

**COMMONWEALTH OF MASSACHUSETTS**

HAMPDEN COUNTY, ss.

USPB JV, LLC and SPRINGFIELD	)
TOWER SQUARE, LLC,	)
	)
Plaintiffs,	)
v.	)
	)
MASSACHUSETTS DIVISION OF	)
CAPITAL ASSET MANAGEMENT	)
AND MAINTENANCE and FDS MA	)
LIBERTY JUNCTION, LLC,	)
	)
Defendants.	)
	)

Superior Court  
CA No. \_\_\_\_\_

**VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiffs USPB JV, LLC (“USPB”) and Springfield Tower Square, LLC (“Tower Square” and, with USPB, “Plaintiffs”) bring this action against Massachusetts Division of Capital Asset Management and Maintenance (“DCAMM”) and FDS MA Liberty Junction, LLC (the legal entity that appears to represent what is elsewhere referred to as the “Liberty Junction Team” or “Liberty Junction” and, with DCAMM, “Defendants”) to seek relief from DCAMM’s wrongful selection of Liberty Junction as the provisional recipient of a 40-year lease to be used by the Massachusetts Trial Court as the Springfield Regional Justice Center (“SRJC”). This decision, which is rife with conflicts of interest, undermines the integrity of the public procurement process by awarding the contract to a company whose principals, John Barros and Conan Harris, have deep conflicts. Mr. Barros is currently the Interim Executive Director of the Massachusetts Convention Center Authority (“MCCA”), a powerful state agency whose Board of Directors include senior DCAMM officials. In addition to those conflicts, the Liberty Junction proposal failed to comply with the

RFP in numerous material respects, including failure to comply with leasing requirements, and containing inconsistencies on tax treatment.

The circumstances surrounding the announcement of the SRJC award also fostered an unmistakable appearance of impropriety. The SRJC announcement had been anticipated for months and was widely expected to be a signature moment—a major, generational public investment in a Gateway City. Instead, DCAMM released the award in a news dump on Thursday, July 2, 2026—the last business day before the three-day July 4 holiday weekend. That timing put the announcement into the lowest-attention window of the summer, when press, legislative, and public scrutiny are at their thinnest. The choice to announce a nearly \$2 billion, 40-year lease going into a long holiday weekend evidences DCAMM’s recognition that the way this procurement has been conducted gives, at the very least, an unmistakable appearance of impropriety that is inconsistent with governing law, fairness, and DCAMM’s stated goal of instilling public confidence in the procurement.

Plaintiffs, who submitted bids that complied with the RFP’s requirements and were not tainted by unwaivable conflicts of interest, bring this action to avoid being irreparably harmed when DCAMM and Liberty Junction move forward with the negotiation and execution of a long-term lease premised on Liberty Junction’s improper proposal.

### **PARTIES**

1. Plaintiff USPB JV, LLC is a Delaware limited liability company with its principal place of business located at 1441 Main Street, Suite 300, Springfield, MA 01103.

2. Plaintiff Springfield Tower Square, LLC is a Massachusetts limited liability corporation with its principal place of business located at 1500 Main Street, Suite 255, Springfield, MA 01115.

3. Defendant Massachusetts Division of Capital Asset Management and Maintenance is an agency within the Executive Office for Administration and Finance of the Commonwealth of Massachusetts, with its offices located at 1 Ashburton Place, Floor 15, Boston, MA 02108.

4. Defendant FDS MA Liberty Junction, LLC is a Delaware limited liability corporation with its principal place of business located at 1001 19th Street N, Arlington, VA 22209. On information and belief, FDS MA Liberty Junction, LLC is a joint venture between FD Stonewater, a Virginia-based real estate development, investment, brokerage, and asset management firm, and CoJo Real Estate LLC (referred to in connection with the bid as “CoJo Partners”), a Massachusetts Limited Liability Corporation jointly owned by John Barros and Conan Harris. On information and belief, the “Liberty Junction Team” or “Liberty Junction” is the name used by Defendant FDS MA Liberty Junction, LLC in connection with its bid proposal.

#### **JURISDICTION AND VENUE**

5. The Court has jurisdiction over this action under M.G.L. c. 212, § 4.

6. The Court has personal jurisdiction over DCAMM pursuant to M.G.L. c. 233A, § 2 as a governmental body formed under the Commonwealth and having its principal place of business in the Commonwealth.

7. The Court has personal jurisdiction over Liberty Junction pursuant to M.G.L. c. 233A, § 3 as an entity transacting business in the Commonwealth and having an interest in, using, or possessing real property in the Commonwealth.

8. Venue is proper in Hampden County under M.G.L. c. 268A, § 7, M.G.L. c. 249, § 4, M.G.L. c. 223, § 1, and M.G.L. c. 231, § 1 because Plaintiffs maintain their usual place of business in Hampden County and a substantial part of the acts or omissions giving rise to the claims contained herein occurred in Hampden County.

