

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

HANSEL NOFFSINGER,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	Case No. 5:24-cv-00900-LSC
	)	
CULLMAN REGIONAL	)	
MEDICAL CENTER, INC.,	)	
	)	
DEFENDANT.	)	

ANSWER

COMES NOW the Defendant Cullman Regional Medical Center, Inc. by and through undersigned counsel, and for answer to the complaint states the following:

I. JURISDICTION

1. Cullman Regional admits that this Court possesses jurisdiction over plaintiff's attempted claims for Age Discrimination. Any other material allegations of paragraph 1 are denied.

2. Cullman Regional admits that Plaintiff filed a timely charge of discrimination and timely filed this action. Any other material allegations of paragraph 2 are denied.

II. PARTIES

3. Cullman Regional admits that Plaintiff is a former employee and that venue is appropriate with this Court. Any other material allegations of paragraph 3 are denied.

4. Cullman Regional admits that it is subject to the jurisdiction of this Court. Any other material allegations of paragraph 4 are denied.

III. STATEMENT OF FACTS

5. Cullman Regional incorporates its answers to paragraphs 1 to 4.

6. Admitted.

7. Admitted.

8. Cullman Regional lacks sufficient information to admit or deny paragraph 8.

9. Admitted.

10. Admitted.

11. Denied.

12. Cullman Regional lacks sufficient information admit or deny paragraph 12.

13. Denied.

14. Cullman Regional admits that members of management discuss physician employees and their futures on an ongoing basis.. Any other material allegations of paragraph 14 are denied.

15. Denied.

16. Cullman Regional admits that it conducted marketing for its internal medicine clinic. Any other material allegations of paragraph 16 are denied.

17. Cullman Regional admits that it marketed new physicians, including Plaintiff, as they were hired. Any other material allegations of paragraph 17 are denied.

18. Denied.

19. Cullman Regional admits that it “beta tested” the iOrder system. Any other material allegations of paragraph 19 are denied.

20. Cullman Regional admits that Plaintiff was not one of the physicians invited to “beta test” the iOrder system. Any other material allegations of paragraph 20 are denied.

21. Cullman Regional admits that physicians who “beta tested” iOrder were provided with access to that system. Any other material allegations of paragraph 21 are denied.

22. Cullman Regional admits that it retains the legal services of Colin Luke.

23. Admitted.

24. Cullman Regional admits that Plaintiff’s employment was terminated on June 15, 2022. Any other material allegations of paragraph 22 are denied.

25. Cullman Regional admits that Plaintiff generally asked about the reasons for termination.

26. Cullman Regional admits that it declined at the time to elaborate on the circumstances and reasons for Plaintiff’s termination. Any other material allegations of paragraph 26 are denied.

27. Denied.

28. Cullman Regional admits that it declined at the time to elaborate on the circumstances and reasons for Plaintiff’s termination. Any other material allegations of paragraph 28 are denied.

29. Cullman Regional admits that its standard practice is to invite patients to continue their treatment at Cullman Regional with another physician. Any other material allegations of paragraph 29 are denied.

30. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 30 are denied.

31. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 31 are denied.

32. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 32 are denied.

33. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 33 are denied.

34. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 34 are denied.

35. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 35 are denied.

36. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 36 are denied.

37. Cullman Regional admits that Dr. Villar was employed longer than Plaintiff. Any other material allegations of paragraph 37 are denied.

38. Cullman Regional's EEOC position statement speaks for itself. Any other material allegations of paragraph 38 are denied.

39. Denied.

40. Denied.

41. Denied.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

IV. Count One – ADEA Termination

46. Cullman Regional incorporates its answers to paragraphs 1 to 45.

47. Admitted.

48. Admitted.

49. Cullman Regional admits that Plaintiff was licensed to practice medicine in Alabama. Any other material allegations of paragraph 49 are denied.

