

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

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

**DEFENDANT’S RESPONSE TO COURT’S ORDER
GRANTING DEFENDANT’S MOTION FOR LEAVE
TO FILE REDACTED EXHIBITS**

COMES NOW the Defendant, Cullman Regional Medical Center in response to the Court's order (Doc. 27), and attaches hereto:

1. Documents contained in Exhibit 1 to the *Evidentiary Materials in Support of its Motion for Summary Judgment* now properly redacted and attached hereto as “Exhibit 1.”

2. Documents contained in Exhibit 16 to the *Evidentiary Materials in Support of its Motion for Summary Judgment* now properly redacted and attached hereto as “Exhibit 16.”

Respectfully submitted this the 10th day of March, 2026.

LOCKWOOD & ASSOCIATES, INC.

By: /s/ Robert C. Lockwood

Robert C. Lockwood

Attorneys for Defendant

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Huntsville, Alabama 35801

(256) 400-4522

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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

Evid to Motion for Summary Judgment - Exhibit 1

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

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

DECLARATION OF SCHINLEY LAND

Pursuant to 28 U.S.C. §1746, Schinley Land provides the following declaration:

1. My name is Sc)linley Land. I am over the age of 21 years and I possess personal knowlege of the matters set forth herein.

2. I am employed by Cullman Regional Medical Center ("CRMC") as its Executive Director of Physician Services. I was hired into that position in April of 2021.

3. As Executive Director of Physician Services, I directly supervise each of the medical practices owned and operated by CRMC, including its Primary Care clinic.

4. My date of birth is [REDACTED]

6. CRMC employed a practice manager, Stacy Graves, for the Primary Care practice. Graves did not supervise Dr. Hansel Noffsinger, but she was responsible for managing the day-to-day operations of the clinic and supervising non-physician employees.

7. On August 24, 2021, I e-mailed Lisa Courtney and informed her I had received four, similar patient complaints regarding Noffsinger and his exams with female patients since May of 2021. A true and correct copy of my e-mails with Courtney is attached hereto as **Exhibit A.** My e-mail summarized those patient complaints.

8. On September 7, 2021, a CRMC employee who was also Noffsinger's patient e-mailed me. A true and correct copy of that e-mail is attached hereto as **ExhibitB.**

9. CRMC conducted an investigation of the patient complaints during which Pam Brown interviewed patients who made complaints. The investigation determined that Noffsinger's actions with patients were entirely appropriate. Even so, I met with Noffsinger on October 13, 2021 to discuss the allegations, investigations and the need to have a chaperone present when examining female patients.

10. In the course of my employment, I exchanged text messages with Dr. Noffsinger. Attached hereto as **Exhibit C** is a true and correct copy of my text messages with Dr. Noffsinger.

11. On October 13 and 14, 2021, Dr. Noffsinger and I exchanged text messages about the investigation of the patient complaints. Those text messages can be found at pages 002837 to 002840 of Exhibit C.

12. Over the course of his employment, Noffsinger exhibited a demanding nature that made it difficult to work with him.

13. CRMC provides RVU-based bonus incentives to all of its employed physicians. Dr. Noffsinger repeatedly made demands and requests related to calculation and payment of his bonuses. Those demands and requests were made verbally and in text messages. Noffsinger's bonus demands and requests were far more voluminous than any other physician employed by CRMC.

14. From May 12, 2021 to May 6, 2022, Noffsinger sent me at least 28 text messages relating to his bonus or RVUs. At the end of May, 2021, I was involved in the process of calculating Dr. Noffsinger's bonus for work performed in April of 2021. This was the first monthly bonus to Dr. Noffsinger after he converted from an annual bonus. Lisa Courtney and I calculated his bonus payment for April 2021 and I explained the payment to him. While Dr. Noffsinger originally accepted that calculation, he soon began to disagree with it. On May 26, 2021, Lisa Courtney sent

me a text message stating that Dr. Noffsinger was "all up in arms" about the calculation. Attached hereto as **Exhibit D** are text messages that Ms. Courtney and I exchanged on May 26 about calculation of Dr. Noffsinger's bonus and communications with him.

15. After receiving the "up in arms" text from Lisa Courtney, I held a telephone call with Noffsinger on May 27, 2021 to explain the calculation. Noffsinger expressed his displeasure with the calculation and spoke to me with a raised voice. He told me that he didn't trust me at all. While the conversation with Noffsinger was ongoing, I texted Courtney to let her know what was happening. Those text messages can be found at page 02976 of Exhibit D.

