

JURISDICTION

3. This Court has jurisdiction over the parties because the amount in controversy exceeds Seventy Five Thousand (\$75,000.00) Dollars, exclusive of interest and costs, and because the named Plaintiff is a resident citizen of Alabama, while the Defendant is a corporation existing and organized under the laws of the State of Texas, with its principal place of business in the State of Texas. 28 U.S.C., §1332 confers diversity jurisdiction over this controversy and these parties upon this court under these circumstances.

VENUE

4. Venue appropriately lies in the Southern Division of the Northern District of Alabama because the key acts and omissions complained of herein occurred on a flight for which the named Plaintiff purchased a ticket from Defendant in this division and district, the "Southwest Airlines Drink Coupon" No. 5788269 described herein was dishonored by Defendant's flight attendants on a flight taken by the named Plaintiff originating in this division and district, and because the contract upon which this action is premised was accepted by the name Plaintiff via U.S. Mail delivered to him, at the behest of Defendant, in this division and district.

ALLEGATIONS OF FACT

5. On or about September 2, 2011, Plaintiff boarded Southwest Airlines Flight 2536 from Birmingham, Alabama to New Orleans, Louisiana, and presented to his flight attendant the attached coupon No. 5788269 for one beer, wine, mixed or specialty non-alcoholic drink as specified upon its face and in keeping with the contractual terms it evidences. The front and back of this coupon appears as Exhibit A to this complaint; it bears no expiration date.

6. Upon presentation of the aforementioned coupon, Defendant's flight attendant advised Plaintiff that the coupon was dishonored "because, as of August 31, 2011, the Company decided

to quit honoring these coupons.”

7. Exhibit A provides, upon its reverse side:

This coupon has no cash value. Coupon is void if altered, sold, purchased, brokered, or bartered. Nonexchangeable for other goods or services. Southwest Airlines reserves the right to discontinue its drink coupon program at any time.

8. No provision of the Southwest Airlines Rapid Rewards Program, and no provision of the terms of its drink coupon program, allows Defendant to revoke a “Southwest Airlines Drink Coupon: after its issuance and delivery to delivery to Plaintiff, or to any other member of its Rapid Rewards Program, and no provision of the Southwest Airlines Rapid Rewards Program allows Defendant to revoke a “Southwest Airlines Drink Coupon” after its acceptance by the named Plaintiff, or after its acceptance by any other member of the Southwest Airlines Rapid Rewards Program, or any other party to whom it issues or delivers a “Southwest Airlines Drink Coupon.”

CLASS ALLEGATIONS

9. Defendant has issued hundreds of thousands of “Southwest Airlines” drink coupons to thousands of members of its Southwest Airlines Rapid Rewards Program, throughout the United States, that are identical but for their numerical identifier to the drink coupon tendered by the named Plaintiff on Southwest Airlines Flight Number 2536 on September 2, 2011, and dishonored by Defendant as described by Paragraph 5 of this complaint.

10. The named Plaintiff brings this action on behalf of himself and all members of a class composed of all members of its Southwest Airlines Rapid Rewards Program, and all other persons issued its “Southwest Airlines Drink Coupons,” that reside in the United States and that have been issued unredeemed Southwest Airlines Drink Coupons identical or similar to Exhibit

A.

11. The named Plaintiff makes the following allegations and averments with regard to the propriety of maintaining this action as a class action:

A. That the class is so numerous that joinder of all members is impractical;

B. That there are questions of law and questions of fact common to the class, such as the appropriateness of Defendant's decision to dishonor Southwest Airlines Drink Coupons that are identical, but for numerical identifiers, to Exhibit A, after their delivery to and/or acceptance by members of the class.

C. That Plaintiff's claim is typical of the claims of the class.

D. That in his representative capacity, Plaintiff will fairly and adequately protect the interests of the class.

E. That the prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of conduct for Defendant.

F. That Defendant has acted or refused to act on grounds legally applicable to the entire class, thereby making appropriate final injunctive and declaratory relief with respect to the class as a whole.

G. That questions of law and facts common to the members of the class predominate over any questions affecting individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

H. That Defendant, by its actions as aforesaid, has uniformly breached these contracts with the named Plaintiff and with all members of the class he seeks to represent by unilaterally dishonoring its Rapid Rewards Program's "Southwest Airlines Drink Coupons" in violation of

their express terms.

I. The contractual issues presented here are predominant as to all other issues, and apply to each member of the class identically, thereby warranting certification of a nationwide class for which this Court's legal analysis and judicial determination is authorized and compelled by Rule 23, Federal Rules of Civil Procedure. Moreover, the "Southwest Airlines Drink Coupon" contractual issues presented here, including claims for specific performance filed on behalf of the named Plaintiff and the class, are uniform in all states.