## FACTUAL ALLEGATIONS

### **A. DCAMM's Professed Commitment to a Fair RFP Process That Complied With Conflict of Interest Rules**

9. In January 2025, the Massachusetts Trial Court proposed a large new acquisition project to the Massachusetts Asset Management Board (“AMB”). The purpose of this project was to acquire a leased space for a Regional Justice Center in Springfield, Massachusetts, 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.<sup>1</sup>

10. In January 2025, the AMB voted to approve the Massachusetts Trial Court’s proposal.<sup>2</sup> In its Project Proposal to the Asset Management Board dated January 21, 2025 (the “AMB Project Proposal”), DCAMM and the Trial Court described the SRJC as “an important initiative for the Massachusetts Trial Court and the Commonwealth” that would “fulfill both a functional need and a symbolic one for the Commonwealth,” “represent the ideals of restorative justice in a dignified, safe, and appropriate manner,” “engage with the civic fabric of Springfield for the benefit of users and the public alike,” and stand as “an important landmark for this Gateway City.”<sup>3</sup>

11. DCAMM represented in the AMB Project Proposal that the alternative acquisition process authorized under M.G.L. c. 7B, § 4 would save the Commonwealth an estimated

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<sup>1</sup> Massachusetts Trial Court, *Acquisition of Springfield Regional Justice Center Facility Lease for Massachusetts Trial Court*, Project Proposal to the Asset Management Board (Jan. 21, 2025), <https://www.mass.gov/doc/springfield-regional-justice-center-amb-project-proposal/download>; see also Matt Sottile, *Springfield courthouse employees asked to complete survey on medical history*, W. Mass. News (Mar. 10, 2023), <https://www.westernmassnews.com/2023/03/10/springfield-courthouse-employees-asked-complete-survey-medical-history/>.

<sup>2</sup> Div. of Cap. Asset Mgmt. & Maint., *Springfield Regional Justice Center Project*, Mass.gov (last visited July 7, 2026), <https://www.mass.gov/info-details/springfield-regional-justice-center-project>.

<sup>3</sup> Project Proposal, *supra* note 1, at 8.

\$153,835,383.64 in rent over the first ten years of the lease alone as compared to a traditional publicly financed construction procurement.<sup>4</sup>

12. At the AMB’s public meeting on January 21, 2025, at which the Project was authorized, DCAMM and the AMB expressly acknowledged that the integrity of the competitive selection process was a paramount concern.<sup>5</sup>

13. DCAMM reaffirmed those commitments throughout the procurement. On June 12, 2025, DCAMM issued a press release announcing that it had engaged Greystone Real Estate Advisory Group “to help ensure a highly robust, competitive, open, and fair procurement process in the developer search.”<sup>6</sup>

14. On June 24, 2025, DCAMM formally reported to the AMB that “[t]he AMB authorization requires DCAMM to seek to maximize competition in the public interest,” and that “DCAMM also heard from the public, stakeholders, and elected officials that maximizing competition was a top priority.”<sup>7</sup>

15. On or about June 30, 2025, DCAMM issued a Request for Proposals (DCAMM Bid No. BD-25-1019-DCP06-OOL01-118407) (the “RFP”), inviting proposals from parties interested in leasing space to the Commonwealth for use by the Massachusetts Trial Court.<sup>8</sup>

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<sup>4</sup> *Id.*

<sup>5</sup> Asset Mgmt. Bd., *Meeting Minutes* (Jan. 21, 2025) at 4-5, <https://www.mass.gov/doc/asset-management-board-meeting-minutes-january-21-2025/download>.

<sup>6</sup> Press Release, *Healey-Driscoll Administration Hires Advisor to Help Facilitate Major Springfield Courthouse Project* (June 12, 2025), <https://www.mass.gov/news/healey-driscoll-administration-hires-advisor-to-help-facilitate-major-springfield-courthouse-project>.

<sup>7</sup> Div. of Cap. Asset Mgmt. & Maint., *Springfield Regional Justice Center Update* (June 24, 2025) at 3, <https://www.mass.gov/doc/amb-springfield-presentation-june-24-2025/download>.

<sup>8</sup> Peter Woodford, *Bid Solicitation: BD-25-1019-DCP06-OOL01-118407*, CommBuys Operational Servs. Div. (last visited July 7, 2026), <https://www.commbuys.com/bsol/external/bidDetail.sda?docId=BD-25-1019-DCP06-OOL01-118407>.

16. DCAMM designed “th[e] RFP to provide for an open and competitive process for selecting leased space” and to “inform[] all potential proposers of: the Commonwealth’s space needs, the steps proposers must take to submit a proposal, the procedures followed and the criteria used by DCAMM ... to evaluate proposals and select the proposal most advantageous to the Commonwealth’s needs, [and] the Landlord’s Services and Landlord’s Improvements the Landlord must provide under the Lease.”<sup>9</sup>

17. The RFP provided that proposals could only be submitted by “eligible proposers” and required that eligible proposers have control rights over the proposed site(s).

