

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
BUSINESS LITIGATION SESSION

MASSACHUSETTS PORT AUTHORITY,
Plaintiff,

v.

TURO INC., RMG DEVELOPMENT GROUP,
LLC, AND JOHN DOE DEFENDANTS 1-
100,
Defendants.

Civil Action No. _____

19-1773

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE

2019 JUN - 3 P 4: 00

SUFFOLK SUPERIOR COURT
CIVIL CLERK'S OFFICE

VERIFIED COMPLAINT

INTRODUCTION

1. The plaintiff, the Massachusetts Port Authority ("Massport"), brings this action against the defendants Turo, Inc. ("Turo"), RMG Development Group LLC ("RMG"), and John Does 1-100 ("John Doe Defendants") for (1) violation of 740 CMR 21.04(1)(b) and 740 CMR 23.08(1)(b), (2) trespass, (3) aiding and abetting trespass, (4) unjust enrichment, and (5) declaratory judgment, based upon the defendants' unauthorized operation of rental car businesses at Logan International Airport ("Logan"). Massport regulates all commercial activity at Logan, and requires all rental car companies operating at Logan to enter into a Rental Car Agreement in order to, among other priorities, ensure the safety of those operations, minimize congestion on airport roadways and terminal curbsides, recoup the costs of providing the infrastructure making such businesses possible, and ensure rental car companies' payment of applicable fees and taxes. Despite multiple notices, Turo has refused to enter into a Rental Car Agreement with Massport or receive any other form of authorization from Massport for it, RMG or John Doe Defendants to operate at Logan. In addition to the revenues lost as a result of this

refusal, Turo's expanding operations at Logan cause congestion on Logan's roadways and curbs, where Turo arranges for pickup and delivery of vehicles, cause safety risks from that increased congestion, and result in an unfair competitive advantage for defendants over rental car businesses duly authorized by Massport to operate at Logan.

THE PARTIES

2. Massport is a body politic and corporate, created by St. 1956, c. 465, as amended, with its principal place of business at One Harborside Drive, East Boston, Massachusetts.

Massport owns and operates Logan.

3. Turo is a corporation organized under the laws of Delaware with a principal place of business at 667 Mission Street, 4th Floor, San Francisco, California.

4. RMG is a corporation organized under the laws of Texas with a principal place of business at 250 Kendall Street, Apt. 510, Cambridge, Massachusetts.

5. Upon information and belief, John Doe Defendants 1-100 are individuals and/or companies that use Turo's online platform to rent vehicles to customers at Logan. Although the identities of all the John Doe Defendants are currently unknown, it is expected that their names will be ascertained during discovery, at which time Massport may seek leave of this Court to add those individuals' and/or companies' actual names to the Complaint as defendants.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to G.L. c. 212, § 4.

7. This Court has personal jurisdiction over Turo pursuant to G.L. c. 223A, § 3, by virtue of Turo's transaction of business within the Commonwealth of Massachusetts, and use of real property in the Commonwealth, specifically at Logan.

8. This Court has personal jurisdiction over RMG pursuant to G.L. c. 223A, §§ 2 and 3, by virtue of RMG's principal place of business in Cambridge, Massachusetts, and by virtue of RMG's transaction of business within the Commonwealth, and use of real property in the Commonwealth, specifically at Logan.

9. This Court has personal jurisdiction over the John Doe Defendants, by virtue of the John Doe Defendants' transaction of business within the Commonwealth, and by virtue of the John Doe Defendants' use of real property in the Commonwealth, specifically at Logan.

10. Venue in this Court is proper under G.L. c. 214, § 5 and G.L. c. 223, § 1.

FACTS

Background

11. Massport was created pursuant to its Enabling Act. St. 1956, c. 465. The Enabling Act transferred to Massport title to Logan and specifically provides that "the possession of the airport properties [including Logan] shall be transferred to the Authority and there shall be vested in the Authority the control, operation and maintenance of the airport properties and all rents, tolls, charges and revenues pertaining thereto." St. 1956, c. 465, § 5.

