

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**WORLDWIDE AIRCRAFT  
SERVICES INC. d/b/a JET ICU,**

**Petitioner,**

**v.**

**Case No: 8:25-cv-167-MSS-NHA**

**WORLDWIDE INSURANCE  
SERVICES, LLC d/b/a GEOBLUE,**

**Respondent.**

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**ORDER**

**THIS CAUSE** comes before the Court for consideration of Respondent Worldwide Insurance Services, LLC d/b/a GeoBlue's Motion to Dismiss Plaintiff's Petition to Confirm Arbitration Award and Alternative Motion to Vacate Arbitration Award, (Dkt. 20), and Petitioner Worldwide Aircraft Services, Inc. d/b/a Jet ICU's response in opposition thereto. (Dkt. 21) Upon consideration of all relevant filings, case law, and being otherwise fully advised, the Court **GRANTS** GeoBlue's Motion to Dismiss.

**I. BACKGROUND**

Petitioner Jet ICU initiated this action against Respondent GeoBlue on January 21, 2025. (Dkt. 1) In the Amended Complaint, Jet ICU alleges it is an air-ambulance provider that specializes in providing international air ambulance services. (Id. at ¶ 1)

Jet ICU alleges GeoBlue acts as an insurer. (Id. at ¶ 2) Jet ICU allegedly filed five claims for payment with GeoBlue for services provided to patients insured by GeoBlue. (Id. at ¶¶ 5–9) Jet ICU alleges GeoBlue disputed each of the claims and Jet ICU initiated independent dispute resolution (“IDR”) for each of the claims under the No Surprises Act, 42 U.S.C. § 30088-111(c)(1)(B). (Id.) The IDR actions resulted in awards in Jet ICU’s favor, the sum of which equals \$1,126,906.61. (Id.)

Jet ICU initiated this action with a petition to confirm the IDR awards and for the entry of a judgment against GeoBlue in the amount of \$1,126,906.61. GeoBlue moves to dismiss Jet ICU’s petition or, alternatively, to vacate the IDR awards. (Dkt. 20) GeoBlue first argues that the No Surprises Act does not create a private right of action for the confirmation of IDR awards in federal court. (Id. at 4–5) Thus, GeoBlue argues Jet ICU fails to state a claim. GeoBlue also argues the petition must be dismissed because Jet ICU failed to join a necessary party under Federal Rule of Civil Procedure 19. (Id. at 5–6) Finally, GeoBlue argues the IDR awards should be vacated because the arbitrators exceeded their authority in applying the No Surprises Act to GeoBlue. (Id. at 6–8) GeoBlue argues the Act only applies to health insurers and that GeoBlue is not a health insurer. (Id.)

Jet ICU responds that an IDR award under the No Surprises Act must be confirmed unless a motion to vacate is filed within the time authorized by the Federal Arbitration Act (the “FAA”) or § 682.12, Florida Statutes (2025). (Dkt. 21 at 2) Jet ICU maintains that GeoBlue’s Motion to Vacate the IDR awards is untimely and must be denied. (Id. at 3) Jet ICU also argues this Court lacks jurisdiction to do anything

other than the confirm the IDR awards because no timely motion to vacate was filed. (*Id.*) Additionally, Jet ICU argues that GeoBlue’s arguments related to joinder and the arbitrators’ having allegedly exceeded their authority have been waived since they were not raised during the arbitration process or within the time to file a motion to vacate. (*Id.* at 5) Finally, Jet ICU argues the Court should not consider GeoBlue’s contention that it is not an insurer governed by the No Surprises Act because Judge Thomas Barber found this argument to be unpersuasive in another, similar case between the same Parties. (*Id.* at 6–9) See Worldwide Aircraft Services, Inc. v. Worldwide Insurance Services, LLC, No. 24-cv-840, 2024 WL 4226799 (M.D. Fla. Sept. 18, 2024). For this reason, Jet ICU argues the doctrines of *res judicata* and judicial estoppel require this Court to deny GeoBlue’s Motions. (*Id.*)

## II. LEGAL STANDARD

### a. Failure to State a Claim

To survive a motion to dismiss for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6), a complaint must meet an exceedingly low threshold of sufficiency. Quality Foods de Centro Am., S.A. v. Latin Am. Agribusiness Dev. Corp., S.A., et al., 711 F.2d 989, 995 (11th Cir. 1983). A plaintiff must plead only enough facts to state a claim to relief that is plausible on its face. Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 560–64 (2007) (abrogating the “no set of facts” standard for evaluating a motion to dismiss established in Conley v. Gibson, 355 U.S. 41, 45–46 (1957)). Although a complaint challenged by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff is still obligated to provide the

“grounds” for his entitlement to relief, and “a formulaic recitation of the elements of a cause of action will not do.” Berry v. Budget Rent A Car Sys., Inc., 497 F. Supp. 2d 1361, 1364 (S.D. Fla. 2007) (quoting Twombly, 550 U.S. at 545). In light of a motion to dismiss, to evaluate the sufficiency of a complaint a court must accept the well pleaded facts as true and construed in the light most favorable to the plaintiff. Quality Foods, 711 F.2d at 994–95. However, the court should not assume that the plaintiff can prove facts that were not alleged. Id. Thus, dismissal is warranted if, assuming the truth of the factual allegations of the plaintiff’s complaint, there is a dispositive legal issue that precludes relief. Neitzke v. Williams, 490 U.S. 319, 326 (1989).