18. The RFP provided that Lease Proposals must be substantially complete. “Proposals that contain material omissions will be deemed non-responsive if allowing missing information to be supplied after the opening of proposals would be prejudicial to fair competition.”

19. The RFP provided that “the DCAMM Office of Leasing and State Office Planning ... is the only authorized point of contact for the Commonwealth regarding this RFP and its subject matter. If a proposer or a proposer’s representative engages in unauthorized contact, the proposal may be deemed non-responsive.”

20. On or about August 29, 2025, DCAMM issued Addendum 5 to the RFP. In Addendum 5, the RFP was amended to incorporate the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, which governs conflicts of interest involving state employees.<sup>10</sup>

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<sup>9</sup> The RFP, and all RFP addendums and additional documentation, can be downloaded through links on the CommBuys website for the bid. *See supra* note 8.

<sup>10</sup> Addendum 5 can be downloaded through a link on the CommBuys website for the bid. *See supra* note 8.

21. Specifically, M.G.L. c. 268A, § 7 prohibits a state employee from having a direct or indirect financial interest in a contract made by a state agency, unless a statutory exception applies.

22. Addendum 5 also amended the RFP to incorporate M.G.L. c. 7B, § 4 and 810 CMR 2.02, which set forth the duties of the Asset Management Board (“AMB”), including obligations to protect against conflicts of interest and prevent unfair or windfall profits in connection with authorized projects. The Commissioner of DCAMM is one of five members of the AMB. In furtherance of their obligations to avoid the appearance of impropriety and preserve the integrity of the procurement process, DCAMM clarified in Addendum 5 that certain individuals and firms who had previously worked for DCAMM would be precluded from participating on a proposal development team.

23. Consistent with these requirements, on or about October 16, 2025, Plaintiffs each submitted one or more proposals to DCAMM in response to the RFP. Each of those proposals complied with the RFP’s requirements.

24. In addition, each Plaintiff took care to avoid conflicts of interest. For example, when DCAMM sent a letter to USPB several months after its proposal noting that a member of USPB’s development team, who was a former DCAMM employee, interacted with the Project Manager and Director of leasing during a social event held for current and former DCAMM employees, USPB removed that individual from the project.

***B. Liberty Junction’s Non-Compliant Proposal***

25. Liberty Junction submitted a proposal to DCAMM dated October 16, 2025 in response to the RFP, which, unlike Plaintiffs’ proposals, was inconsistent with the RFP. The “Proposer” on the proposal is listed as “The Liberty Junction Team,” an identifier that is not

expressly connected with any legal entity or group. The relationship between and among the “Co-Principals” identified in the Liberty Junction bid is not otherwise specified in the bid proposal.<sup>11</sup>

26. The Liberty Junction proposal failed to comply with the RFP terms in many respects, including:

- a. It identifies the Liberty Junction Team as the named proposer and FDS MA Liberty Junction, LLC as the landlord on the lease, but the proposal indicates that site rights implicated in the proposal are held by other corporate entities, including FD Stonewater and FDS MA Springfield Dwight, LLC.<sup>12</sup>
- b. It does not include any assignments of interests in those properties or contract rights to the named proposer or landlord and thus does not reflect that FDS MA Liberty Junction, LLC is an “eligible proposer” within the meaning of the RFP.<sup>13</sup>
- c. It includes a defective Ground Lease Option Agreement that fails to confer any formal rights to extend the option period to either FD Stonewater or Northeastern Investments. The Ground Lease Option Agreement provides that during the one-year option (which expired on May 9, 2026), Northeastern Investments will negotiate exclusively with FD Stonewater, and that FD Stonewater had the option and exclusive right to ground lease the property on terms of the Agreement. The Agreement however does not provide either party any formal right to extend the option period. The form of ground lease was not yet agreed upon between the parties and no evidence was provided that the form has been agreed upon.

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<sup>11</sup> See Liberty Junction Team, *Springfield Regional Justice Center Cost Proposal* (Oct. 16, 2025), <https://www.mass.gov/doc/springfield-regional-justice-center-liberty-junction-proposal/download>.

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

- d. It states that certain categories of information in the proposal, such as “Space Design Parameters,” are informational only and not actual commitments.<sup>14</sup>
- e. It contains an unresolved contradiction regarding real estate taxes. Specifically, the Lease Rider provides that Tenant will owe additional rent in an amount equivalent to the difference between the estimated and actual Operating Expenses and Real Estate Taxes, but Section 15 of the Northeastern Ground Lease Option explicitly provides that property taxes are the lessor’s sole responsibility.<sup>15</sup>

**C. *Liberty Junction’s Proposal Presents An Unmistakable Appearance Of Impropriety***

27. On information and belief, Liberty Junction is a joint venture between FD Stonewater, a Virginia-based real estate development, investment, brokerage, and asset management firm, and CoJo Partners, a Massachusetts Limited Liability Corporation jointly owned by John Barros and Conan Harris. Mr. Barros is named in the RFP response as a principal for Liberty Junction and on information and belief, remains so today. Mr. Harris, also named as a principal for Liberty Junction, is the husband of U.S. Representative Ayanna Pressley.