16. Even after our call on May 27, Dr. Noffsinger's disagreement with the bonus calculation continued. On June 11, 2021, Lisa Courtney sent me an e-mail asking that we be 10000% certain about the calculation.

17. On September 28, 2021, Noffsinger and I had a telephone call discussing his bonus calculation. During that call, Noffsinger expressed his opinion that, in addition to a monthly bonus, he was also entitled to an annual bonus for any RVUs that exceeded 5,085 in a year. Noffsinger believed CRMC owed him an additional \$300,000 per year. During the call, Noffsinger yelled and screamed at me, told me that he was a genius, said that I couldn't do math and claimed CRMC was trying to screw him out of his money. Noffsinger's comments were so bad that I told

him I wasn't going to allow the insults and conversation to continue. I told him that we had to hang up and would resume the conversation after he calmed down. We spoke by telephone again later in the day and I was able to explain the calculations in a manner that Noffsinger finally understood. After that, I received a text message from Lisa Courtney and replied to her. A true and correct copy of those text messages is attached hereto as **Exhibit E.**

18. On July 21, 2021, I was copied on an e-mail report regarding inappropriate conduct by Dr. Noffsinger towards employees of CRMC's shredding vendor. After receiving that report, I spoke with Stacy Graves about CRMC's shredding policies and explained that CRMC employees cannot berate people. Ms. Graves told me she would speak with Dr. Noffsinger about his conduct. I also met with Dr. Noffsinger and explained that his actions were inappropriate.

19. In early September 2021, Dr. Noffsinger ordered a test to determine whether a bacteria called *Clostridioides difficile*, commonly called "C. Diff," was present in a patient. That test required analysis of the patient's stool sample. But, CRMC's lab cancelled the test because the stool sample was too firm.

20. When Noffsinger learned the test was cancelled, he reacted emotionally and his reactions are captured in a text exchange between me and Stacy Graves on September 7 and 8, 2021. A true and correct copy of my text messages with Graves concerning the C.Diff test is attached hereto as **Exhibit F.**

21. I investigated Noffsinger's complaint about cancellation of the C.Diff. test and learned that a stool specimen is only "eligible" for testing if it is loose/liquid. Under CRMC's lab procedures, a patient with a firm stool would not be considered a patient with active C. Diff or need testing. Thereafter, I spoke to Noffsinger about the lab procedures and cancellation of the test. Noffsinger became reasonable after receiving that information.

22. In early October of 2021, Dr. Noffsinger contacted me and expressed his displeasure because he received a letter from CRMC's Credentialing Committee stating that it did not possess documentation of his 2019-20 Continuing Medical Education. He was not happy because he previously submitted the CME information when he started work at CRMC. On October 12, 2021, Dr. Noffsinger and I exchanged text messages regarding this CME issue. A true and correct copy of those text messages can be found at pages 02835 to 02837 of Exhibit C hereto.

23. In January of 2022, Lisa Courtney hired a new primary care doctor for CRMC, Dr. John Morgan. Dr. Noffsinger expressed his displeasure to me about the hiring of Dr. Morgan. Noffsinger wanted to maximize the number of patients he treated and believed hiring Morgan would cut into his ability to see patients.

24. On February 23, 2022, Stacy Graves and I exchanged text messages regarding the number of patients Dr. Noffsinger was treating and his statement that it was not worth the drive to Cullman. A true and correct copy of those text messages

is attached hereto as **Exhibit G.** At some point on February 23 or 24, 2022, I told Lisa Courtney Noffsinger had complained to Stacy Graves about the number of patients he was treating.