12. The Enabling Act also authorizes Massport to "fix and revise from time to time and charge and collect tolls, rates, fees, rentals and other charges for the use of [Logan]," St. 1956, c. 465, § 3(i), and "to establish rules and regulations for the use of [Logan]." *Id.* at § 3(g).

13. Massport's regulations, promulgated pursuant to § 3(g) of the Enabling Act, provide that "[n]o person, unless duly authorized by the Executive Director, shall in or upon any area of the Airport, including but not limited to any lobby, sidewalk, stairway, roadway, [or] Airport highway . . . [c]arry on any commercial activity or conduct operations of a commercial nature." 740 CMR 21.04(1)(b). In addition, "No Operator or Driver shall solicit or transact car

rental business at Logan Airport except as authorized pursuant to a current and valid agreement specifically permitting such activities.” 740 CMR 23.08(1)(b).

14. Massport is required by federal law to maintain a fee and rental structure that makes Logan as financially self-sustaining as possible. *See* 49 U.S.C. § 47101(a)(13); Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7696, 7720 (February 16, 1999).

15. Under its statutory and regulatory authority, and in fulfillment of its federal obligations, Massport requires all businesses operating at Logan to obtain authorization to do so, typically in the form of an operating agreement. This ensures a mechanism for Massport to collect fees from these businesses and to ensure safe and orderly operations at its facilities.

16. All rental car companies operating at Logan, whether based on or off-airport, are required to enter into Rental Car Agreements. These agreements require both on and off-airport rental car companies to conduct operations out of the Rental Car Center (“RCC”) and to utilize Massport’s Common Area Transit System (“CATS”) to transport passengers to and from the terminals. Massport developed the RCC and CATS, in part, to reduce traffic and curbside congestion at Logan and to reduce air emissions from vehicles and buses on Logan’s roadways. Rental car companies are not permitted to transact business on Logan roadways, terminal curbsides, or elsewhere at Logan other than the RCC.

17. Under the Rental Car Agreements, Massport requires rental car companies that operate out of the RCC to pay Concession Fees and CATS Fees. Under separate leases or subleases for space in the RCC, Massport also requires rental car companies that operate out of the RCC to pay Customer Facility Charges (used to pay the bonds for the RCC) and rent. Off-airport rental car companies do not enter into leases or subleases for space in the RCC, but their

shuttle buses are required to pick up and discharge customers at the RCC, and they are required to pay Massport Concession Fees for airport rentals, RCC Facility Access Charges, and the CATS Fees designed to recover that share of Massport's costs of providing the RCC and CATS allocable to off-airport rental car companies.

18. Rental Car Agreements also impose various requirements on rental car companies operating at Logan, including: (a) minimum quality of service standards for vehicles and personnel; (b) security requirements; (c) indemnity obligations to Massport and minimum insurance levels for general liability, automobile liability, and workers' compensation policies; (d) requirements regarding disadvantaged business enterprises; and (e) payment of applicable taxes and fees. With respect to insurance requirements, Massport is required to be listed as an additional insured on rental car companies' insurance policies.

19. Massport's Rental Car Agreements ensure fair competition, on a level playing field, among the rental car companies doing business at Logan.

20. Thirteen rental car companies currently operate out of the RCC. Twelve of those companies have entered into a Rental Car Agreement and an RCC lease with Massport or a sublease. One off-airport rental car company does not have a lease or sublease for space in the RCC, but has entered into a Rental Car Agreement with Massport and brings its customers to the RCC, where they then transfer to the CATS for transportation to the terminals. Under its agreements with these rental car companies, Massport generates more than \$80 million in revenue annually, which is used to pay the capital and operating costs of Logan's facilities, including the RCC, the CATS and Logan's roadways.

