented. If they cannot succeed on their claims, they cannot suffer irreparable harm if their Motion is denied. *See Packaging Indus. Grp., Inc. v. Cheney*, 380 Mass. 609, 617 (1980)(“What matters as to each party is not the raw amount of irreparable harm the party might conceivably suffer, but rather the risk of such harm in light of the party's chance of success on the merits. Only where the balance between these risks cuts in favor of the moving party may a preliminary injunction properly issue.”).

Second, to establish irreparable harm, at least one Plaintiff would have to show that, if conditional selection of the Liberty Junction proposal were ultimately undone by the Court and the Project re-bid (after all bidders had seen other bidders’ first bids), that Plaintiff’s proposal *would* be conditionally accepted by DCAMM, that Plaintiff would have met all the conditions of

acceptance, and that Plaintiff would have entered into a lease with the Commonwealth. Neither Plaintiff can provide such proof. Springfield Tower Square, LLC was not even a finalist.<sup>14</sup>

Finally, if, as the Plaintiffs imply without proof, Liberty Junction was conditionally selected due to favoritism toward John Barros or improper influence by Mr. Barros, that would constitute bad faith on the part of the Massachusetts Trial Court and/or DCAMM, for which the Plaintiffs could recover any lost profits they could prove, thereby providing the Plaintiffs with an adequate remedy at law. *See Bradford & Bigelow, Inc. v. Com.*, 24 Mass. App. Ct. 349, 359 (1987).

**C. The Plaintiffs Will Not Succeed on the Merits**

**1. The Limited Scope of this Court's Review**

Conspicuously absent from the Plaintiff's Memorandum in support of their Motion is any mention of the very limited scope of this Court's review of DCAMM and the Massachusetts Trial Court's conditional selection of Liberty Junction's proposal. Where, as in this case, there is no applicable statute<sup>15</sup> "requiring contracts to be awarded to the lowest responsible bidder such a requirement is not to be implied, but it is to be inferred that the awarding of contracts is left to the reasonable judgment of the []officers charged with responsibility therefor." *See Datatrol Inc. v. State Purchasing Agent*, 379 Mass. 679, 699, n. 15 (1980)(quoting *Archambault v. Mayor of Lowell*, 278 Mass. 327, 332 (1932)). Even when competitive bidding statutes do apply, it has long been the law of the Commonwealth that determinations regarding the selection of bids and the

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<sup>14</sup> <https://www.mass.gov/doc/springfield-regional-justice-center-comparative-analysis/download>. Comparative Analysis of Finalist Proposals.

<sup>15</sup> Pursuant to its authority under G.L. c. 7B and 810 CMR 2.00, the AMB voted to waive certain public bidding laws and regulation including, but not limited to, G.L. c. 30, sections 39F through 39R (but not section 39H) and G.L. c. 149, sections 44A through 44J inclusive, except for certification of non-collusion in contracting requirements. *Id.* <https://www.mass.gov/doc/asset-management-board-meeting-minutes-january-21-2025/download>; <https://www.mass.gov/doc/asset-management-board-presentation-january-21-2025/download> ("While a competitive process will be required, the selection will be based on factors including, but not limited to, cost of construction and therefore public construction laws will not apply.")

qualification of bidders are for the agency, not the Court, to make. *See e.g. Fred C. McClean Heating Supplies, Inc. v. Westfield Trade High Sch. Bldg. Comm. of City of Westfield*, 345 Mass. 267, 273–74 (1962). The Court cannot substitute its judgment for the judgment of the agency charged by the Legislature with making discretionary decisions. *Capuano v. School Building Committee of Wilbraham*, 330 Mass. 494, 496 (1953)(“The court has no authority to take from such officers the duty of deciding the questions submitted to them and in the absence of illegal or arbitrary action their conclusions as to matters of fact within their jurisdiction cannot be controverted.”). The Court’s power “does not extend to ‘decid[ing] questions committed by law to the determination of public officials.’” *Care & Prot. of Jeremy*, 419 Mass. 616, 622 (1995)(quoting *Capuano, Inc.*, 330 Mass. at 496). This Court may not interfere with DCAMM and the Massachusetts Trial Court’s determination absent “evidence of bad faith or arbitrary, capricious, or illegal action.” *See Mod. Cont’l Const. Co. v. Massachusetts Port Auth.*, 369 Mass. 825, 829 (1976). “A decision is not arbitrary and capricious unless there is no ground which ‘reasonable [persons] might deem proper’ to support it.” *Garrity v. Conservation Comm’n of Hingham*, 462 Mass. 779, 792 (2012)(quoting *T.D.J. Dev. Corp. v. Conservation Comm’n of N. Andover*, 36 Mass. App. Ct. 124, 128 (1994)).

