

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 12-12654
Non-Argument Calendar

D.C. Docket No. 2:11-cv-03420-LSC

WILLIAM J. BAXLEY, etc.,

Plaintiff,

CHARLES S. GRIMSLEY, individually and on
behalf of a class of persons similarly situated with
him, being members of the Southwest Airlines
frequent flier program who have been issued
“1 drink coupons” without expiration dates, and
persons otherwise lawfully issued,

Plaintiff-Appellant,

versus

SOUTHWEST AIRLINES CO., INCORPORATED,

Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Alabama

(October 4, 2012)

Before TJOFLAT, HILL and KRAVITCH, Circuit Judges:

PER CURIAM:

Appellant Charles Grimsley, individually, and on behalf of a class of similarly situated persons, sued Southwest Airlines Co., Inc. (Southwest), for breach of contract arising from Southwest's refusal to honor "1 drink coupons" without expiration dates. Grimsley contends that he earned the coupons because he was a member of Southwest's Rapid Rewards Program. Southwest filed a motion to dismiss Grimsley's complaint, which was granted by the district court.

We have reviewed the record on appeal, the briefs and the arguments of counsel. Finding no error, we affirm the judgment of the district court.

AFFIRMED.