COUNT ONE - BREACH OF CONTRACT

12. The drink coupon appearing as Exhibit A, issued to Plaintiff, and exact or similar coupons issued to all members of the class (these coupons are collectively referred to hereinafter as "the contracts") were and are inducements for Plaintiff and members of the class to remain members of the Southwest Airlines Rapid Rewards Program, and were and are additional inducements for the named Plaintiff and members of the class to fly with Defendant at considerable expense to destinations it serves throughout the United States, enjoying free libations while doing so.

13. The contracts have been accepted, and remain accepted, by the named Plaintiff and by all members of the class since their receipt through the U.S. Mail, and their acceptance was and is an element of a valuable consideration exchanged by and between the Defendant and the named Plaintiff and all members of the class her seeks to represent, to induce the named Plaintiff and members of the class to remain members of the Southwest Airlines Rapid Rewards Program, and purchase from Defendant tickets to destinations it serves within the United States.

14. Defendant breached the contracts by unilaterally deciding, as of August 31, 2011, to

no longer honor them, and by subsequently doing so in a manner that uniformly affects the named Plaintiff and all members of the class.

15. Defendant has failed and refused to provide Plaintiff, or any member of the class, commercially reasonable, adequate or effective notice of any intention to discontinue its “Southwest Airlines Drink Coupon” contracts and, had Defendant done so, any such discontinuance would only allow it, under the terms of the contracts, to cease issuing and delivering additional “Southwest Airlines Drink Coupons.”

16. As a proximate consequence of Defendant’s breach, Plaintiff and each member of the class he seeks to represent have suffered a loss of the value of each “Southwest Airlines Drink Coupon” contract, and each has suffered this loss uniformly.

17. Because the contracts specify that they have “no cash value,” Plaintiff and each member of the class he seeks to represent are entitled, under the laws of all fifty states, to relief in the form of specific performance of the “Southwest Airlines Drink Coupons” here in issue.

COUNT TWO – FEDERAL DECLARATORY JUDGMENT ACTION

18. The names Plaintiff re-alleges and incorporates by reference each of the allegations of fact and law stated in paragraphs 1 through 17 of this complaint.

19. Defendant’s unilateral dishonor of the “Southwest Airlines Drink Coupon” contracts entitles the parties to a declaratory judgment, entered pursuant to 28 U.S.C. § 2201, et seq., due to an actual controversy within the Court’s jurisdiction existing between them, and the filing of an appropriate pleading – this complaint – seeking a declaration of the rights and other legal relations by and between the named Plaintiff, all members of the class and Defendant arising from breach of the contracts.

20. Pursuant to 28 U.S.C., § 2202, the named Plaintiff and all members of the class he

seeks to represent and respectfully demand a declaration that Defendant has not only breached the contracts in issue by its unilateral decision to dishonor them, but also further relief in the form of an order requiring Defendant to specifically perform the contracts in issue.

RELIEF SOUGHT

21. Wherefore, premises considered, the named Plaintiff, on behalf of himself and all members of the class he seeks to represent, seeks and respectfully demands the following relief against Defendant:

A. That the Court enter an order pursuant to Rule 23(b)(2), Federal Rules of Civil Procedure, allowing this cause to be maintained as a class action, and further, that the Court enter such other Orders as may be necessary and proper to assure an appropriate class definition and certification.

B. That the Court enter an order, after a hearing upon the merits of all claims, requiring that Defendant specifically perform all its obligations arising from the contracts, and requiring that Defendant notify all members of the class, by such reasonable means as the Court deems proper, that its unilateral decision to dishonor the "Southwest Airlines Drink Coupons" here in issue is withdrawn and held for naught.

C. That the Court enter an order affording Plaintiff, and the class he seeks to represent, such other, further, and different relief as he and the class he seeks to represent may be entitled, including an appropriate assurance, in the form of such equitable and injunctive relief as the Court shall proper, that Defendant shall specifically perform the contracts.

D. That the Court enter an order that any and all "Southwest Airlines Drink Coupons" lost or discarded as a proximate consequence of Defendant's breach be replaced by Defendant.

E. That the named Plaintiff's counsel be awarded reasonable attorneys fees, consistent

with principles of equity jurisprudence and applicable federal laws, or their provision of professional services to the class he seeks to represent.

F. That the Court enter such further, different, equitable and supplemental relief at it shall determine the named Plaintiff and the Class he seeks to represent are entitled.

Respectfully submitted,

BAXLEY, DILLARD, DAUPHIN,
McKNIGHT & JAMES

s/Joel E. Dillard

Joel E. Dillard

s/Donald R. James

Donald R. James, Jr.

Serve Defendant by Certified Mail:
Southwestern Airlines Co., Incorporated
c/o Prentice Hall Corporation System, Registered Agent
150 South Perry Street
Montgomery, Alabama 36104