28. On or about January 9, 2026, approximately six weeks after Liberty Junction submitted its proposal and during DCAMM’s evaluation period, the MCCA Board unanimously voted to appoint Mr. Barros to serve a one-year term as its Interim Executive Director.<sup>16</sup>

29. MCCA is an independent public authority of the Commonwealth that owns and operates several public facilities throughout the state of Massachusetts, including the MassMutual

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<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> Press Release, *Massachusetts Convention Center Authority Board Appoints John Barros Interim Executive Director*, Mass. Convention Ctr. Auth. (Jan. 9, 2026), <https://www.massconvention.com/about-us/press-release/massachusetts-convention-center-authority-board-appoints-john-barros-interi>.

Center, which is located a short walk from several of the proposed courthouse sites (including 125 Liberty Street, the site of Liberty Junction’s proposed location for the SRJC).<sup>17</sup>

30. Under the Conflict of Interest Law, a “state employee” includes “a person performing services for ... a state agency, whether by election [or] appointment ... serving with or without compensation, on a full, regular, part-time ... or consultant basis[.]” M.G.L. c. 286A, § 1(q). The statute further defines a “state agency” to include “any independent state authority.” *Id.* § 1(p).

31. Pursuant to M.G.L. c. 268A, § 23(b)(3), no officer or state agency employee shall knowingly “act in a manner which would cause a reasonable person ... 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 ... act as a result of kinship, rank [or] position.” The State Ethics Commission has interpreted this appearance of conflicts provision to apply to all public employees.<sup>18</sup>

32. In an advisory opinion, the State Ethics Commission determined that “[t]he conflict of interest law allows public employees to act on matters, even if it creates the appearance of a conflict, if they openly admit all the facts surrounding the appearance of bias prior to any official action.”<sup>19</sup> However, on information and belief, no such public disclosures have been made by Mr. Barros since assuming his role as MCCA’s Interim Executive Officer.

33. As Interim Executive Director of MCCA, Mr. Barros is a state employee under the Conflict of Interest Laws and cannot participate in a bid for state contract without making disclosures to the State Ethics Commission under M.G.L. c. 268A, § 7. The Executive Office of

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<sup>17</sup> See generally MassMutual Center, *About Us* (last visited July 8, 2026), <https://www.massmutualcenter.com/about>.

<sup>18</sup> State Ethics Commission, *Advisory: Standards of Conduct* (Feb. 3, 2005), <https://www.mass.gov/advisory/05-01-standards-of-conduct>.

<sup>19</sup> *Id.*

Administration and Finance is the umbrella organization that houses DCAMM.<sup>20</sup> The Secretary of Administration and Finance, Matthew Gorzkowicz, serves as one of twelve board members on the MCCA.<sup>21</sup> On information and belief, as the Interim Executive Director of MCCA, Mr. Barros maintains regular contact with MCCA board members, including Secretary Gorzkowicz.

34. Mr. Barros's position is a prominent and influential public role within the Commonwealth. As the Interim Executive Director, Mr. Barros leads an influential agency whose board is primarily appointed by the Governor.<sup>22</sup> As Interim Executive Director, Mr. Barros will earn an annual salary of approximately \$300,000—among the highest salaries for state leaders—and oversee a staff of approximately 400 employees across the Commonwealth.<sup>23</sup>

35. On information and belief, the Liberty Junction proposal was not updated or supplemented either at the time of Mr. Barros's appointment or at any later point to reflect Mr. Barros's role with the MCCA.<sup>24</sup>

36. On information and belief, Mr. Barros did not disclose his participation in the bid to the State Ethics Commission. As of July 2, 2026 (when the SRJC announcement was made public), Mr. Barros's information does not, for example, appear on the Calendar Year 2026 Conflict of Interest Law Disclosures (or the same page for Calendar Year 2025), which is a list of conflict disclosures by public employees. Other members and affiliates of MCCA have made

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<sup>20</sup> Div. of Cap. Asset Mgmt. & Maint., *About our Organization*, Mass.gov (last visited July 6, 2026), <https://www.mass.gov/info-details/about-our-organization>.

<sup>21</sup> Mass. Convention Ctr. Auth., *Board Members* (last visited July 7, 2026), <https://www.massconvention.com/about-us/board-of-directors>

<sup>22</sup> Jon Chesto, *MCCA board taps John Barros to be Interim Executive Director*, Bos. Globe (Jan. 9, 2026), <https://www.bostonglobe.com/2026/01/09/business/john-barros-mcca-convention-center/>.

