

EXHIBIT F



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July 6, 2021

Michael C. Wilson, Esq.
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Re: Asserted Violation of Southwest.com Terms and Conditions

Dear Mr. Wilson,

Our firm is outside litigation counsel to Skiplagged.com and we have been asked to respond to your letter of July 1, 2021, addressed to Aktarer Zaman (the "Letter"). Please direct future communications with respect to the issues in the Letter to the undersigned.

As Skiplagged previously informed you, it does not access Southwest.com nor use Southwest's API to obtain information about Southwest Airlines. Accordingly, the Letter's fundamental premise – that Skiplagged is subject to the Southwest terms and conditions – is false. Skiplagged has not agreed to the Southwest terms and conditions and is not subject to them. It is beyond dispute that Southwest routing information is widely available through multiple public-facing sources, which undermines the Letter's suggestion that Skiplagged is republishing confidential information. Skiplagged is not aware of any unlawful activity in the collection of Southwest routing information that is republished on Skiplagged.com.

Nor does Skiplagged misrepresent anything. Nothing on Skiplagged.com represents the "actual" prices that Southwest charges for direct-to-consumer sale of tickets and, as your letter implicitly admits, Skiplagged.com does not sell tickets through Southwest.com.

Finally, while Skiplagged is open to a negotiated solution, your Letter threatens litigation against Skiplagged in Texas over the false assertions that, among other things, Skiplagged is in breach of the Southwest terms and conditions and that Skiplagged violated Federal law. As you probably know from the United case, Skiplagged is not subject to Texas jurisdiction and never agreed to resolve disputes with Southwest in Texas. Accordingly, given your Letter's litigation threat, Skiplagged has commenced a declaratory judgment action in the Southern District of New York, which properly has jurisdiction over this dispute. A courtesy copy of that complaint follows this letter.

Sincerely,

Irwin B. Schwartz



Encl.

conditions, Skiplagged's provision of information related to Southwest flights and airfares does not breach any obligation or induce anyone else to breach an obligation to Southwest, nor does Skiplagged misrepresent anything with respect to the airfare prices published on Skiplagged.com. Accordingly, by this action, Skiplagged seeks a declaration that it is not bound by the Southwest.com terms and conditions, is not liable to Southwest for tortious interference or for inducing others to breach Southwest's terms and conditions and that it has not violated Federal law.

THE PARTIES

3. Skiplagged, Inc. is a Delaware corporation with a principal place of business located at 41 E 11th St, 9th floor, New York, NY, 10003. Skiplagged is an on-line provider of travel information, including airfares, but does not directly sell airline tickets, but rather directs users to other sites to complete purchases for which Skiplagged is paid commissions.

4. Southwest Airlines, Co. is a Texas corporation with its principal place of business located at 2702 Love Field Drive, Dallas, Texas 75235. Southwest is a low-cost airline, principally serving domestic routes, and is an e-commerce vendor of its tickets through Southwest.com.

JURISDICTION AND VENUE

5. Diversity jurisdiction exists pursuant to 28 U.S.C. § 1332. The amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.

6. Venue in the Southern District of New York is proper pursuant to 28 U.S.C. § 1391 because Skiplagged is located in this District and a substantial part of the events or omissions on which the claims asserted herein occurred in this District,

including threatening communications by Southwest to Skiplagged in this District. In addition, upon information and belief, Southwest is subject to this Court's general jurisdiction due to Southwest's extensive activities in New York.

GENERAL ALLEGATIONS

7. Skiplagged.com is an internet search tool that allows users to find competitive rates for airfare and hotels.

8. Upon information and belief, Southwest is a low-cost airline that operates primarily in the United States, including numerous routes into and out of New York state.

9. On June 8, 2021, and again on June 18, 2021, Southwest wrote to Skiplagged in New York, alleging, among other things, that Skiplagged was unlawfully "web scraping" data from Southwest.com and from Southwest's application programming interface ("API") and reproducing data on Skiplagged's website without permission from Southwest purportedly in violation of Southwest's terms and conditions that purportedly apply to visitors to Southwest.com. In addition, Southwest demanded that Skiplagged remove the Southwest "heart logo" from Skiplagged.com and cease publishing "hidden-city" ticketing information.

10. On June 21, 2021, Skiplagged advised Southwest in writing that Skiplagged did not "scrape" any data from Southwest.com or obtain data from Southwest's application programming interface, had ceased displaying any "heart logo" for Southwest flights, and did not sell "hidden-city" flights on Southwest airlines.

11. On July 1, 2021, Southwest wrote again to Skiplagged in New York alleging that:

a. Skiplagged was violating Southwest terms and conditions by publishing Southwest airfares and web-linking to other travel sites that were purportedly not authorized by Southwest to publish or sell tickets on Southwest flights;

b. Skiplagged was inducing Kiwi.com to breach Southwest's website terms by directing traffic to Kiwi.com where Southwest fares are displayed and sold, thereby tortiously interfering with Southwest's terms and conditions;

c. Skiplagged was aiding and abetting breach of Southwest's terms and conditions; and

d. Skiplagged was in violation of 49 U.S.C. § 41712(a) through "unfair or deceptive practice or an unfair method of competition in air transportation or the sale of air transportation".

12. Skiplagged does not access Southwest.com or use the Southwest API to obtain data published on Skiplagged.com and is not bound by the Southwest terms and conditions.

13. By providing free information to website visitors, including links and routing to third party travel sites, Skiplagged does not interfere with any contractual relationship between Southwest and anyone, nor does Skiplagged induce anyone to breach any agreement with Southwest.

14. Skiplagged does not directly sell tickets for Southwest flights on Skiplagged.com, but instead directs purchasers to sellers to complete their ticketing requirements.

COUNT I
Declaratory Judgment

15. Skiplagged repeats, realleges, and incorporates by reference as though fully set forth herein each and every allegation contained in Paragraphs 1 through 14 of this Complaint.

16. As set forth above, an actual controversy exists between Skiplagged and Southwest.

17. A court order will resolve the conflict between Skiplagged and Southwest.

JURY DEMAND

Skiplagged demands a jury trial of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Skiplagged requests that the Court enter an Order:

- A. Entering the following declaratory judgment:
1. Skiplagged is not bound by the Southwest terms and conditions;
 2. Skiplagged has not tortiously interfered with Southwest's contractual relations;
 3. Skiplagged has not induced others to breach their obligations, if any, to Southwest; and
 4. Skiplagged has not violated 49 U.S.C. § 41712(a).
- B. Awarding any such other and further relief as the Court deems proper.

Dated: July 2, 2021

Respectfully Submitted,

Skiplagged, Inc.

By its attorney,

/s/Irwin B. Schwartz

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