25. To be clear, these are not the only examples of poor behavior by Noffsinger. His preferred method of communication was by telephone. He would regularly call me to berate me about some perceived issue with the Primary Care practice or the hospital. I also received numerous reports from Graves about Noffsinger yelling at nurses and other staff members. On May 4, 2021, Courtney and I exchanged text messages about Noffsinger's behavior. A true and correct copy of those text messages is attached hereto as **Exhibit H.**

26. On August 26, 2021, Graves reported to me by text message that Noffsinger's stethoscope was missing and he believed the cleaning crew took it. A true and correct copy of my text messages with Graves about the stethoscope is attached hereto as **Exhibit I.**

27. On March 2, 2022, Graves texted me trying to locate Noffsinger. She told me that Noffsinger thought "his CMA are against him." A CMA is a Certified Medical Assistant, which is a type of nurse employed by CRMC. A true and correct copy of my March 2, 2022 text messages with Graves is attached hereto as **Exhibit J.**

28. Timely completion of treatment notes was an issue for Dr. Noffsinger. As early as April 22, 2021, I was communicating by e-mail with CRMC's Billing Manager about Noffsinger's completion of notes and refining office processes to shorten the lag time on completion of notes. A true and correct copy of those e-mails is attached hereto as **Exhibit K.**

29. CRMC's expectation for Primary Care providers is that a final bill should be issued within three days of a patient visit. At some point, an exception in the time for submitting a bill was made for Noffsinger because of the volume of patients he treated. Under that exception, he was allowed to complete his notes within seven (7) days.

30. Even with that extension, Noffsinger failed to complete treatment notes in a timely manner. On August 9, 2021, I e-mailed Graves following a meeting of CRMC's Revenue Cycle Action Team. A report attached to that e-mail established that Noffsinger had approximately 199 pending charges from July 13 to 29, 2021. In my e-mail, I noted the 7-day exception for Noffsinger and asked that the charges be brought current and kept up to date. A true and correct copy of my e-mail and the attached report is provided herewith as **Exhibit L.**

31. On November 22, 2021, CRMC's Outpatient Coder, Tammy Waters, sent an email to Graves titled: "Notes Needed -- Dr. Noffsinger 1st Notice." That email attached a report identifying approximately 123 pending charges from

November 10 to 19, 2021. On November 29, 2021, Waters sent a second e-mail to me and Graves titled: "Notes Needed-Dr. Noffsinger 2nd Notice." A true and correct copy of the November 22 and 29, 2021 e-mails and accompanying report are attached hereto as **Exhibit M.**

32. On December 21, 2021, Waters e-mailed Graves and notified her that Noffsinger's claims from December 6 to December 15, 2021 were missing documentation. Courtney forwarded an e-mail string to me directing me to "Get on him please." I then had a conversation with Noffsinger about completing his notes.

33. In October of 2021, Lisa Courtney and I communicated about the fact that Noffsinger had failed an audit of his charts. I spoke with Noffsinger about the results of the audit and told him that a second audit would be performed.

34. On November 15, 2021, Noffsinger texted me regarding his audit. A true and correct copy of our November 15, 2021 text messages can be found at Pages 2842 to 2843 of Exhibit C hereto.

35. On February 28, 2022, Noffsinger met with me, Billing Manager Chasity Stephens and Coder Tammy Waters to review the results of his second audit. The meeting was intended to be a pro-active step to improve Noffsinger's knowledge and billing practices. After that meeting, I sent a text message to Lisa Courtney. A true and correct copy of our February 28, 2022 text messages is attached hereto as **Exhibit N.**

36. During the two weeks prior to June 6, 2022, CRMC was completing its monthly financial reports for May of 2022. Although Lisa Courtney was on vacation, she continued to communicate with me and CRMC's Chief Financial Officer, Nesha Donaldson. While Ms. Courtney was on vacation, I participated in one conversation with Donaldson and CRMC's CEO, James Clements, about financial reduction issues.

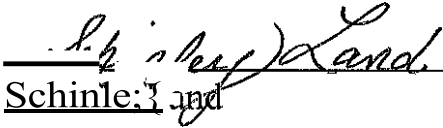
37. I am aware that Noffsinger's EEOC charge claims that younger providers were given "credentials" for a new software system called iOrder. iOrder was a Beta-test software which CRMC provided to a limited number of physicians for review. At the conclusion of Beta-testing, CRMC decided that it would not deploy iOrder throughout the Hospital because of several issues. Noffsinger was not selected for the Beta test because of his difficult nature and his demonstrated frustrations when dealing with computer-related issues.