<sup>23</sup> *Id.*

<sup>24</sup> *See* Liberty Junction, *supra* note 11.

similar disclosures to the State Ethics Commission pursuant to M.G.L. c. 268A, § 7 in Calendar Years 2025 and 2026.<sup>25</sup>

**D. DCAMM Awards Liberty Junction the SRJC Project**

37. On information and belief, on July 1, 2026, DCAMM informed Liberty Junction that its bid had been selected. On July 2, 2026, DCAMM informed Plaintiffs that their bids had not been selected and that DCAMM selected another bidder for the project. That same day, DCAMM posted a Press Release on its official website stating that it had selected the Liberty Junction Team to construct the SRJC. The Press Release stated, “The Liberty Junction Team includes FD Stonewater ... and CoJo Partners.”<sup>26</sup>

38. Public reporting in the days following DCAMM’s announcement questioned the propriety of this selection based on Mr. Barros’s simultaneous roles as the Interim Executive Director of MCCA and as a principal in Liberty Junction.

- a. On July 2, 2026, the Boston Business Journal wrote, “The head of the Massachusetts Convention Center Authority is one of the developers behind a proposal selected by the state to build a new courthouse in Springfield. Liberty Junction is the team granted the bid by [DCAMM] ... [and] includes John Barros in his role as head of real estate developer CoJo Partners, along with Conan Harris

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<sup>25</sup> State Ethics Comm., *Calendar Year 2026 Conflict of Interest Law Disclosures*, Mass.gov (last visited July 7, 2026), <https://www.mass.gov/info-details/calendar-year-2026-conflict-of-interest-law-disclosures>; State Ethics Comm., *Calendar Year 2025 Conflict of Interest Law Disclosures*, Mass.gov (last visited July 7, 2026), <https://www.mass.gov/info-details/calendar-year-2025-conflict-of-interest-law-disclosures>.

<sup>26</sup> Div. of Cap. Asset Mgmt. & Maint., *Development Team Selected for New Roderick L. Ireland Regional Justice Center in Springfield*, Mass.gov (July 2, 2026), <https://www.mass.gov/news/development-team-selected-for-new-roderick-l-ireland-regional-justice-center-in-springfield>.

... Barros became executive director at the MCCA in January.... Barros did not respond to a request for comment.”<sup>27</sup>

- b. On July 6, 2026, State House News Service wrote, “A development team that includes Massachusetts Convention Center Authority Interim Executive Director John Barros has been selected to build Springfield’s new regional courthouse. ... Barros, who has led the MCCA on an interim basis since January and is expected to remain in that role through at least the end of the year, is a principal of Boston-based CoJo Partners, a minority-owned real estate development and investment firm that is part of the Liberty Junction team. ... Another partner of CoJo Partners is Conan Harris, the husband of U.S. Rep. Ayanna Pressley. ... The Liberty Junction proposal ... was selected after [Mr. Barros] became the authority’s interim executive director. Barros did not return a request for comment.”<sup>28</sup>

39. DCAMM’s decision was immediately met with disappointment by the Springfield community. Springfield Mayor Domenic J. Sarno explained that DCAMM’s decision is “going to hurt our residents and the business community.” “Once again,” Mayor Sarno continued, “Boston power brokers are telling the city of Springfield what to do. Local developers were shunned.”

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<sup>27</sup> Isabel Hart & Grant Welker, *Head of state convention authority wins state courthouse bid*, Bos. Bus. J. (July 2, 2026), <https://www.bizjournals.com/boston/news/2026/07/02/head-of-state-authority-wins-state-courthouse-bid.html>.; *see also* Jeanette DeForge, *State picks ‘cheapest’ site for new \$600M Springfield courthouse*, MassLive (July 2, 2026), <https://www.masslive.com/westernmass/2026/07/state-picks-cheapest-site-for-new-600m-springfield-courthouse.html> (“Liberty Junction includes FD Stonewater, based in Arlington, Virginia, which has extensive experience developing large-scale government facilities, and CoJo Partners, a Massachusetts minority-owned development firm.”).

<sup>28</sup> Sam Drysdale, *Barros part of team picked for Springfield courthouse redevelopment*, State House News Service (July 6, 2026), [https://www.statehousenews.com/news/judiciary/barros-part-of-team-picked-for-springfield-courthouse-redevelopment/article\\_1166bbf1-e886-41ec-a7d0-9f1d3a8167c6.html](https://www.statehousenews.com/news/judiciary/barros-part-of-team-picked-for-springfield-courthouse-redevelopment/article_1166bbf1-e886-41ec-a7d0-9f1d3a8167c6.html).

