

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA, TAMPA DIVISION

Worldwide Aircraft Services, Inc. d/b/a Jet ICU v. Cigna Health and
Life Insurance Company

Worldwide Aircraft Services · No. 8:25-cv-2393-TPB-TGW · Decided January 29, 2026

SUMMARY

The United States District Court for the Middle District of Florida denied Worldwide Aircraft Services, Inc. d/b/a Jet ICU’s petition to vacate a No Surprises Act independent dispute resolution arbitration award selecting Cigna’s offer of \$0. The court held that the petitioner failed to plead the grounds for vacatur with particularity and failed to show fraud, bias, misconduct, or that the arbitrator exceeded its authority under the Federal Arbitration Act. The court directed entry of judgment for Cigna and closure of the case.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Tampa Division
WRITING FOR THE COURT	Thomas P. Barber
JURISDICTION	United States District Court for the Middle District of Florida, Tampa Division
DECIDED	January 29, 2026
DOCKET	8:25-cv-2393-TPB-TGW
DISPOSITION	other
PROCEDURAL POSTURE	Petition to vacate an arbitration award under the Federal Arbitration Act arising from the No Surprises Act Independent Dispute Resolution process.
STANDARD OF REVIEW	Judicial review of an arbitration award is narrowly limited. Under the Federal Arbitration Act, an award is presumed confirmable and may be vacated only on the exclusive grounds identified in 9 U.S.C. § 10; a party seeking vacatur bears a heavy burden, particularly when asserting that the arbitrator exceeded its powers or refused to consider evidence.
PRECEDENTIAL VALUE	district court opinion; precedential status not stated

PARTIES

Worldwide Aircraft Services, Inc. d/b/a Jet ICU v. Cigna Health and Life Insurance Company

TOPICS

arbitration insurance health law commercial litigation civil procedure

PRACTICE AREAS

arbitration insurance health law commercial litigation civil procedure

QUESTIONS PRESENTED

1. Whether the petition adequately pleaded particularized grounds for vacating the arbitration award.
2. Whether the arbitrator exceeded its authority, acted with evident partiality, denied Worldwide adequate notice or an opportunity to be heard, or improperly refused to consider pertinent and material evidence under the Federal Arbitration Act.
3. Whether the No Surprises Act IDR arbitration award should be vacated.

HOLDINGS

1. A petition seeking to vacate an arbitration award must state the grounds for vacatur with particularity; Worldwide's vague and conclusory allegations did not satisfy that requirement.
2. The petition to vacate was denied because Worldwide failed to meet its heavy burden of establishing any statutory ground for vacatur, including excess of authority, evident partiality, misconduct, refusal to hear pertinent evidence, fraud, or misrepresentation.
3. The No Surprises Act IDR award was binding on the parties absent fraud or misrepresentation, and Worldwide did not establish either circumstance.

KEY QUOTATIONS

“Importantly, Section 10 of the FAA provides the exclusive grounds for vacatur of arbitration awards.”

“There is a presumption under the FAA that arbitration awards will be confirmed, and that federal courts should defer to an arbitrator’s decision whenever possible.”

“It is not sufficient merely to assert that the arbitrator failed to consider evidence – the petitioner must specifically identify what evidence the arbitrator failed to consider and explain why that evidence was pertinent or material to the case.”

FACTUAL BACKGROUND

Worldwide Aircraft Services, an air ambulance provider, disputed Cigna's out-of-network reimbursement rates for fixed-wing air mileage and fixed-wing air services provided to an insured. The parties proceeded through the No Surprises Act Independent Dispute Resolution process, in which each side submitted an offer and the arbitrator selected one offer in its entirety. The arbitrator selected Cigna's offer of \$0. Worldwide alleged

inadequate notice, improper consideration of ex parte information, bias, and failure to consider its evidence, but identified no specific supporting evidence or showing of fraud, misrepresentation, actual conflict, or prejudicial refusal to hear material evidence.

PROCEDURAL HISTORY

Worldwide Aircraft Services initiated the No Surprises Act IDR process after disputing Cigna's out-of-network reimbursement offers for air ambulance services. The arbitrator selected Cigna's offer of \$0. Worldwide filed a petition to vacate the award on September 5, 2025; Cigna opposed the petition, and the district court denied it and directed entry of judgment for Cigna.

DISPOSITION

other

CASES CITED

- Peebles v. Merrill Lynch, Pierce, Fenner & Smith Inc., 431 F.3d 1320, 1326 (11th Cir. 2005)
- Hall St. Assocs., LLC v. Mattel, Inc., 552 U.S. 576, 583 (2008)
- Gianelli Money Purchase Plan & Tr. v. ADM Inv. Servs., Inc., 146 F.3d 1309, 1312 (11th Cir. 1998)
- Davis v. Prudential Sec. Inc., 59 F.3d 1186, 1188 (11th Cir. 1995)
- Griffin v. Lynch, No. 1:24-cv-02726-LMM, 2024 WL 4953435, at *1 (N.D. Ga. Oct. 7, 2024)
- Dorward v. Macy's Inc., 588 F. App'x 951, 953-54 (11th Cir. 2014)
- Cat Charter, LLC v. Schurtenberger, 646 F.3d 836, 842-43 (11th Cir. 2011)
- O.R. Sec., Inc. v. Pro. Plan. Assocs., Inc., 857 F.2d 742, 745 (11th Cir. 1988)
- Guardian Flight L.L.C. v. Health Care Service Corp., 140 F.4th 271, 273-74 (5th Cir. 2025)
- Med-Trans Corp. v. Capital Health Plan, Inc., 700 F. Supp. 3d 1076, 1079-80 (M.D. Fla. 2023)
- Oxford Health Plans LLC v. Sutter, 569 U.S. 564, 568-69 (2013)
- First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938, 942 (1995)
- Johnson v. Directory Assistants Inc., 797 F.3d 1294, 1301 (11th Cir. 2015)
- Rosensweig v. Morgan Stanley & Co., 494 F.3d 1328, 1333 (11th Cir. 2007)
- World Bus. Paradise, Inc. v. Suntrust Bank, 403 F. App'x 468, 470 (11th Cir. 2010)
- Univ. Commons-Urbana, Ltd. v. Univ. Constructors, Inc., 304 F.3d 1331, 1339