The Plaintiffs have presented no evidence of bad faith or arbitrary, capricious, or illegal action by the Massachusetts Trial Court or DCAMM in evaluating or conditionally selecting Liberty Junction’s proposal. In the absence of such evidence sufficient to show that the Plaintiffs are likely to succeed on the merits, this Court lacks authority to substitute its judgment for that of the Massachusetts Trial Court and DCAMM.

## **2. FDS’s Proposal Fully Complies with the RFP**

Without providing evidence of bad faith or arbitrary, capricious, or illegal action, the Plaintiffs merely contend that there are “deficiencies” in Liberty Junction’s proposal. There are no “deficiencies” in Liberty Junction’s proposal. Indeed, DCAMM expressly provided for flexibility in the RFP by stating that it may “waive portions of the RFP for all proposers” and “excuse minor informalities in any proposal.”<sup>16</sup>

The Plaintiffs claim “[t]he ‘Proposer’ on the Liberty Junction proposal is listed as ‘The Liberty Junction Team,’ an identifier that is not expressly connected with any legal entity or group.” Verified Complaint, ¶ 25. This allegation is misleading or, at best, incomplete. The completed Lease Proposal form included in Liberty Junction’s proposal provides:

**1.4 Proposer**

Name of Proposer: **The Liberty Junction Team**  
Contact: **Claiborne Williams**  
Company Name: **FDS MA Liberty Junction, LLC**  
Address: **1001 19<sup>th</sup> Street N**  
City State Zip: **Arlington, VA 22209**

Office Phone: **(202) 669-8142**

Cell Phone: **(202) 669-8142**

Email: **cwilliams@fdstonewater.com**

The “Proposer . . . Company Name” is clearly identified by “Company Name” as “FDS MA Liberty Junction, LLC.”<sup>17</sup> The “Proposed Landlord” is also identified as “FDS MA Liberty Junction, LLC.”<sup>18</sup>

**1.5 Proposed Landlord**

Name: **FDS MA Liberty Junction, LLC**

The Plaintiffs also allege that “[t]he relationship between and among the ‘Co-Principals’ identified in the Liberty Junction bid is not otherwise specified in the bid proposal.” Verified Complaint, ¶ 25. On the contrary, the proposal’s Executive Summary provides:

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<sup>16</sup> <https://www.mass.gov/info-details/springfield-regional-justice-center-project>, Request for Proposals and Additional Documents, June 20, 2025, RFP, p. 10

<sup>17</sup> <https://www.mass.gov/doc/springfield-trial-court-proposal-125-liberty-st/download>, completed Lease Proposal Form, § 1.4

<sup>18</sup> *Id.* § 1.5

The Liberty Junction leadership team is comprised of FD Stonewater, a national real estate development firm with deep government-sector experience, and CoJo Partners, a Massachusetts-based Minority Business Enterprise (MBE) led by developers, Conan Harris and John Barros.<sup>19</sup>

Moreover, other than asking proposers to identify the principals of the “Proposed Landlord,” nowhere in the RFP does it require proposers to state the relationship among the principals of the proposer, the proposed landlord, or their partners, nor does the RFP require that all joint venture and other definitive organizational documents be finalized prior to submission.

