

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

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No. 12-12654  
Non-Argument Calendar

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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.

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

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(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.