21. For example, for fiscal year 2018, Massport collected more than \$33 million in Customer Facility Charges (assessed at a rate of \$6.00 per rental car transaction day), and

approximately \$34 million in Concession Fees from rental car companies (calculated as 10% of each rental car company's gross revenues), approximately \$8 million in rent for the RCC (assessed at various square footage rates for various areas of the RCC), and more than \$7 million in CATS fees (at \$5.73 per rental car transaction).

22. Rental car companies are also subject to a number of taxes and fees, including a surcharge of \$10 for each rental car transaction to support the Massachusetts Convention Center Authority. In calendar year 2018, that surcharge, based on 1,290,894 transactions, totaled nearly \$13 million. In addition, rental car companies are also assessed a municipal fee of \$0.60 per transaction for the City of Boston, totaling approximately \$775,000 in calendar year 2018, and a Municipal Police Training Fee in the amount of \$2.00/transaction, which went into effect on January 1, 2019, and which is expected to generate nearly \$2.6 million in calendar year 2019.

23. The Rental Car Agreement for off-airport rental car companies requires those companies to pay Massport a 10% Concession Fee on gross revenues from airport rentals, as well as the CATS Fee (at \$5.73 per airport rental transaction) and a Facility Access Charge in the amount of \$2.50 per airport rental transaction.

24. Logan passenger traffic has grown enormously in the past five years. In 2013 there were approximately 30 million passengers departing and arriving at Logan. In 2018 that number increased to nearly 41 million. In terms of passenger volume, Logan is currently the 16th busiest airport in the country.

25. Roadway and terminal curbside congestion have also grown enormously over the past several years. By way of example, average daily traffic at the Terminal A departures roadway has increased nearly 30% from 2015 through 2018, from 6,251 daily vehicles on

average in 2015 to 8,078 daily vehicles on average in 2018. This congestion on Logan's roadways and curbsides has caused significant delays and safety risks.

Turo's Business Model

26. Turo is a web-based rental car company that allows individuals and businesses to list cars for rent that users can pick up at various locations throughout the country.

27. Although Turo does not own any of the cars available for rent on its website, it is heavily involved in the rental process and provides a number of services to both car owners and car renters.

28. Turo posts rental car listings on its website and mobile applications, allows customers to search for specific cars based on location and other filters, provides owners of vehicles advertised on its website with \$1 million in liability insurance for their vehicles, and collects payment for rentals.

29. In addition to offering liability insurance for each rental car, Turo imposes "rigorous eligibility standards" for vehicles available to rent, provides 24/7 roadside service and emergency support to customers, and screens prospective renters before allowing them to rent vehicles.