The Plaintiffs also complain that the proposed lease site rights within Liberty Junction’s proposal are held by corporate entities other than the Proposed Landlord - FDS MA Liberty Junction, LLC, including FD Stonewater, LLC and FDS MA Springfield Dwight, LLC. They further allege that the proposal does not reflect that FDS MA Liberty Junction, LLC is an “eligible proposer” because it does not include executed assignments of interests in the property sites or contract rights to FDS MA Liberty Junction, LLC. Verified Complaint, ¶ 25a, b. The Plaintiffs’ desperate attempt to find any defect in Liberty Junction’s proposal is not supported by the facts.<sup>20</sup>

In the RFP the definition of “Eligible Proposers” includes:

a prospective purchaser or a prospective ground tenant of the proposed property whose lease will permit subleasing, provided that such prospective purchaser **or prospective ground tenant must attach to the proposal a copy of a fully executed** (i.e., by the proposer, the prospective seller or the prospective ground landlord, and any other identified party) purchase-and-sale agreement, **option to purchase or lease or other evidence of the proposer's control of the property**, and further provided that **no Lease will be signed until such prospective purchaser or prospective ground tenant becomes either the**

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<sup>19</sup> *Id.* at “Executive Summary,” p. 01/07

<sup>20</sup> The Plaintiffs allege their proposals complied with the RFP’s requirements. Verified Complaint, ¶¶ 23, 25. In the Plaintiff Springfield Tower Square, LLC’s (“STS”) proposal for 1515 Main Street, the proposer and proposed landlord is STS, but the owners of the proposed lease site are various other entities, three of which (Rudra Realty LLC, Sai Raj LLC, Arya Invest Mass, LLC) have no identified or disclosed agreement with STS. <https://www.mass.gov/doc/springfield-trial-court-proposal-1515-main-st/download>, pp. 277. If STS complied with the RFP’s requirements, as it claims, there is no question Liberty Junction did.

**record owner or the ground tenant of the proposed property** whose lease permits subleasing. . . .”<sup>21</sup>

In Liberty Junction’s proposal, FDS MA Liberty Junction, LLC is identified as the “Proposed Landlord.”<sup>22</sup> The proposed site is 125 Liberty Street.<sup>23</sup> The proposal points to: “Evidence of Control • 125 Liberty Street ground lease • Baystate Health contract.”<sup>24</sup> A Ground Lease Option Agreement for 125 Liberty Street (“125 Liberty Ground Lease Option”), executed by Claiborne Williams, as a member of FD Stonewater, LLC, is included within the Liberty Junction proposal.<sup>25</sup> Throughout the proposal, it is made perfectly clear that Liberty Junction’s team is led by FD Stonewater, LLC with Claiborne Williams as FD Stonewater, LLC’s co-founder and principal.<sup>26</sup> The proposal also provides that: “The Liberty Junction team also controls the existing Baystate Health office building and parking garage.”<sup>27</sup> A copy of the Agreement for Purchase and Sale for 280 Chestnut Street (“280 Chestnut P & S”), executed by Mr. Williams, as the authorized signatory of FDS MA Springfield Dwight, LLC, or its designee, is also included within the proposal.<sup>28</sup> While 125 Liberty is the complete proposed site of the lease premises, 280 Chestnut is identified in the proposal as parcel 2, including a parking garage that could be available for additional parking.<sup>29</sup>

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<sup>21</sup> <https://www.mass.gov/info-details/springfield-regional-justice-center-project>, Request for Proposals and Additional Documents, June 20, 2025, RFP, p. 9 (emphasis added).

<sup>22</sup> <https://www.mass.gov/doc/springfield-trial-court-proposal-125-liberty-st/download>, completed Lease Proposal Form, § 1.5

<sup>23</sup> *Id.* § 1.1.

<sup>24</sup> *Id.* second page of proposal.

<sup>25</sup> *Id.* twenty-third page of proposal.

<sup>26</sup> *Id.* at “Executive Summary,” pp. 01/10, 1/11 and pp. 05/93, 06/6- 06/21.

<sup>27</sup> *Id.* at p. 02/19.

<sup>28</sup> *Id.* twenty-fifth page of proposal, ¶ 8 forty-third page of proposal, ¶ 11.1.

