

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 20-10449
Non-Argument Calendar

D.C. Docket No. 9:18-cv-80633-RKA

MARGARET SCHULTZ,
individually and on behalf of all others similarly situated,

Plaintiff-Appellant,

versus

AMERICAN AIRLINES, INC.,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Florida

(August 9, 2021)

Before WILLIAM PRYOR, Chief Judge, WILSON and ROSENBAUM, Circuit
Judges.

PER CURIAM:

Margaret Schultz appeals the summary judgment in favor of American
Airlines, Inc. Schultz sued American for breach of contract for failing to complete

an online transaction for an airline ticket significantly cheaper than the ticket she bought. We affirm.

Schultz argues that the district court erred in ruling that the record contradicted her story and that no contract existed, but we need not address those arguments because we can affirm on the third alternative ground stated by the district court. Before we will reverse a “judgment that is based on multiple, independent grounds, an appellant must convince us that every stated ground for the judgment against him is incorrect.” *Sapuppo v. Allstate Floridian Ins. Co.*, 739 F.3d 678, 680 (11th Cir. 2014). If the “appellant fails to challenge properly on appeal one of the grounds on which the district court based its judgment, he is deemed to have abandoned any challenge of that ground” *Id.* The district court ruled that any contract that American created with Schultz due to a malfunction on the airline website would be set aside under the doctrine of unilateral mistake. *See Deprince v. Starboard Cruise Servs.*, 271 So. 3d 11, 20 (Fla. Dist. Ct. App. 2018). Because Schultz failed to challenge that alternative ruling in her initial brief, “it follows that the [summary judgment in favor of American Airlines] is due to be affirmed.” *Sapuppo*, 739 F.3d at 680.

AFFIRMED.