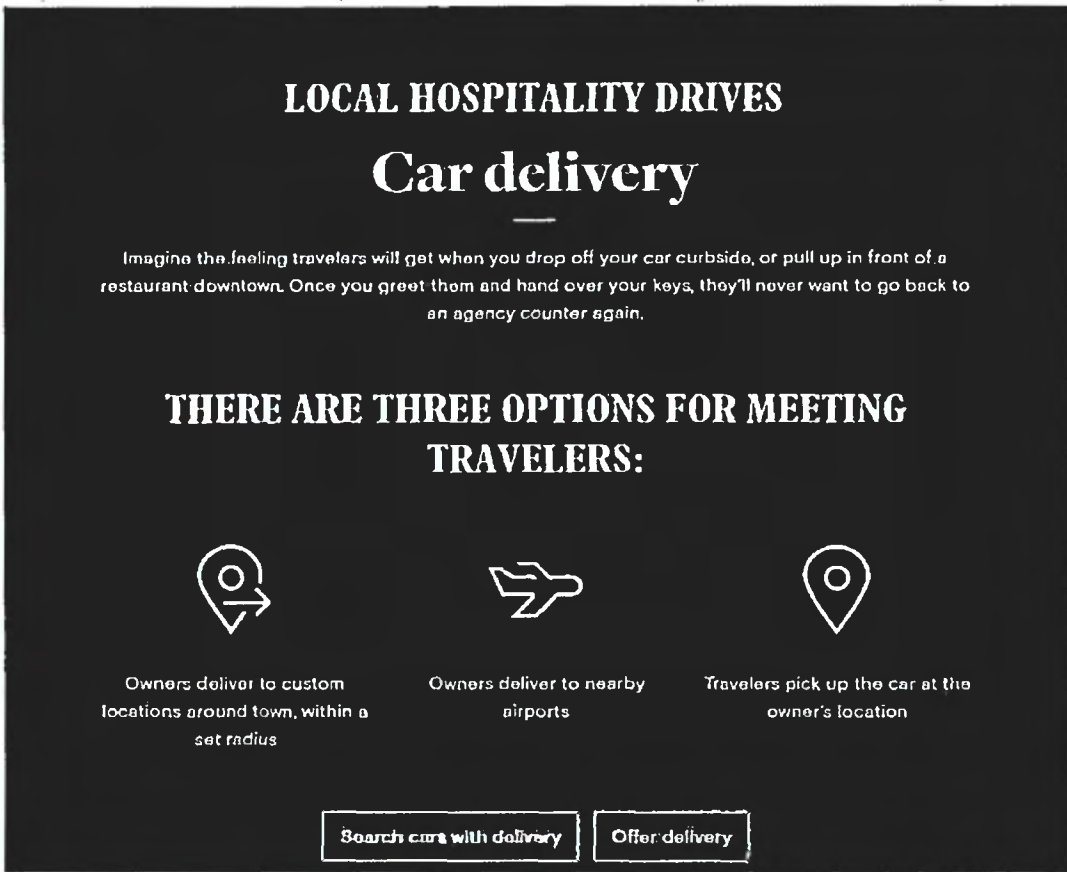
30. Turo also provides professional photographers to take free photographs of the vehicles available for rent, and sets the rental price for each car "based on market value, location, time of year, and other data sets."

31. Turo imposes a number of standardized policies on all rentals, including a cancellation policy, a cleaning policy, an additional usage (*i.e.*, late return) policy, a security deposit policy, a smoking policy, a pet policy, a privacy policy, and a standard terms of service.

32. In exchange for its services, Turo collects payment from its customers, retains a portion of that payment, and then remits the remainder to the vehicle owner.

Turo's Operations at Logan and Other Airports

33. Turo provides three options for drivers to meet customers: (1) "Owners deliver to custom locations around town, within a set radius"; (2) "Owners deliver to nearby airports"; or (3) "Travelers pick up the car at the owner's location." The following screenshot is taken from Turo's website:



34. In addition to encouraging car owners to make their cars available at airports, Turo touts the fact that many of the cars available for rent on its website can be picked up at airports, including Logan. When searching for vehicles available for pick up at Logan, Turo's

website advertises that users can “[s]kip the rental counter.” The following screenshot is taken from Turo’s website:



35. On its website, under its airport delivery option, Turo encourages users to pick up cars curbside at an airport terminal, at an airport parking lot, at a Turo valet lot (which Logan does not have) or at some other location identified by the vehicle owner. The following screenshot is taken from Turo’s website:

DELIVERY OPTIONS

Airport

- **Curbside** - The host will meet you at the airport terminal.
- **Parking lot** - You can pick up and return the car at an airport lot.
- **Valet** - Only available near SFO and LAX. Click [here](#) to learn more.
- **Other arrangements** - Hosts know their local airports best and may have an easier way to coordinate pickups and drop offs. The host will share delivery details once your trip is booked.

36. Turo has a page dedicated to airports, titled “Alternatives to Airport car rental.” Logan is listed as one of Turo’s “Top Airports” on that page.

37. Turo consistently advertises more than 200 vehicles available to rent from Logan.

The following screenshot is taken from Turo's website:

The screenshot displays the Turo website interface for a search in Boston. At the top, it shows the location 'BOS — Boston Logan International Airport, Boston, MA' and the rental dates 'May 31, 10:00 AM - Jun 7, 10:00 AM'. Below this, four car listings are shown in a grid:

- PORSCHE BOXSTER 2013**: \$159/day, 5-star rating, 69 trips, All-Star Host, FREE DELIVERY.
- AUDI S5 2014**: \$116/day, 5-star rating, 161 trips, All-Star Host, FREE DELIVERY, BUSINESS CLASS.
- LEXUS ES 350 2009**: \$42/day, 5-star rating, 2 trips.
- ACURA RX 350 2013**: \$58/day, 5-star rating, 35 trips, All-Star Host.