<sup>29</sup> *Id.* Proposal Form, § 4.1. A parcel 3 at 616 Dwight Street is also mentioned in the proposal for possible development by Liberty Junction but it is not part of the proposed leased site or additional parking for it and, as a result, is not mentioned in the completed Lease Proposal Form. *Id.* completed Lease Proposal Form §§ 1.1, 4.1.

In addition to being the co-founder and authorized member of FD Stonewater, LLC, Mr. Williams is the organizer of FDS MA Liberty Junction, LLC and organizer and managing member of FDS MA Springfield Dwight LLC, and critically, FDS MA Liberty Junction, LLC, FD Stonewater, LLC and FDS MA Springfield Dwight LLC are affiliated entities under the common control of the members of FD Stonewater, LLC. Affidavit of Claiborne J. Williams, ¶¶ 1-3, 10-13, 15-16. Control by an affiliate alone is sufficient. *See* 760 Mass. Code Regs. 56.04(4)(g)(regulations governing eligibility for application to a local Board of Appeal for a Comprehensive Permit for development of Low or Moderate Income Housing provide that an “Applicant controls the site” if “the Applicant or a related entity owns the site, or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.”)

Moreover, both the 125 Liberty Ground Lease Option and the 280 Chestnut P & S<sup>30</sup> provide for the assignment by FD Stonewater, LLC and FDS MA Springfield Dwight, LLC, respectively, to FDS MA Liberty Junction, LLC, Liberty Junction’s “Proposed Landlord”<sup>31</sup>, without the need for consent or approval of the applicable counterparties.

It is standard practice to establish a single-purpose entity to serve as the named proposer or prospective landlord in response to an RFP, including those for government-leased facilities. *Id.* ¶ 4. This entity typically has the sponsoring developer as its sole member until the final members negotiate and sign a definitive operating agreement post-award when the capitalization and lease terms are more fully settled. *Id.* ¶ 5. FD Stonewater submits numerous solicitations

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<sup>30</sup> Again, both those documents, and those terms, are within Liberty Junction’s proposal. *Id.* twenty-fourth to fifty-fifth page of proposal.

<sup>31</sup> *Id.* twenty-fifth page, § 8, and twenty-eighth and forty-third page, Art. 11.1, of proposal.

annually and routinely uses the same approach used in the Liberty Junction proposal in this case.

*Id.* ¶¶ 6,9.

Finally, consistent with the definition of “eligible proposer” in the RFP, the conditional selection letter of acceptance from DCAMM provides that: “The Proposer must provide evidence, in form and substance acceptable to the Commonwealth, that it has satisfied the RFP’s site control requirements prior to lease execution. If the Proposer does not satisfy the RFP’s site control requirements, the Commonwealth reserves the right to rescind this conditional selection and pursue another proposal.” Affidavit of Claiborne Williams, Ex. B. Liberty Junction must, has and will continue to provide proof that it controls the site to DCAMM’s satisfaction before the lease is executed.

The Plaintiffs also allege the 125 Liberty Ground Lease Option within Liberty Junction’s proposal expired on May 9, 2026, suggesting that this somehow makes Liberty Junction’s proposal deficient.<sup>32</sup> Verified Complaint, ¶ 26c. It is not. The RFP provided that a proposal would be selected in the first quarter of 2026, well before the May 9, 2026 125 Liberty Ground Lease Option expiration date.<sup>33</sup> In February, it was reported that DCAMM had “pushed [the proposal selection date] back a few months.”<sup>34</sup> On or about May 8, 2026, FD Stonewater, LLC and Northeast Investments LLC executed a First Amendment of Ground Lease Option Agreement (“125 Liberty

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<sup>32</sup> Again, the Plaintiffs allege their proposals complied with the RFP’s requirements. Verified Complaint, ¶¶ 23, 25. In the Plaintiff STS’s proposal for 275 Chestnut Street, as proof of site control, STS relies on a Purchase and Sale Agreement that was terminated by agreement. <https://www.mass.gov/info-details/springfield-regional-justice-center-project>, Springfield Trial Court Proposal– 275 Chestnut St, Agreement to Terminate Purchase and Sale Agreement (“TPSA”), pp. 270-271. Per Section 6 of the TPSA, the property will be conveyed to STS should the conditions outlined in the TPSA be met. Per Section 7 of the TPSA, the TPSA “shall be of no force and effect and shall be null and void” if the conditions set forth in the TPSA not be met on or before December 31, 2025. *Id.* STS does not control the site. Moreover, in its proposal, as owners of 275 Chestnut Street, STS erroneously identified the owners of 1515 Main Street! Again, if STS complied with the RFP’s requirements, as it claims, there is no question Liberty Junction did.

