

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

RYANAIR DAC,

*Plaintiff,*

v.

BOOKING.COM B.V.,

*Defendant, and Counterclaim  
Plaintiff.*

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Civil Action No. 20-1191-WCB

**VERDICT FORM**

**SECTION 1: RYANAIR'S CLAIMS UNDER THE COMPUTER FRAUD AND ABUSE ACT**

**Part A: Civil Loss**

1. Did Ryanair prove by a preponderance of the evidence that Booking.com's violation of the CFAA caused Loss to Ryanair totaling at least \$5,000 during a one-year period?

Yes  No

*If your answer to that question is "no," do not answer the remaining questions in Section 1.*

*If your answer to that question questions is "yes," proceed to Section 1, Part B, below.*

**Part B: Accessing a Protected Computer Without Authorization**

1. Did Ryanair prove by a preponderance of the evidence that Booking.com intentionally directed, encouraged, or induced Etraveli to access the myRyanair portion of Ryanair's website without authorization?

Yes  No

*If your answer to that question is "no," do not answer the next two questions and proceed to Section 1, Part C, below.*

*If your answer to that question is "yes," please answer the following questions:*

2. Did Ryanair prove by a preponderance of the evidence that Etraveli recklessly caused Damage to a protected computer by way of such access to the myRyanair portion of Ryanair's website without authorization?

Yes  No

3. Did Ryanair prove by a preponderance of the evidence that Etraveli caused both Damage to a protected computer and Loss by way of such access to the myRyanair portion of Ryanair's website without authorization?

Yes  No

**Part C: Accessing a Protected Computer with Intent to Defraud**

1. Did Ryanair prove by a preponderance of the evidence that Booking.com knowingly and with an intent to defraud, directed, encouraged, or induced a third party to access the myRyanair portion of Ryanair's website without authorization and by means of such conduct furthered the intended fraud and obtained something of value for Booking.com?

Yes  No

*If your answer to that question is "no," do not answer the next two questions and proceed to Section 1, Part D, below.*

*If your answer to that question is "yes," please answer Question 2 below:*

2. Was the object of the fraud and the thing of value obtained by Booking.com only the use of the myRyanair portion of Ryanair's website?

Yes  No

*If your answer to Question 2 is "no," proceed to the Section 1, Part D, below.*

*If your answer to Question 2 is "yes," please answer Question 3, below:*

3. Did Ryanair prove by a preponderance of the evidence that the value of the use of the myRyanair portion of Ryanair's website was \$5,000 or more in a one-year period?

Yes  No

**Part D: Conspiring to Violate the Computer Fraud and Abuse Act**

1. Did Ryanair prove by a preponderance of the evidence that Booking.com entered into a conspiracy with Etraveli to intentionally access the myRyanair portion of Ryanair's website in violation of the Computer Fraud and Abuse Act?

Yes  No

**Part E: Computer Fraud and Abuse Act Loss**

Did Ryanair prove by a preponderance of the evidence that it suffered actual economic harm caused by Booking.com violating the Computer Fraud and Abuse Act and, if yes, state the amount.

Yes  No

\$ 5000.-

*Proceed to Section 2, below.*

**SECTION 2: BOOKING.COM'S COUNTERCLAIMS AGAINST RYANAIR**

**Part A: Defamation**

1. Did Booking.com prove by a preponderance of the evidence that Ryanair defamed Booking.com?

\_\_\_ Yes  No

*If you answered yes to Question 1 above, proceed to Question 2 immediately below. If you answered no, proceed to Part B, below.*

2. Did Ryanair prove by a preponderance of the evidence that the defamatory communications about Booking.com were true or substantially true?

\_\_\_ Yes \_\_\_ No

**Part B: Unfair Competition**

1. Did Booking.com prove by a preponderance of the evidence each of the elements of its unfair competition claim against Ryanair?

\_\_\_ Yes  No

**Part C: Tortious Interference with Business Relations**

1. Did Booking.com prove by a preponderance of the evidence each of the elements of its tortious interference with business relations claim against Ryanair?

\_\_\_ Yes  No

**Part D: Deceptive Trade Practices**

1. Did Booking.com prove by a preponderance of the evidence each of the elements of its claim against Ryanair under the Delaware Deceptive Trade Practices Act?

\_\_\_ Yes  No

**Part E: Nominal Damages**

1. If you checked yes for any of Parts A through D, please enter nominal damages below in the amount of one dollar.

\$ 0

**Part F: Punitive Damages**

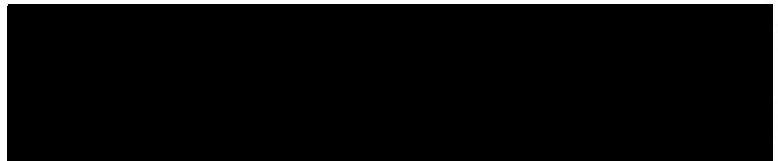
1. If you answered "Yes" to any of the Questions in Section 2 above, what amount of punitive damages, if any, do you award to Booking.com against Ryanair?

\$ 0

**UNANIMOUS VERDICT**

*Upon reaching a unanimous verdict on each question above, the foreperson shall sign below.*

We, the jury, unanimously agree to the answers to the above questions and return them as our verdict in this case.



Foreperson