38. For example, on October 10, 2021, Noffsinger texted me that he was driving to Cullman to work on charts on his off day because CRMC's IT department seemed "nonexistent." That text message can be found at page 2835 of Exhibit C hereto. On December 30, 2021, Noffsinger texted me that his home computer was taking 10 minutes to access labs and IT would not call him back. That text message can be found at page 2850 of Exhibit C hereto. On March 20, 2022, Noffsinger

texted me that he was not going to waste his entire day because CRMC's server would not work. That text message can be found at page 2853 of Exhibit C hereto.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed this the 21st-day of March, 2026


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Evid to Motion for Summary Judgment - Exhibit 16

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

HANSEL NOFFSINGER,	)	
	)	
PLAINTIFF,	)	
	)	
v.	)	Case No. 5:24-cv-00900-LSC
	)	
CULCMANRE-GIONAL	}	
MEDICAL CENTER, INC.,	)	
	)	
DEFENDANT.	)	

DECLARATION OF LISA COURTNEY

Pursuant to 28 U.S.C. §1746, Lisa Courtney provides the following declaration:

1. My name is Lisa Courtney. I am over the age of 21 years and I possess personal knowledge of the matters set forth herein.
2. I am currently employed by Cullman Regional Medical Center ("CRMC") as its Chief Operating Officer. I was the CRMC employee responsible for recruiting and hiring Dr. Hansel Noffsinger. During the time Dr. Noffsinger was employed by CRMC, it was employed as its CRMC's Vice-President of Physician Relations.
3. My date of birth is [REDACTED]

4. Over the course of his employment, Dr. Noffsinger exhibited a demanding nature that made it difficult to work with him.

5. Dr. Noffsinger repeatedly made demands and requests related to calculation and payment of his bonuses. Those demands and requests were made verbally and in text messages. His bonus demands and requests were far more -voluminous than any other physician- employed by CRMe.

6. Over the course of his employment, I exchanged text messages with Dr. Noffsinger. Attached hereto as **Exhibit A** is a true and correct copy of my text messages with Dr. Noffsinger.

7. In my position at CRMC, I have access to and control over CRMC's electronic personnel system. I have reviewed the records on that system and determined that Nesha Donaldson's date of birth is August 6, 1962 and James Clements' date of birth is June 25, 1960.

8. In April of 2021, Dr. Noffsinger and I amended his employment contract so that he was paid a monthly bonus based on RVUs worked. Previously, he was paid an annual bonus based on RVUs worked.

9. At the end of May 2021, Schinley Land and I calculated Noffsinger's bonus payment for work in April of 2021. On May 26, 2021 he texted me and claimed he was "getting the run around" about his April bonus. Text messages found at pages 2804 and 2805 of Exhibit A accurately reflect our communications about

the bonus. In those messages, Dr. Noffsinger claimed that he was getting "the run around" regarding his April bonus. I explained the calculation process to him. I also sent a text message to Schinley Land about Noffsinger and his bonus.

10. Noffsinger's disagreement with the bonus calculation continued into June of 2021. As a result, on June 11, 2021, I sent Land an e-mail directing her to ensure that we were 100% comfortable with what we were paying him. A true and correct copy of that e-mail is attached hereto as **Exhibit B.**

11. On September 18, 2021, Noffsinger texted me that I needed to call him. That message is found at page 002807 of Exhibit A. Before calling him, I exchanged text messages and had a telephone call with Schinley Land who explained she had spoken to Noffsinger who was claiming CRMC stole \$300,000 from him. I then texted Noffsinger and our text exchange is also captured on page 002807 of Exhibit A.

12. On July 21, 2021, I received an e-mail report of inappropriate behavior by Noffsinger towards employees of CRMC's shredding company, VRC Companies, LLC. A true and correct copy of e-mails related to Noffsinger's interactions with VRC is attached hereto as **Exhibit C.** I was frustrated by VRC's report and the conduct attributed to Noffsinger. As a result, I e-mailed Land: "I'm deducting RVUs for everytime he yells at someone for stupid things." I never actually deducted any RVUs from Dr. Noffsinger based upon his conduct.

13. In January of 2022, I hired a new primary care doctor for CRMC, Dr. John Morgan. Noffsinger was extremely upset that I recruited Morgan. He wanted to maximize the number of patients he treated and believed hiring Morgan would cut into his ability to see patients. He was mad with me and claimed that he saw fewer patients because of Morgan.