A 'Filters' button is visible between the bottom two listings.

38. Turo typically imposes a surcharge of between \$40 and \$120 for airport pick up.

RMG's and John Doe Defendants' Operations Through Turo

39. Although Turo markets itself as a "peer-to-peer" car rental service, many of the vehicles available for rent on Turo's platform from Logan are from rental car companies, including from RMG, which specializes in renting out luxury vehicles.

40. On Turo's website, RMG lists 14 separate vehicles available to rent, all of which may be picked up curbside at Logan. The following screenshots are taken from Turo's website:

TURO Enter city, airport or address List your car Learn more Log in Sign up

5.0 ★

RMG CARS BOSTON
 Boston, MA
 1,562 trips • Joined Jul 2015

RMG Cars Boston is an All-Star Host
 All-Star Hosts are the top-rated, most experienced hosts on Turo.
 Learn more

VERIFIED INFO

Approved to drive

Email address

Phone number

LANGUAGES
 English, Spanish, German, French, Italian

WORKS
 www.RMGCarsBoston.com

HOST STATS

Response rate 99%

Response time 4 minutes

Share this Turo profile.

ABOUT RMG CARS BOSTON

At RMG Signature Cars, we strive to deliver the highest quality vehicles and service in the industry. Our service operates as a business to ensure a standardized, reliable platform that you can trust while offering the price competitiveness of the car-sharing model. By incorporating an atmosphere of respect and integrity throughout our staff, we have managed to remain a highly rated service year after year. The award-winning automated self-check-in technology that we use has proven to provide the highest levels of satisfaction and flexibility to our customers. Our vehicles are premium grade quality and receive meticulous inspection and maintenance by certified dealer facilities.

The following vehicles are currently offered at our Boston location.

LAUNCH EDITION #453 - ALFA ROMEO 4C
 JAGUAR F-TYPE SI (Red/Black)
 MASERATI GHIBLI SQ4 (Black/Red)
 MASERATI GHIBLI SQ4 (Blue/Black)
 MASERATI GHIBLI SQ4 (Black/Brown)
 PORSCHE CAYMAN (Special Edition)
 PORSCHE BOXSTER (Special Edition)
 PORSCHE CAYENNE GTS
 PORSCHE CAYENNE PLATINUM
 PORSCHE PANAMERA 4
 PORSCHE MACAN S
 MERCEDES C CLASS COUPE
 RANGE ROVER EVOQUE
 AUDI S5 (Supercharged!)

Less



THE CAR **JAGUAR F-TYPE 2016**

★★★★★ • 49 trips

20 MPG

Gas (Premium)

2 doors

2 seats

HOSTED BY



RMG Cars Boston • A2-Star Host
1562 trips • Joined Jul 2015
5.0 ★ Typically responds in 4 minutes

All-Star Hosts like RMG Cars Boston are the top-rated, most experienced hosts on Turo.

DESCRIPTION

- 10 Minutes from Logan Airport
- TOP Rated Power Host
- 100% Commitment Rate
- VIP Check-In Process.
- Included Garage Parking for your car

[More](#)

BUSINESS CLASS

This host caters to business travelers.

FEATURES

- Automatic transmission
- GPS

\$209 per day

Trip start

05/31/2019 10:00 AM

Trip end

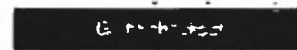
06/08/2019 10:00 AM

Pickup & return location

BOS - Boston Logan Interna...