<sup>33</sup> <https://www.mass.gov/info-details/springfield-regional-justice-center-project>, Request for Proposals and Additional Documents, June 20, 2025, RFP, p. 27.

<sup>34</sup> <https://www.masslive.com/westernmass/2026/02/springfield-courthouse-developer-to-be-selected-in-mid-2026.html>

Ground Lease Option Amendment”) extending the Option Period, through which FD Stonewater, LLC and its designees and assigns may exercise an option to ground lease the real property at 125 Liberty Street, Springfield (the Project site identified in Liberty Junction’s proposal) to November 9, 2026. Affidavit of Claiborne Williams, Ex. A. The 125 Liberty Ground Lease Option Amendment could not have been submitted with Liberty Junction’s proposal in October 2025 because it had not yet been executed, and it was not yet necessary. A copy of the 125 Liberty Ground Lease Option Amendment has been provided to DCAMM. *Id.* ¶ 18. Again, pursuant to both the RFP and conditional selection letter, Liberty Junction must, has, and will continue to provide proof that it controls the site.

The Plaintiffs also complain that “categories of information in the proposal, such as ‘Space Design Parameters,’ are informational only and not actual commitments.” Verified Complaint, ¶ 26.d. Again, the Plaintiffs have told the Court only half the story. In its proposal, Liberty Junction stated that certain categories of information in its proposal are “informational only and not actual commitments” because the “Technical Exhibits” to the RFP that included tentative “specifications” for such categories of information, including “Space Design Parameters,” are each themselves stamped with a legend that reads: “For information purposes only.”<sup>35</sup> As the Plaintiffs know, Liberty Junction could not submit “actual commitments” to tentative, “informational only,” exhibits. To suggest otherwise is disingenuous.

Finally, the Plaintiffs suggest that Liberty Junction’s proposal is internally contradictory regarding how real estate taxes are to be allocated between the tenant and landlord such that it is “not possible for DCAMM to adequately compare the Liberty Junction proposal to the competing

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<sup>35</sup> <https://www.mass.gov/info-details/springfield-regional-justice-center-project>, Request for Proposals and Additional Documents, June 20, 2025, “Technical Exhibits,” p. 9.

proposal (including those submitted by Plaintiffs).” Plaintiff’s Memorandum, pp. 5-6. Liberty Junction’s proposal, however, was perfectly clear regarding the amount of estimated taxes the tenant would have to pay.<sup>36</sup> But, more importantly, no proposer’s estimated taxes were even considered by DCAMM, as DCAMM stated: “The proposals submitted used inconsistent assumptions regarding estimated property taxes. The estimates were equalized using a common valuation derived from current City of Springfield assessments of recent larger-scale construction and escalated at 2.5% annually.”<sup>37</sup> DCAMM clearly was able to compare all proposals, including those of Liberty Junction and the Plaintiffs, on an equal, objective basis.

### **3. Barros Has Fully Complied with the Conflict-of-Interest Law**

Relying mostly on innuendo rather than proof that they hoped to get (but have not gotten) through public records requests, the Plaintiffs claim John Barros has an unwaivable, undisclosed conflict of interest that somehow precluded conditional selection of Liberty Junction’s proposal. The RFP was amended to incorporate G.L. c. 268A of the conflict of interest laws to make it clear that any “individual or a firm may be precluded from joining a potential development team during the proposal submission phase on an AMB-approved project based on work performed for DCAMM.” Exhibit 1 - RFP Addendum 5. While they don’t allege Mr. Barros worked for DCAMM, the Plaintiffs suggest, without proof, that he may have violated G.L. c. 268A, §§ 7 (by having an undisclosed conflict of interest) or 23(b)(3) (through the appearance of impropriety).