-14, At some point on February 23 or 24,- 2022, Schinley Land told me Noffsinger had complained to Stacy Graves about the number of patients he was treating. As a result, on February 24, 2022, I prepared a report and sent it to Graves by e-mail. A true and correct copy of my e-mail exchange with Graves is attached hereto as **Exhibit D**. The report showed the number of patients treated by Noffsinger from September 2021 to February 2022 and showed that hiring Dr. Morgan had no impact on Noffsinger's practice. After exchanging e-mails with Graves, I then had a tense conversation with Noffsinger explaining that his patient volume was unaffected by adding Morgan.

15. I have attempted to produce documents and e-mails in my possession showing Noffsinger's behavior. But, the documented instances of his poor behavior are not the only examples of that behavior. Noffsinger' s preferred method of communication was by telephone. He would regularly call me and berate me about some perceived issue with the Primary Care practice or the hospital. I also received

numerous reports from Graves about Noffsinger yelling at nurses and other staff members.

16. Attached hereto as **Exhibit E** is a true and correct copy of a text exchange between me and Schinley Land on May 4, 2021. I told her that Noffsinger was "losing his mind" and wanted to file a complaint about a nurse in the Primary Care practice on May 4, 2021. I was frustrated with Dr. Noffsinger's attitude, which resulted in my calling him "Stupid Noffsinger."

17. On December 21, 2021, CRMC's Outpatient Coder Tammy Waters e-mailed Stacy Graves and notified her that Noffsinger's claims from December 6 to December 15, 2021 were missing documentation. Waters copied Billing Manager Chasity Stephens who forwarded it to me with a reference to the "DNFB" report. The DNFB is a report generated by CRMC to determine the level of success of its billing department. "DNFB" stands for "Done, No Final Bill," meaning that a patient's visit has been completed but has not been final billed. I forwarded the e-mail string to Schinley Land. A true and correct copy of those e-mails is attached hereto as **Exhibit F**.

18. CRMC conducts annual audits of medical records generated by its employed physicians. Those audits help ensure compliance with federal laws designed to prevent overbilling of federal programs like Medicare and Medicaid. CRMC retains a third-party auditing company to review a small sample of physician

records. The auditing company compares the medical record and treatment rendered to a patient with the bill issued to payors.

19. The bill issued by CRMC to payors is based upon the "level" of care provided by the physician. Upon completion of a visit with a patient, in addition to completing the medical record, the physician must enter information into CRMC's electronic billing~system identifying the level of care provided. The higher the level of care, the greater the reimbursement.

20. Additionally, the higher the level of care, the more RVUs. Level One care is the most basic level of care and RVUs are lowest for Level One care. Level Five care is the highest level of care for patients with extremely complicated conditions. RVUs for Level Five care are the highest. Overbilling occurs when a physician bills for a level of care higher than the level of service reflected by the patient chart. For example, if the medical record reflects a level of care that should be billed at Level Four, but the physician bills at Level Five, the physician has overbilled.

21. CRMC primarily uses the audits to ensure that physicians are not overbilling for services rendered. Overbilling has significant potential consequences. Overbilling federal programs like Medicare and Medicaid can be a crime under federal law. It can also expose CRMC to fines and penalties from the government. Overbilling also has a financial impact on CRMC. CRMC must return

any money it receives from overbilling. It must also engage in a labor-intensive process to reverse every incorrect charge, enter the correct charge and issue a new bill. Then, CRMC must wait to be paid.

22. Because of the importance of avoiding overbilling, CRMC expects that ninety percent (90%) of audited records will reveal an appropriate level of billing. If an audit reveals that a physician has overbilled in more than ten percent (10%) of his/her charts, then CRMC considers the physician to have "failed" the audit. If a physician fails an audit, CRMC will conduct a more-comprehensive audit which will review a larger number of patient records.

23. On October 21, 2021, I received the results of an audit of Dr. Noffsinger's records. Attached hereto as **Exhibit G** is a true and correct excerpt of that first six pages of that audit. Page 002241 of Exhibit G shows that the auditing company reviewed 10 of Dr. Noffsinger's records. In 7 of those 10 records, Dr. Noffsinger overbilled by one level. Thus, Noffsinger's audit showed he overbilled in 70% of his records, which was considered failing. I shared those results with Schinley Land.

24. Because he failed that audit, CRMC conducted a second audit with a larger number of patient records. The auditing company selected Noffsinger's additional records for audit in October of 2021. I received the second audit results

on December 14, 2021. Attached hereto as **Exhibit H** is a true and correct copy of an e-mail in which Chasity Stephens shared the audit with me.

