

[DO NOT PUBLISH]

CORRECTED OPINION

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 11-12149
Non-Argument Calendar

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT DECEMBER 19, 2011 JOHN LEY CLERK
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D. C. Docket No. 1:09-cv-02046-VEH

CLAUDIA SMITH, LACRYSTA SCOTT,
et al.,

Plaintiffs-Appellants,

versus

WESTERN SIZZLIN CORPORATION,
INVESTORS MANAGEMENT, LLC,
d.b.a. Western Sizzlin Oxford,

Defendants-Appellees.

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

(December 19, 2011)

Before DUBINA, Chief Judge, MARCUS and MARTIN, Circuit Judges.

PER CURIAM:

This is an appeal from a district court's grant of summary judgment in favor of defendants on all of plaintiffs' claims except the breach of contract claim regarding unfinished meals brought by certain plaintiffs. The breach of contract claim was tried to the district court without a jury, after which the court issued a memorandum decision and final judgment in favor of certain plaintiffs. An appeal followed.

In their amended complaint, the plaintiffs asserted claims for breach of contract, race discrimination in violation of 42 U.S.C. § 1981, intentional infliction of emotional distress, negligent supervision and negligent training, and false imprisonment. In addition, all of the plaintiffs, except Keaton Williams, asserted a claim of libel. Plaintiff, DeVion Smith, asserted a claim of disability discrimination under 42 U.S.C. § 12101.

Under Federal Rule of Civil Procedure 56(a), summary judgment is proper "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). We review the district court's order granting summary judgment *de novo*, drawing all inferences in the light most favorable to the non-moving party. *Owens v. J.C. Sys., Inc.*, 629 F.3d 1263, 1270 (11th Cir. 2011).

After reviewing the record and reading the parties' briefs, we affirm the district court's grant of summary judgment based on its thorough and well-reasoned memorandum opinion filed on October 28, 2010.

Concerning the breach of contract claim regarding the unfinished meals that arose from the baby shower at the Western Sizzlin in Oxford, Alabama, we affirm the district court's final judgment entered in favor of certain plaintiffs based on the court's findings of fact and conclusions of law contained in its well-reasoned memorandum decision filed on April 13, 2011.

AFFIRMED.