In their Memorandum, the Plaintiffs fail to give the Court the full, applicable law. In relevant part, left out by the Plaintiffs, section 7 provides:

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<sup>36</sup> <https://www.mass.gov/doc/springfield-trial-court-proposal-125-liberty-st/download>, twentieth thru twenty-third pages.

<sup>37</sup> <https://www.mass.gov/doc/springfield-regional-justice-center-selection-committee-memo-to-commissioner/download>, Memorandum for Selection Committee, p. 4; *see also*, <https://www.mass.gov/doc/springfield-regional-justice-center-comparative-analysis/download>, Comparative Analysis of Finalist Proposals, n. \*.

**This section shall not apply . . . to a state employee** other than a member of the general court who is not employed by the contracting agency or an agency which regulates the activities of the contracting agency and who does not participate in or have official responsibility for any of the activities of the contracting agency, if the contract is made after public notice or where applicable, through competitive bidding, and **if the state employee files with the state ethics commission a statement making full disclosure of his interest and the interests of his immediate family in the contract . . .**

G.L. 268A, § 7 (emphasis added).

In relevant part, also withheld by the Plaintiffs, section 23(b)(3) provides:

No current officer or employee of a state, county or municipal agency shall knowingly, or with reason to know . . . act in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. **It shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority . . . the facts which would otherwise lead to such a conclusion**

G.L. c. 268A, § 23(b)(3)

Section 23(b)(3) doesn't apply to this case. From its language, it is clear the section is intended to prevent state employees from giving the appearance they can be improperly influenced. While they quote section 23(b)(3) in their Verified Complaint and Memorandum, the Plaintiffs make no allegation that *Mr. Barros* gave the appearance he can be improperly influenced. They suggest, without evidence, that Mr. Barros has improperly influenced *DCAMM*. See Verified Complaint, ¶ 34. He did not. Affidavit of John F. Barros.

Nevertheless, Mr. Barros fully complied with both section 7 and 23(b)(3) of G.L. c. 268A. Months after he joined FD Stonewater, Conan Harris, and the entities they control in submitting the Liberty Junction proposal, Mr. Barros was appointed to the Interim Executive Director position by a vote of the MCCA's Board of Directors on January 9, 2026, and assumed the position on

January 14, 2026. Affidavit of John F. Barros, ¶¶ 1, 4. The MCCA, an independent public authority of the Commonwealth governed by its own Board of Directors, owns and oversees the operations of several convention center facilities in the Commonwealth. *Id.* ¶¶ 2-3. The MCCA does not fall under the jurisdiction of DCAMM or the Executive Office of Administration and Finance (“A&F”), within which DCAMM is located. The MCCA has no authority over DCAMM or A&F, and DCAMM and A&F have no authority over the MCCA. *Id.* ¶ 3.

On January 7, 2026, after learning he might be appointed as MCCA’s Interim Executive Director and before assuming the role, Mr. Barros sent an email and the executive summary of the Liberty Junction proposal for the Project to Kevin Scanlon, MCCA General Counsel, identifying himself as a member of the Liberty Junction team. *Id.* ¶ 12, Addendum B. If section 23(b)(3) applied (it does not), Mr. Barros fully complied with it. He also spoke with both Mr. Scanlon and Eve Slattery, State Ethics Commission General Counsel, regarding his interest in Liberty Junction and its proposal for the Project. *Id.* ¶ 5. In these discussions, Mr. Barros disclosed his interest and role in Liberty Junction to both of them and sought their advice on his disclosure obligations and what he should and should not do if he was appointed as Interim Executive Director. Mr. Scanlon and Ms. Slattery advised Mr. Barros that he could retain his interest in Liberty Junction and its proposal, but that he should not participate in any discussions between Liberty Junction and DCAMM or in presentations made by Liberty Junction to DCAMM regarding the proposal. They further advised him that no immediate filing or public disclosure with the State Ethics Commission was necessary because DCAMM had not yet selected the winning bidder for the Project, but that he should file a disclosure under G.L. c. 268A, § 7(b) if Liberty Junction’s proposal was selected. *Id.* ¶ 6.