25. Attached hereto as **Exhibit I** is a true and correct copy of the December audit. Page 00731 of Exhibit I reveals that the auditing company reviewed 178 of Dr. Noffsinger's records. In 136 of those records, Dr. Noffsinger overbilled by one level. That equates to more than 76%, which is also a "fail."

26. During the two weeks prior to June 6, 2022, CRMC was completing its monthly financial reports for May of 2022. I was on vacation during those two weeks. Even so, I continued to communicate with Schinley Land and CRMC's Chief Financial Officer, Nesha Donaldson, while I was on vacation. They told me that the financials for May were looking bad and that CRMC was going to have a bad overall fiscal year, which ended on June 30, 2022. I also understood that Donaldson, Land and CRMC's CEO, James Clements, were discussing financial changes that needed to occur at the hospital.

27. I returned to work on June 6, 2022. At 12:42 PM, I sent an e-mail to Donaldson titled: "Summary Talking Points for James." Attached to the e-mail was a list of potential business changes for six physician clinics operated by CRMC. A true and correct copy of the e-mail and attachment are attached hereto as **Exhibit J.**

28. One of the suggestions in my Talking Points outline was to move Dr. Noffsinger from a bonus based on RVUs worked to a bonus based on a percentage

of the hospital's collections for his work. I noted that this change would make him leave. But, that note was not an expression of my desire for him to leave. Instead, it was a prediction of Noffsinger's reaction if CRMC changed from an RYU-based bonus to a bonus based on percentage of collections. I knew that he would become angry over that change and quit employment.

29. Dr. Noffsinger was not the only physician that I reviewed for a change from RVUs worked to percentage of collections. In my Talking Points outline, I also reviewed the same change for physicians employed at CRMC's Turning Point Psychiatric Practice, CRMC's Multispecialty Clinic and Cardiology Clinic.

30. Although Noffsinger might react negatively, payment of bonuses based on a percentage of collections was more fiscally prudent for CRMC than payment based upon RVUs worked. Payment based on collections ensured that CRMC was paying doctors commensurate with amounts CRMC actually received for the physicians' work. In contrast, payment based on RVUs worked was speculative in some ways. Doctors might be paid a bonus based on RVUs worked, but CRMC could be required to repay money if they overbilled. Payment based on RVUs worked also required bonus payments to physicians even if payors delayed or never paid.

31. On or about June 6, 2022, I met with Clements and Donaldson. We reviewed the items reflected in my Talking Points outline. During that meeting, we

made the determination as a team that Noffsinger's employment should be terminated. I recall that we discussed Noffsinger's delays in completing patient records, his audits and his overbilling. I also recall discussing the patient complaints about Noffsinger. I recall discussing complaints that I and other staff had, including the VRC incident. There was some discussion of re-negotiating his contract, but I did not believe it would be worthwhile to re-negotiate.

32. The reasons we discussed for terminating Dr. Noffsinger boiled down to profitability and professionalism. CRMC does not judge profitability based on revenue generation. Federal laws like the Stark law and Antikickback Statute are designed to deter providers from focusing on maximization of revenue. As a result, CRMC doesn't measure revenue generated by individual physicians. CRMC had to generate a special report at Dr. Noffsinger's request in this litigation simply to allow him to compare his revenue with other primary care providers. As a non-profit, rural healthcare provider CRMC focuses on providing the best services at the best cost to patients. To do that, CRMC has to generate revenue to pay its bills and stay open.

33. Dr. Noffsinger was unprofitable in two ways. His repeated and unapologetic refusal to complete patient records in a timely manner impacted cash flows at CRMC. Hundreds of bills were delayed because he wouldn't complete his charts. While CRMC did not quantify impact of those delays, they were

unacceptable, particularly in June of 2022 when James Clements, Nesha Donaldson and I were discussing CRMC's year-end financials and business changes.

34. Dr. Noffsinger's coding practices were also unprofitable for the hospital. While providers are expected to accurately bill in 90% of their files, he was at the opposite end of the spectrum -- overbilling more than 70% of the time. As a result, CRMC lost money. It had to pay back money for the cases where Noffsinger overbilled and it had to spend time, money and labor re-entering the correct charges. CRMC was paying Noffsinger for RVUs, but then returning money to the government for his overbilling. But, Dr. Noffsinger still got to keep his overbilled bonus money. That's one of the reasons why I recommended changing his pay to a percentage of actual collections.