Weekly discount savings \$94

You saved 7%



You won't be charged yet

Distance included 500 mi
\$0.95/mi fee for additional miles driven

INSURANCE PROVIDED VIA

Liberty Mutual

41. RMG offers exclusively luxury vehicles for rent, including an Alfa Romeo 4C, 6 different Porsche models, a Jaguar F-Type S, and three Maseratis.

42. RMG's vehicles are typically available for Airport pickup for an \$85 surcharge, although the surcharge may be waived for longer-term rentals.

43. On its website, www.RMGCars.com, RMG describes itself as an apartment and car rental company. RMG's "Car Rentals" page consists of a list of its vehicles available for rent through Turo.

44. Based on Turo's website, it appears that the other John Doe Defendants also offer a variety of vehicles for rent, and take advantage of the Turo website and Turo's services to customers in the same manner as RMG.

Massport's Attempts to Regulate Turo

45. Turo began operating at Logan at 2013 under its previous name, RelayRides. As of July 2013, it offered only about 30 vehicles for pick up at Logan. *See* Katie Johnston, *Car Rental Options at Logan Expand; Debate Likely to Grow*, Boston Globe, July 4, 2013, available at <https://www.bostonglobe.com/business/2013/07/03/another-car-sharing-company-lands-logan-airport/qxH3gSQpPGgg5QajZKVctL/story.html>.

46. On April 7, 2016, Massport sent Turo a letter notifying Turo that, since Turo had not yet entered into an agreement with Massport, it was "currently not in compliance with [Massport's] regulations regarding any such business activity at [Logan]." Massport informed Turo that it was required to execute a Rental Car Agreement, and requested a meeting with Turo's local support team to better understand Turo's business model. A true copy of Massport's April 7, 2016 letter is attached hereto as Exhibit A.

47. On April 12, 2016, Michelle Peacock, Turo's Vice President, Head of Government Relations, responded to Massport's letter, stating that Turo was not operating a rental car business at Logan and therefore that Turo "will not be applying for a permit." A true copy of Turo's April 12, 2016 letter is attached hereto as Exhibit B.

48. On April 26, 2016, Massport sent a Cease & Desist Notice to Turo stating that, as long as Turo refused to execute an agreement with Massport, “Turo may not undertake any vehicle rental activity at [Logan], including advertising the availability of any such vehicles at [Logan].” A true copy of Massport’s April 26, 2016 letter is attached hereto as Exhibit C. Turo did not comply with that notice.

49. From 2013 to 2018, the number of vehicles available for rent at Logan on Turo’s website grew substantially. Turo now offers, on average, more than 200 vehicles to rent from Logan on a daily basis. Turo drivers have been observed leaving cars at Logan, both curbside at the terminals and in airport parking lots.

50. On May 14, 2018, Massport sent a second Cease & Desist notice to Turo. Turo did not respond to this second notice. A true copy of Massport’s May 14, 2018 letter is attached hereto as Exhibit D.

51. To date, Turo has refused to enter into any sort of agreement with Massport concerning its commercial operations at Logan. In particular, Turo has failed to enter into a Rental Car Agreement with Massport to conduct its on-airport business in accordance with Massport’s requirements, or a lease with Massport to use the RCC, to pay Massport any Customer Facility Fees, Concession Fees, CATS Fees, or Facility Access Charges, to provide assurances to Massport concerning a minimum standard of service or insurance coverage for its operations, or to assure Massport that it is paying applicable taxes and fees for its business.

52. On information and belief, Turo has failed to pay applicable state and local taxes and fees, including the \$10.00 per transaction Convention Center Fee, the \$0.60 per transaction fee to the City of Boston, or the \$2.00 per transaction Municipal Police Training Fee.

53. As Turo's operations have grown, so have the negative impacts to Logan. For example, customers dropping off and picking up cars curbside have contributed to increased congestion on Logan's roadways and at the terminals.