Springfield Chief Development Officer Tim Sheehan continued, “[T]he decision was made not to go local, but to go to Boston. That raises concerns from the city, as Springfield is local by nature. Now we have a site that is pretty limited and a Boston developer.”<sup>29</sup>

***E. Plaintiffs’ Public Records Requests***

40. On July 6, 2026, Plaintiffs, through counsel, submitted requests for public records under M.G.L. c. 66, § 10, directed to DCAMM, the MCCA, and the Massachusetts State Ethics Commission which were aimed at bringing the transparency and openness that DCAMM promised at the start of the RFP process.

41. The public records request to DCAMM seeks the following categories of documents or information:

- a. All records DCAMM relied on to find FDS MA Liberty Junction, LLC satisfied RFP § 3 at submission (Oct. 16, 2025) and at award (July 2, 2026); any assignment, extension, or exercise of the May 9, 2025 Northeastern Investments Ground Lease Option (125 Liberty Street) or the Baystate PSA (280 Chestnut Street); and any sworn beneficial-interest statement filed under G.L. c. 7C, § 38 (*Statement disclosing true owner or beneficial interest holder in real property leased or acquired by the Commonwealth*) for the proposer or its affiliates (FD Stonewater, LLC; FDS MA Springfield Dwight, LLC; CoJo Partners; CoJo Real Estate, LLC).

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<sup>29</sup> *Mayor Sarno & CDO Sheehan extremely disappointed that DCAMM’s New Springfield Courthouse is Not a Game-changing Project, Boston Developers chosen over Qualified Springfield Candidates*, City of Springfield, MA (July 2, 2026), [https://www.springfield-ma.gov/cos/news-story?tx\\_news\\_pi1%5Baction%5D=detail&tx\\_news\\_pi1%5Bcontroller%5D=News&tx\\_news\\_pi1%5Bnews%5D=17860&cHash=452ddbdb189dd53ac5316d46a9aad60](https://www.springfield-ma.gov/cos/news-story?tx_news_pi1%5Baction%5D=detail&tx_news_pi1%5Bcontroller%5D=News&tx_news_pi1%5Bnews%5D=17860&cHash=452ddbdb189dd53ac5316d46a9aad60); *see also* Ashley Shook & Sara Bien-Aime, *Location for new Springfield Regional Justice Center selected*, WWLP.com (July 2, 2026), <https://www.wwlp.com/news/local-news/hampden-county/location-for-new-springfield-regional-justice-center-selected/> (including video of Mayor Sarno’s press conference).

- b. Any Addendum 5 determination and any finding under G.L. c. 7B, § 4 (Standards of conduct and disclosure obligations of proposers) or 810 CMR 2.02 (Standards of Conduct Applicable to Persons Doing Business with the Commonwealth); the DCAMM Asset Management Board approval file; and the internal RFP review file, including transaction advisor work product.
- c. All scoring worksheets, evaluation memos, and normalization adjustments across responsive proposals; the identity, engagement, and work product of the “financial experts” referenced by Commissioner Baacke on July 2, 2026; and any records supporting the “\$48.5M annually / \$100M in savings” comparison.
- d. All records concerning Mr. Barros’s status as a listed principal of FDS MA Liberty Junction, LLC after his January 14, 2026 appointment as MCCA Interim Executive Director, including any recusal, waiver, or disclosure under G.L. c. 268A (*Conflict of Interest Law*); any advisory opinion; and all communications between Mr. Barros (personally, via MCCA, or via CoJo) and any DCAMM personnel from January 1, 2025 to date.
- e. DCAMM’s Rules of Contact log(s); all conflict-of-interest and recusal forms of DCAMM selection/evaluation committee members; all communications between DCAMM and the Liberty Junction team (FD Stonewater, FDS MA Liberty Junction, FDS MA Springfield Dwight, Suffolk Construction, CoJo Partners, Claiborne Williams, Richard Mann, John Barros, Conan Harris) from January 1, 2025 to date; all DCAMM–MCCA communications from January 14, 2026 to date; and any records reflecting DCAMM’s application of RFP § 4.3, G.L. c. 7B § 4(a)(i),

and 810 CMR 2.02(1) to the Liberty Junction team and to the USPB JV, LLC team with respect to Bruce Tebo.

42. The public records request to the MCCA seeks the following categories of documents or information:

- a. All records relating to Mr. Barros's appointment as Interim Executive Director, including the appointment letter, offer letter, employment agreement, onboarding materials, and any outside-activity or beneficial-interest disclosures Mr. Barros made to MCCA or to the MCCA Board of Directors, whether under MCCA's internal policies or otherwise.
- b. All written disclosures filed by Mr. Barros with MCCA as his appointing authority under G.L. c. 268A (*Conflict of Interest Law*), including any § 6 disclosure and appointing-authority determination (*financial interest in a particular matter*), any § 23(b)(3) disclosure (*appearance of conflict*), and any gift or exemption disclosures under 930 CMR 5.00 or 6.00, together with any responsive appointing-authority determination, waiver, or written response. Under 930 CMR 3.02(1), such disclosures are public records; under 930 CMR 3.02(3)(a), redacted versions must be maintained as public records even where the underlying disclosure contains confidential information.
- c. Any recusal statement, waiver, or State Ethics Commission advisory opinion issued to or received by MCCA concerning Mr. Barros's continuing role as a listed principal of FDS MA Liberty Junction, LLC, or his interests in FD Stonewater, LLC, FDS MA Springfield Dwight, LLC, CoJo Partners, or CoJo Real Estate, LLC.