35. In virtually every aspect of his employment, Dr. Noffsinger was unprofessional. In this declaration, I have tried to demonstrate how difficult he was to work with.

36. Noffsinger's employment was terminated on June 15, 2022. He was notified in a meeting attended by me, Colin Luke, HR Director Barbara Estes. Luke told him he was being terminated.

37. On June 15, 2022, Noffsinger was the oldest Primary Care physician employed by CRMC. After his termination, CRMC continued to employ three Primary care physicians age 57 or older. Dr. Carlos Villar was born on September

26, 1961 (Age 60); Dr. John Morgan was born on November 4, 1964 (Age 57); and, Dr. Richard Gonzalez was born on November 9, 1964 (Age 57). CRMC did not hire anybody to replace Dr. Noffsinger.

38. The regulations of the Alabama Board of Medical Examiners required CRMC to notify patients that Noffsinger was no longer employed by CRMC and how to obtain their medical records, if desired. Therefore, on June 15, CRMC issued a letter to patients notifying them that Noffsinger was no longer with Cullman Regional Medical Group; invited them to become a patient of one of CRMC's other primary care providers; and, told them how to obtain their records if they wanted to continue care with a non-CRMC provider. A true and correct copy of that patient notice is attached hereto as **Exhibit K**.

39. I am aware that Dr. Noffsinger says Dr. Shadeem Alam made the statement: "I hear you are about to retire." Dr. Alam has no managerial authority whatsoever at CRMC and was not involved in any manner in the decision to terminate Noffsinger's employment.

40. I am aware that Dr. Noffsinger's EEOC charge also says that CRMC "management held a meeting to discuss each of the doctors and their future plans within the organization; however, the Office Manager informed me that the management team did not discuss my future with the organization in any capacity." I am also aware that Dr. Noffsinger says Stacy Graves told him that she attended this

management meeting and his employment must have been "safe" because he wasn't discussed. I have no idea what meeting Dr. Noffsinger might be referencing. But, I know that Ms. Graves was not involved in any of the discussions on business changes at CRMC in June of 2022. Those decisions were solely between me, Donaldson and Clements.

41. In late October or early November of 2021, CRMC issued a community-wide mailer advertising CRMC's Primary Care practice, which included a photo of Noffsinger and every other provider. A true and correct copy of that mailer is attached hereto as **Exhibit L**.

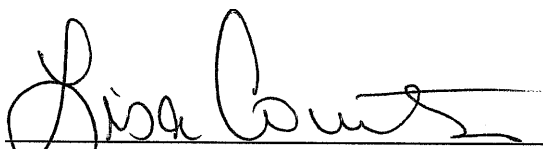
42. On January 18, 2022, CRMC's director of marketing sent an e-mail to every physician in the Primary Care Practice notifying them of the start of a PR campaign and asking them to answer questions that would be shared on social media. The marketing director also included me on that e-mail distribution. She sent a follow-up e-mail to all providers, including Noffsinger, on January 28, 2022. On February 4, 2022, the director of marketing notified me and Graves that all providers except Noffsinger, Gonzalez and Nicole Mangum had replied. A true and correct copy of the e-mails about the marketing campaign is attached hereto as **Exhibit M**.

43. I am aware that Noffsinger's charge claims that younger providers were given "credentials" for a new software system called iOrder. iOrder was a Beta-test software which CRMC provided to a limited number of physicians for review. At

the conclusion of Beta-testing, CRMC decided that it would not deploy iOrder throughout the Hospital because of several issues. Noffsinger was not selected for the Beta test because of his difficult nature and his demonstrated frustrations when dealing with computer-related issues. Attached hereto as **Exhibit N** is a true and correct copy of Dr. Noffsinger's requests from CRMC's IT Department. Among other things, the report establishes that Noffsinger called CRMC's help desk on January 5, 2022 and hung up on a call where the help desk was trying to assist. On March 31, 2022, he requested assistance because he could not connect from home to CRMC's system. It was determined that he failed to connect his computer to his home wi-fi. Once he connected to wi-fi, he was able to access CRMC's system.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed this the [□]~~7~~¹-day of March, 2026.


Lisa Courtney