54. Other rental car companies that operate at Logan under a Rental Car Agreement have also been adversely affected by Turo's, RMG's and the John Doe Defendants' ongoing, unpermitted operations. Each of the car rental companies lawfully operating at Logan is required to abide by all the provisions of the Rental Car Agreement, including the requirement that all rental car businesses operate out of the RCC and use the CATS, and the requirement to pay the fees and taxes for the privilege of operating at Logan that, to date, Turo has ignored. Thus, Turo, RMG and the John Doe Defendants are operating at a significant advantage relative to their competition. The defendants do not pay the fees and charges assessed to their competitors, and they offer their customers pickup at terminal curbsides, parking lots or other locations which their competitors are unable to access.

COUNT I
(Violation of Massport Regulations – All Defendants)

55. Massport adopts by reference the allegations in ¶¶ 1-54, above.

56. Massport regulations prohibit Turo, RMG, and the John Doe Defendants from carrying on any commercial activity at Logan "unless duly authorized by the Executive Director." 740 CMR 21.04(1).

57. Massport regulations also prohibit the solicitation or transaction of any "car rental business at Logan Airport except as authorized pursuant to a current and valid agreement specifically permitting such activities." 740 CMR 23.08(1)(b).

58. Despite multiple notices, Turo has not obtained authorization to operate at Logan, and has failed to respond to Massport's most recent demand that it cease commercial operations at Logan.

59. Neither Turo, RMG, nor the John Doe Defendants have been authorized to carry on a car rental business or any commercial activity at Logan.

60. Massport has suffered, and continues to suffer, harm as a result of the defendants' violation of 740 CMR 21.04(1)(b) and 740 CMR 23.08(1)(b) through lost revenue, inability to control curb and roadway congestion, and diminished ability to ensure the safety of those travelling on its roadways by, for example, ensuring that the vehicles rented by Turo, RMG and the John Doe Defendants meet specified standards or that the defendants have adequate insurance coverage for their business activities.

61. The defendants' violation of 740 CMR 21 and 740 CMR 23.08(1)(b) also harms the general public, as well as the rental car companies operating lawfully at Logan. Turo's refusal to pay any fees to Massport, or the surcharge for the Convention Center, the City of Boston, or the Municipal Police Training Fee, as well as Turo's failure to abide by various operating rules, such as use of the CATS, has given it an unfair competitive advantage over other rental car companies operating at Logan. Moreover, Turo's disregard for the requirements that apply to all other rental car companies increases delay and congestion at the terminal curbs and Logan's roadways, and poses risks to passengers travelling at or through Logan.

COUNT II
(Trespass – All Defendants)

62. Massport adopts by reference the allegations in ¶¶ 1-61, above.

63. Massport is in possession of the roadways, terminal curbs and other spaces at Logan used by Turo, RMG, and the John Doe Defendants.

64. Turo, RMG, and the John Doe Defendants have not received authorization to conduct any commercial activity at Logan.

65. Massport has demanded that Turo cease and desist its conduct of advertising vehicles available to rent from Logan, and of facilitating rentals by RMG and the John Doe Defendants.

66. Despite these demands, Turo, RMG, and the John Doe Defendants continue to trespass on Massport's property.

67. As a result of the defendants' trespass, Massport has suffered monetary and non-monetary damages.

**COUNT III
(Aiding and Abetting Trespass – Turo)**

68. Massport adopts by reference the allegations in ¶¶ 1-67, above.

69. RMG and the John Doe Defendants are committing the tort of trespass by conducting their car rental businesses at Logan without authorization from Massport.

70. Turo, at all material times, was and is aware of the prohibitions against unauthorized car rental businesses at Logan, and was and is aware that RMG and the John Doe Defendants are committing the tort of trespass at Logan.

71. Turo, by creating and operating its website, and by facilitating the rental of vehicles owned by RMG and the John Doe Defendants, is actively participating in or substantially assisting in the commission of the tort of trespass by RMG and the John Doe Defendants.

72. Turo has benefitted financially from the commission of the tort of trespass by RMG and the John Doe Defendants.

73. As a result of Turo's actions in aiding and abetting trespass by RMG and the John Doe Defendants, Massport has suffered monetary and non-monetary damages.

