

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

\_\_\_\_\_  
No. 09-12548  
Non-Argument Calendar  
\_\_\_\_\_

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT Dec. 03, 2009 THOMAS K. KAHN CLERK
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D. C. Docket No. 05-00101-CV-1-DHB-WLB

M. D. SEEMA L. MISHRA,  
on her own behalf, individually, and  
on behalf of her patients, both private  
pay and those receiving Medicaid or  
Medicare from the federal government  
or financial assistance for health care  
from the State of South Carolina,

Plaintiff-Appellant,

versus

DOCTORS HOSPITAL OF AUGUSTA, LLC,  
and its parent, The Corporation of America  
(sic, Healthcare Corporation HCA, Inc.,  
privately and under color of law of America),

Defendants-Cross-  
Claimant-Appellees,

THE CENTER FOR PRIMARY CARE,

Defendant-Cross-  
Defendant-Appellee,

JIM LARSON, GALEN HOLDCO, LLC,  
privately and under color of law, et al.

Defendants-Appellees.

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Appeal from the United States District Court  
for the Southern District of Georgia

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(December 3, 2009)

Before TJOFLAT, EDMONDSON and HILL, Circuit Judges.

PER CURIAM:

This appeal arises from the district court's order compelling arbitration and subsequently confirming the arbitrator's award of damages, fees and costs against plaintiff for violating her recruitment agreement with defendants. We have reviewed the parties' briefs and the record excerpts and conclude that the district court did not err in compelling arbitration or in affirming the arbitration award.

Plaintiff did not substantiate her denial of the arbitration contract with evidence sufficient to make the denial colorable. *Chastain v. Robinson-Humphrey Co.*, 957 F.2d 851, 855 (11th Cir. 1985). Nor did she demonstrate that the subsequent award falls into those narrow circumstances where we are authorized to set it aside. *See First Options of Chicago, Inc., v. Kaplan*, 514 U.S. 938, 942 (1995). She has shown neither fraud, partiality, misconduct nor malfeasance on the part of the arbitrator. Nor has she demonstrated that the award was arbitrary, violative of public policy or entered in manifest disregard of the law. *See Scott v.*

*Prudential Sec. Inc.*, 141 F.3d 1007, 1017 (11<sup>th</sup> Cir. 1998). In the absence of such showings, we are without authority to vacate the award.

Accordingly, the district court's Order affirming the arbitrator's award and judgment for defendants is hereby

AFFIRMED.