Mr. Barros complied with those instructions. He has not discussed the Liberty Junction proposal or the Project with DCAMM, nor has he participated in any presentations by the Liberty Junction to DCAMM on those subjects. He has made no attempt to influence anyone at DCAMM or elsewhere at the Commonwealth on matters pertaining to the Liberty Junction's proposal or the Project. *Id.* ¶ 7. In addition, in full compliance with G.L. c. 268A, § 7, he promptly filed a disclosure with the State Ethics Commission upon learning that Liberty Junction's proposal had been selected by DCAMM. Specifically, upon seeing DCAMM's conditional award letter on June 30, 2026, he filed his Section 7(b) disclosure **the very next day**, on July 1, 2026. *Id.* ¶¶ 8, 11 & Addendum A.

Mr. Barros has taken no action as MCCA's Interim Executive Director regarding the Junction Team's proposal or the Project. During his time at MCCA, MCCA has had no role in or authority over the Project or the selection of the winning bidder under the RFPs for it. Notwithstanding the above, and though he is not required to, Mr. Barros is divesting himself of any interest in the Liberty Junction and the Project and will have no economic interest in it. *Id.* ¶¶ 9-10.

The Massachusetts Trial Court and DCAMM were clearly aware of Mr. Barros's appointment to the MCCA before Liberty Junction's proposal was conditionally selected<sup>38</sup> and obviously found no violation of Addendum 5 or the conflict of interest laws. There simply is none.

**D. The Balance of Harms Tips Decidedly in DCAMM and FDS's Favor**

DCAMM, Liberty Junction and the Massachusetts Trial Court will suffer substantial harm if the Project, including but not limited to negotiation and execution of a lease and construction of

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<sup>38</sup> <https://www.mass.gov/doc/notes-from-qa-presentations-1-2-3-4/download>, p. 2.

the new regional justice center, is delayed until there is a trial in this matter - likely three years from now.<sup>39</sup> The first goal of the Massachusetts Trial Court's Proposal to the AMB is to "establish a new courthouse that can be procured and developed more efficiently and **expediently** than a traditional Commonwealth-owned facility."<sup>40</sup> Reports of court employees contracting cancer and ALS tied to the current courthouse are widely known.<sup>41</sup> The Plaintiffs readily acknowledge the current courthouse has "fallen into disrepair and [i]s believed by some to be a health risk to the employees who worked there on a daily basis." Verified Complaint, ¶ 9. Conversely, as set forth above, the Plaintiffs will suffer no demonstrable harm if their motion is denied.

**E. An Injunction Will Adversely Affect the Public Interest**

If the Plaintiff's Motion is granted, it will have a substantial adverse effect on the public interest. The Project will be delayed for years, and the Massachusetts Trial Court's first goal for the Project - a new courthouse that can be procured and developed "efficiently and expediently" – will not be met. At the same time, court employees will continue to work in a building many believe is making them sick. What is more, the public will be denied a regional justice center for years.

**III. CONCLUSION**

For all the foregoing reason, the Plaintiffs' Motion should be denied.

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<sup>39</sup> This case is currently on the "Average" track with a final pre-trial conference date of December 28, 2028, and a "judgment" date of July 9, 2029.

<sup>40</sup> <https://www.mass.gov/doc/springfield-regional-justice-center-amb-project-proposal/download>, p. 5 ("Public Purpose and Public Benefits")(emphasis added).

<sup>41</sup> <https://www.bostonglobe.com/metro/2020/02/04/illnesses-spark-concerns-about-workplace-hazards-springfield-courthouse/jjacviWxDEjj0zaPIYbeUP/story.html>; <https://www.masslive.com/news/2022/03/5-als-deaths-60-cancer-cases-identified-among-workers-at-troubled-roderick-ireland-courthouse-in-springfield.html>

THE DEFENDANT  
FDS MA LIBERTY JUNCTION, LLC  
By Their Attorneys  
NICOLAI LAW GROUP, P.C.