- d. Mr. Barros’s MCCA calendar, meeting invitations, and public-records-request log from January 14, 2026 to the date of this request; any expense reports, travel records, and outside-employment/board-service certifications; and any records reflecting MCCA's response to media inquiries concerning Mr. Barros, CoJo Partners, or the RFP.
  - e. All communications between any MCCA personnel and any DCAMM personnel (including Commissioner Adam Baacke, Peter Woodford, and any DCAMM Board member or selection/evaluation committee member) from January 1, 2025 to the date of this request, on any topic.
  - f. All communications between Mr. Barros—personally, in his MCCA capacity, via CoJo Partners or CoJo Real Estate, LLC, or via any personal email address or phone number—and (i) any DCAMM personnel, (ii) any principal, employee, or representative of the Liberty Junction team (FD Stonewater, LLC; FDS MA Liberty Junction, LLC; FDS MA Springfield Dwight, LLC; Suffolk Construction; Claiborne Williams; Richard Mann; Conan Harris), or (iii) the Washington, D.C. or Boston congressional offices of U.S. Rep. Ayanna Pressley (or Rep. Pressley personally), from January 1, 2025 to the date of this request.
43. The public records requests to the Massachusetts State Ethics Commission seek the following categories of documents or information:
- a. Any SFI filed for 2025 by John Barros, Interim Director of the Massachusetts Convention Center Authority (meaning it was filed in 2026, but covered financial interests in 2025)

- b. Any disclosure, filing, or written determination concerning Mr. Barros under G.L. c. 268A and c. 268B (*Conflict of Interest Law*), including any § 23(b)(3) appearance disclosure and any § 6 appointing-authority determination.
  - c. Any formal advisory opinion under G.L. c. 268B, § 3(g), or non-confidential guidance or communications related to Mr. Barros, MCCA, DCAMM, or counsel on their behalf, concerning Mr. Barros's interests in the Springfield Regional Justice Center Project, FDS MA Liberty Junction, LLC; FD Stonewater, LLC; FDS MA Springfield Dwight, LLC; CoJo Partners; CoJo Real Estate, LLC, or any other relevant entity.
  - d. All non-investigative communications between Commission personnel and DCAMM or MCCA concerning Mr. Barros or the Springfield Regional Justice Center Project.
44. Pursuant to M.G.L. c. 66, § 10, the above-referenced agencies must respond to Plaintiffs' public records request within ten business days.

**COUNT I**  
**(Violation of M.G.L. c. 268A)**  
***Against DCAMM***

45. Plaintiffs repeat and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.
46. In Addendum 5, the RFP was amended to incorporate Conflict of Interest Laws under M.G.L. c. 268A.
47. M.G.L. c. 268A § 7 prohibits state employees from possessing a direct or indirect financial interest in contracts made by state agencies, absent applicable exceptions.

48. M.G.L. c. 268A, § 23(b)(3) prohibits state agency employees from engaging in conduct that creates a reasonable appearance of a conflict of interest. The State Ethics Commission has interpreted this statute to apply to all public employees.

49. The RFP, as amended through Addendum 5, recognizes DCAMM's obligation to ensure that projects it authorizes do not result in conflict of interest or windfall profits to any individual or groups of individuals.

50. On information and belief, The Liberty Junction Team submitted a bid in response to the RFP on or around October 16, 2025, with Mr. Barros named as a principal.

51. On or about January 9, 2026, the MCCA board unanimously elected Mr. Barros to serve as MCCA's interim Chief Executive Officer for a one-year term. MCCA is an independent public authority of the Commonwealth that owns and operates several public facilities.

52. After his appointment as Interim Director of MCCA, Mr. Barros's information does not appear on the Calendar Year 2026 Conflict of Interest Law Disclosures.

53. Plaintiffs have submitted a public records request to access any disclosures submitted by Mr. Barros to DCAMM after his appointment to a public body that owns and operates public real estate.

54. As a result of Mr. Barros's unwaivable conflict, DCAMM violated M.G.L. c. 268A, § 7 in the procurement process.

**COUNT II**  
**(Certiorari under M.G.L. c. 249, § 4)**  
***Against DCAMM***

55. Plaintiffs repeat and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

56. In awarding the lease to Liberty Junction, DCAMM and its members failed to follow their own statutory and procedural obligations, including requirements designed to prevent unfair and windfall profits and conflicts of interest.