#### **b. Subject Matter Jurisdiction**

Federal courts are courts of limited jurisdiction. “[B]ecause a federal court is powerless to act beyond its statutory grant of subject matter jurisdiction, a court must zealously insure that jurisdiction exists over a case, and should itself raise the question of subject matter jurisdiction at any point in the litigation where a doubt about jurisdiction arises.” Smith v. GTE Corp., 236 F.3d 1292, 1299 (11th Cir. 2001).

### **III. DISCUSSION**

The Court grants GeoBlue’s Motion to Dismiss because the No Surprises Act does not authorize this Court to confirm or enforce the IDR awards. Earlier this year, the Fifth Circuit persuasively concluded the No Surprises Act “contains no express right of action to enforce or confirm an IDR award.” Guardian Flight, L.L.C. v. Health Care Serv. Corp., 140 F.4th 271, 275 (5th Cir. 2025). The Fifth Circuit noted that the Act provides that a determination “of a certified IDR entity . . . shall not be

subject to judicial review, except in a case described in” § 10(a) of the FAA. 42 U.S.C. § 300gg-111(c)(5)(C). Under section 10(a) of the FAA, a district court may vacate an arbitration award upon a party’s request:

(1) where the award was procured by corruption, fraud, or undue means;

(2) where there was evident partiality or corruption in the arbitrators, or either of them;

(3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or

(4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

9 U.S.C. § 10(a). Thus, the Fifth Circuit held that the Act provides a private right of action only where a party requests an award be vacated on grounds enumerated in § 10(a) of the FAA. Guardian Flight, 140 F.4th at 275–277. Consequently, the Fifth Circuit determined that the Act does not give providers a right of action to confirm or enforce IDR awards in federal court.

This Court is persuaded by the Fifth Circuit’s decision in Guardian Flight. Based on the Fifth Circuit’s reasoning, Jet ICU’s petition is due to be dismissed for failure to state a claim. The Eleventh Circuit has not issued an opinion on the question presented.

This Court also believes it lacks subject matter jurisdiction to confirm or enforce an IDR award under the No Surprises Act. The Act bars “judicial review” of determinations by certified IDR entities except in certain cases where a party requests

vacatur. For cases in which a party seeks to confirm or enforce an IDR award, no judicial review is authorized. Instead, Congress empowered the Department of Health and Human Services to assess penalties against insurers for the failure to comply with the No Surprises Act.<sup>1</sup> *Id.* at 277 (citing 42 U.S.C. § 300gg-22(b)(2)(A); 45 C.F.R. § 150.301 *et seq.*).

Congress withheld this Court's jurisdiction to confirm or enforce IDR awards. Without statutory authority to grant the relief requested, the Court must dismiss this action for lack of subject matter jurisdiction. See generally In re Trusted Net Media Holdings, LLC, 550 F.3d 1035 (11th Cir. 2008) (discussing the congressional power to grant and withhold a federal court's subject matter jurisdiction).

#### IV. CONCLUSION

Accordingly, it is hereby **ORDERED**:

1. Respondent Worldwide Insurance Services, LLC d/b/a GeoBlue's Motion to Dismiss Plaintiff's Petition to Confirm Arbitration Award and Alternative Motion to Vacate Arbitration Award, (Dkt. 20), is **GRANTED IN PART**. GeoBlue's Motion to Dismiss the Petition is **GRANTED**. The Petition is **DISMISSED WITHOUT PREJUDICE** for lack of subject matter jurisdiction.

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<sup>1</sup> "The Centers for Medicare and Medicaid Services (CMS), an agency within HHS, . . . [solicits] provider complaints and [compels] payors to pay IDR awards where appropriate. CMS maintains an online portal through which providers may submit complaints regarding the IDR process. See No Surprises Complaint Form, CMS, <https://perma.cc/HHD2-8HW7>." Guardian Flight, 140 F.4th at 277.

2. GeoBlue's Motion to Vacate the IDR Awards is **DENIED AS MOOT**.
3. The Clerk is directed to **CLOSE THIS CASE**.

**DONE and ORDERED** in Tampa, Florida this 12th day of August 2025.

**Copies furnished to:**  
Counsel of Record  
Any Unrepresented Party

  
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MARY S. SCRIVEN  
UNITED STATES DISTRICT JUDGE