COUNT IV
(Unjust Enrichment – All Defendants)

74. Massport adopts by reference the allegations in ¶¶ 1-73, above.

75. Turo, RMG, and the John Doe Defendants trespass at Logan, or aid and abet trespass in order to conduct commercial activity there.

76. Those who rent a car from Turo's website pay Turo, and Turo then remits a portion of that payment to the vehicle owners.

77. Turo advertises to renters that they can pick up their rental cars at Logan, and imposes an additional charge for them to do so.

78. Neither Turo, nor RMG, nor the John Doe Defendants pay to Massport the Customer Facility Fee for the RCC, the Concession Fee, the CATS Fee or the RCC Facility Access Charge. Nor do they pay the surcharge for the Convention Center, the City of Boston tax, or the Municipal Police Training Fee. In addition to depriving Massport, the Convention Center, the City of Boston, and the Municipal Police Training Fund of revenue, this puts Turo, RMG, and the John Doe Defendants at an unfair competitive advantage relative to other car rental services operating at Logan.

79. Turo, RMG, and the John Doe Defendants have been unjustly enriched by their trespass or aiding and abetting trespass at Logan in violation of Massport's rights, and by their refusal to pay applicable fees and abide by applicable rules.

80. As a result of the defendants' trespass or aiding and abetting trespass at Logan, Turo, RMG, and the John Doe Defendants have been unjustly enriched, and the defendants are required to disgorge to Massport all profits earned by their unlawful conduct.

COUNT V
(Declaratory Judgment – All Defendants)

81. Massport adopts by reference the allegations in ¶¶ 1-80, above.

82. Pursuant to G.L. c. 231A, § 1 *et seq.*, an actual controversy has arisen between Massport, Turo, RMG, and the John Doe Defendants concerning the defendants' violation of 740 CMR 21.04(1)(b), 740 CMR 23.08(1)(b), their trespass on Massport property, and Turo's aiding and abetting of trespass on Massport's property.

83. Massport is entitled to a declaration that Turo, RMG, and the John Doe Defendants are operating car rental businesses at Logan in violation of 740 CMR 21.04(1)(b) and 740 CMR 23.08(1)(b), that this operation constitutes a trespass on Massport's property, and that Turo has aided and abetted trespass on Massport's property.

PRAYERS FOR RELIEF

WHEREFORE, Massport requests that this Court:

1. declare that Turo, RMG and the John Doe Defendants are in violation of 740 CMR 21.04(1)(b) and 740 CMR 23.08(1)(b), and are trespassing on Massport's property at Logan, and that Turo is aiding and abetting the trespass of RMG and the John Doe Defendants at Logan;
2. enter preliminary and permanent injunctions ordering Turo, RMG, and the John Doe Defendants to immediately cease and desist from any commercial operations at Logan without first obtaining due authorization from Massport;
3. award damages to Massport for violations of 740 CMR 21.04(1)(b) and 740 CMR 23.08(1)(b), trespass, aiding and abetting trespass, and unjust enrichment; and

4. grant such other relief to Massport as the Court deems just and proper.

MASSACHUSETTS PORT AUTHORITY,

By its attorneys,



David S. Mackey (BBO #542277)
dmackey@andersonkreiger.com
Christina S. Marshall (BBO #688348)
cmarshall@andersonkreiger.com
Paul M. Kominers (BBO #703581)
pkominers@andersonkreiger.com
ANDERSON & KREIGER LLP
50 Milk, 21st Floor
Boston, MA 02109
617-621-6500

Dated: June 3, 2019

VERIFICATION

I, Salvatore Amico, the Aviation Business General Manager at the Massachusetts Port Authority, hereby say and depose that I have read the foregoing Verified Complaint and hereby verify that the factual allegations set forth therein are true and correct to the best of my knowledge, information, and belief. Allegations which are not based on my personal knowledge are based upon information and documents provided to me.



Salvatore Amico

Dated: May **31** 2019