Dated: August 3, 2026

By: /s/ Marwan Zubi  
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**CERTIFICATE OF SERVICE**

I, Marwan S. Zubi, a member of the Bar of this Court, hereby certify that I served the within **DEFENDANT FDS MA LIBERTY JUNCTION, LLC'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION** via email to:

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on the date shown below:

Dated: August 3, 2026

By: /s/ Marwan Zubi

# EXHIBIT 1



**COMMONWEALTH OF MASSACHUSETTS**  
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DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE  
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SECRETARY

**ADAM BAACKE**  
COMMISSIONER

**PROJECT NUMBER: 202410900**  
**USER AGENCY: Massachusetts Trial Court (TRC), Project # 202410900**  
**PROPOSAL SUBMISSION DEADLINE: October 16, 2025, at 2:00 P.M.**  
**Late proposals will not be considered.**

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**ADDENDUM #5**

**REQUEST FOR PROPOSALS (RFP)**  
**COMMONWEALTH OF MASSACHUSETTS**  
**DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**  
**OFFICE OF LEASING AND STATE OFFICE PLANNING**

The above referenced Request for Proposals (RFP) is amended as follows:

Add the following new paragraph at the end of RFP Section A-3 "Submittal Requirements" (see pages 9-10 of the RFP)

**Conflicts of Interest, Windfall Profits and Excluded Firms/Individuals:** The state conflict of interest law, M.G.L. Ch. 268A, applies to individuals employed by the Commonwealth of Massachusetts, including "special state employees" such as contractors who may be hired by DCAMM to provide their expertise in historic preservation, real estate finance, permitting, or other areas to assist DCAMM in advancing real estate projects. This law is enforced by the State Ethics Commission, and compliance is incumbent upon each individual conflicted or potentially conflicted party. Over and above the state conflict of interest law, the Asset Management Board has a duty to ensure that projects that it authorizes do not result in "windfall profits to any individual or group of individuals" or in "conflicts of interest" (MGL Chapter 7B, section 4 and 810 CMR 2.02). DCAMM has interpreted this requirement to mean that there might be certain cases where an individual or a firm may be precluded from joining a potential development team during the proposal submission phase on an AMB-approved project based on work performed for DCAMM – even if the ethics commission may not come to the same conclusion based on M.G.L.268A. For example, intimate knowledge of DCAMM strategic decision-making

priorities and processes on a particular matter (such as an AMB-approved project) should not be saleable to developers neither should a firm be able to market itself to potential respondents based on work that certain individuals employed by the firm have performed for DCAMM on the same project.

The Division of Capital Asset Management and Maintenance (DCAMM) will not consider any proposal which is comprised in whole or in part of individuals or entities which have directly or indirectly had involvement in the subject of the above referenced RFP (involvement means, without limitation, involvement relating to legal, planning, environmental, appraisals or other consulting services). This includes, without limitation, the consultants below who aided in the preparation of documents used in the Final Project Proposal. DCAMM will continue to apply these criteria to future contracts for this project,

The following individuals and firms have performed material work on this particular matter and are therefore excluded from participating on proposing teams, provided however, that employees of these firms may participate on proposing teams if they provide DCAMM an opinion from the State Ethics Commission that such participation would not violate M.G.L. Ch. 268A and further provided that DCAMM determines that such participation would not violate M.G.L Chapter 7B, section 4 or 810 CMR 2.02.

Firms:

- William Rawn Associates, 27 School Street, 2<sup>nd</sup> Floor, Boston, MA 02108 (Program Planning)
- Habeeb & Associates, Inc., 150 Longwater Drive, Norwell, MA 02061 (Utilization Analysis)
- Fentress Inc., 945 Sunset Valley Drive, Sykesville, MD 21784 (Utilization Analysis)
- The S/L/A/M Collaborative, Inc., 250 Summer St # 402, Boston, MA 02210 (Program Planning)

Individuals, with firm(s) at which their work was conducted:

- For work at William Rawn Associates
  - Sindu Meier
  - Elizabeth Bondaryk
- For work at Habeeb & Associates, Inc.
  - Elizabeth Lewis
- For work at Fentress Inc.
  - Keith Fentress
  - Brian Bankert
- For work at The S/L/A/M Collaborative, Inc.
  - Doug Kleppin