57. In awarding the lease to Liberty Junction, DCAMM and its members violated provisions of the RFP; exceeded contractual, legal, and equitable authority; pursued unlawful procedures in an arbitrary and capricious manner; and abused their discretion.

58. Liberty Junction's proposal failed to comply with the RFP provisions in many respects inducing:

- a. It identifies that site rights are held by other corporate entities other than the proposer.
- b. It does not include any assignment of interest in those properties or contract rights to the named proposer or landlord, thus contravening the RFP's definition of "eligible proposer."
- c. It includes a defective Ground Lease Option Agreement between FD Stonewater and Northeastern Investments that fails to confer any formal rights to extend the option period to either party.
- d. It identifies that certain categories of information are informational only.
- e. It contains unresolved contradiction regarding real estate taxes.

59. M.G.L. c. 249 § 4 provides a remedy to correct errors in agency proceedings, including the contract-award process at issue here.

60. Plaintiffs have no reasonable means to appeal this decision as the Attorney General's Office lacks jurisdiction to adjudicate disputes concerning contract compliance.

61. As a result of DCAMM's actions, Plaintiffs have suffered and will continue to suffer irreparable harm.

62. The irreparable harm includes loss of existing leases and related options, expected work and profit for Plaintiffs, and loss of the opportunity to develop the SRJC. Plaintiffs also suffer a reputational injury as future DCAMM proposers. Plaintiffs cannot be made whole through money damages given the sovereign immunity limits on damages against DCAMM.

63. Plaintiffs have satisfied all the conditions precedent for the issuance of certiorari under the circumstances.

**COUNT III**  
**(Declaratory Judgment under M.G.L. c. 231A § 1)**  
***Against DCAMM and FDS MA Liberty Junction, LLC***

64. Plaintiffs repeat and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

65. In awarding the lease to Liberty Junction, DCAMM and its members failed to comply with both contractual obligations set forth in the RFP and applicable statutory requirements, including those designed to prevent conflicts of interest and ensure fairness in the procurement process.

66. In awarding the lease to Liberty Junction, DCAMM and its members violated provisions of the RFP; exceeded contractual, legal, and equitable authority; pursued unlawful procedures in an arbitrary and capricious manner; and abused their discretion.

67. Plaintiffs seek a declaration by this Court in accordance with M.G.L. c. 231A that Liberty Junction is disqualified from the project because of undisclosed conflicts of interest by Mr. Barros, a named principal in the selected proposal.

68. As such, there is an actual controversy between the parties.

69. Plaintiffs have satisfied all the conditions precedent for the issuance of a declaratory judgment under the circumstances.

**COUNT IV**  
**(Injunctive Relief)**  
***Against DCAMM***

70. Plaintiffs repeat and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

71. As set forth above, Plaintiffs are likely to succeed on the merits of their claims for Conflict of Interest Law violations, certiorari relief, and declaratory judgment.

72. The equities weigh in favor of granting injunctive relief, including the balance parties' interests, the public's interest in ensuring a fair and equitable procurement process, and maintaining the status quo prior to a forty-year lease being signed.

73. Plaintiffs are entitled to temporary, preliminary, and permanent injunctive relief by enjoining DCAMM from executing the lease with Liberty Junction. Alternatively, insofar as DCAMM and Liberty Junction have executed the lease, Plaintiffs are entitled to injunctive relief in the form of an order declaring the said lease void *ab initio*.

**PRAYER FOR RELIEF**

Wherefore, Plaintiffs USPB and Tower Square respectfully request:

1. A declaration that DCAMM violated the Conflict of Interest Law;
2. A declaration that DCAMM materially breached the RFP;
3. A declaration that DCAMM violated contractual, legal and equitable requirements regarding fairness in the procurement process;
4. A declaration that Liberty Junction has failed to satisfy the requirements of the RFP and is therefore ineligible for award;

5. An order to vacate and set aside the lease award to Liberty Junction, whether the lease has been executed or not; or, in the alternative, to remand the matter to DCAMM for further action consistent with the Court's instructions;

6. Such other and further relief as this Court deems just.

Dated: July 9, 2026

Respectfully submitted,

USPB JV, LLC and SPRINGFIELD TOWER  
SQUARE, LLC  
By their attorneys,

/s/ Felicia H. Ellsworth

John J. Butts (BBO# 643201)  
Felicia H. Ellsworth (BBO# 665232)  
Jacob Tuttle Newman (BBO# 712110)  
WILMER CUTLER PICKERING  
HALE AND DORR LLP  
60 State Street  
Boston, MA 02109  
Tel: (617) 526-6000  
John.Butts@wilmerhale.com  
Felicia.Ellsworth@wilmerhale.com  
Jacob.TuttleNewman@wilmerhale.com