50. Cullman Regional admits that it did not invoke the portion of Plaintiff's contract entitled "Automatic Termination for Cause." Any other material allegations of paragraph 50 are denied.

51. Denied.

52. Cullman Regional admits that it did not provide Plaintiff with a reason for termination on June 15, 2022. Any other material allegations of paragraph 52 are denied.

53. Denied.

54. Cullman Regional admits that Plaintiff was licensed to prescribe medicine during the time of his employment. Any other material allegations of paragraph 53 are denied.

55. Cullman Regional's EEOC position statement speaks for itself. Any other material allegations of paragraph 55 are denied.

56. Denied.

57. Denied.

V. Prayer for Relief

Defendant denies that Plaintiff is entitled to any relief whatsoever in this action, including, but not limited to, injunctive relief, back pay, front pay, damages of any kind and/or attorneys' fees.

AFFIRMATIVE DEFENSES

First Defense

Plaintiff fails to state a claim upon which relief can be granted.

Second Defense

Defendant's employment practices are job-related and consistent with business necessity.

Third Defense

Any employment actions taken by Defendant were based on legitimate, non-discriminatory factors.

Fourth Defense

Defendant has and had in a policy against discrimination to prevent and promptly correct any such behavior. Thus, to the extent Plaintiff is able to prove that he was subjected to discrimination, which Defendant denies, Defendant cannot be held vicariously liable because of its good-faith efforts to ensure compliance with the anti-discrimination and anti-retaliation laws.

Fifth Defense

To the extent that Plaintiff is able to show that he suffered damages, Plaintiff failed to mitigate those damages.

Sixth Defense

Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of unclean hands, waiver, estoppel, and/or laches.

Seventh Defense

To the extent that Plaintiff has suffered any damages, any actions by Defendant were neither the actual nor proximate cause of those claimed damages.

Eighth Defense

To the extent that Plaintiff seeks relief for employment decisions or actions that were not included in a Charge timely filed with the appropriate administrative agency, such claims are barred because of his failure to exhaust administrative remedies and/or his failure to satisfy the statutory prerequisites, and the Court therefore lacks subject matter jurisdiction over such claims

Ninth Defense

Plaintiff's claims are barred to the extent they exceed the scope of his administrative charge of discrimination.

Tenth Defense

Plaintiff's claims are barred to the extent they are based on alleged acts or occurrences that took place more than 180 days prior to Plaintiff filing his charge with the EEOC.

Eleventh Defense

Plaintiff's claims are barred to the extent they involve alleged discrimination occurring before the applicable statute of limitations period.

Twelfth Defense

Defendant denies that age was a factor in any of the employment decisions at issue and further denies that it discriminated against Plaintiff in any manner whatsoever; however, to the extent that the fact finder determines otherwise, Defendant states that it would have made the same decisions absent the alleged impermissible motive.

Thirteenth Defense

Plaintiff's age was not the "but for" cause of any alleged employment action.

Fourteenth Defense

Plaintiff's claims are barred, in whole or in part, by the doctrine of judicial estoppel to the extent Plaintiff has taken any inconsistent position in any other judicial or quasi-judicial proceeding.

Fifteenth Defense

Plaintiff cannot establish a prima facie case of discrimination, or establish that Defendant's articulated reason for terminating his employment was a pretext for an intent to discriminate against him on the basis of her age.

Sixteenth Defense

Defendant asserts all applicable statutory damages caps and limitations and limitations afforded by applicable law.

Seventeenth Defense

Defendant's conduct toward Plaintiff was at all times in good faith and was not willful, intentional, reckless or discriminatory.

Respectfully Submitted this the 20th day of September, 2024.

LOCKWOOD & ASSOCIATES, INC.

By: /s/ Robert C. Lockwood
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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing has been served by the Court's ECF system upon:

Allen D. Arnold
Whitney Morgan Brown
6 Office Park Circle, Suite 209
Birmingham, AL 35223

/s/ Robert C. Lockwood

Robert C. Lockwood