



**IN THE CIRCUIT COURT OF LEE COUNTY, ALABAMA**

**LEE OBSTETRICS & GYNECOLOGY, )  
P.C., )  
Plaintiff, )  
v. )  
BRITTANY AMBER HESTER, )  
Defendant. )**

**Civil Action No. \_\_\_\_\_**

**VERIFIED COMPLAINT**

COMES NOW the plaintiff, Lee Obstetrics & Gynecology, P.C. (“Lee OB” or “Lee”) and, for its Verified Complaint against the defendant, Brittany Amber Hester (“Defendant”), states as follows:

**INTRODUCTION**

Lee OB is a local obstetrics and gynecology practice, and Defendant is a former employee of Lee OB. Days after she was fired for her undisclosed criminal history and dishonest behavior, Defendant entered onto Lee OB’s property without express permission and, while her minor son filmed her, Defendant made a defamatory speech to a waiting room full of Lee OB’s patients. In the speech, Defendant claimed, falsely, that Lee OB’s patients should be wary because a Lee employee tries to “sleep with” the husbands of pregnant patients. Defendant also claimed that she had been arrested due to the actions of Lee OB and its employees, and then wrongfully fired after being arrested. These statements were false, and Defendant knew them to be false when she made them. Defendant then proceeded to upload the video of her speech – which contained images of Lee OB’s patients and the front desk staff’s computer monitors – to various social media platforms, including but not limited to Facebook and TikTok. On Facebook, Defendant accompanied the video with screenshots of private text messages and a caption stating that Lee OB was the “shadiest

business” she has ever come across. Defendant’s posts then proceeded to “go viral,” and have resulted in major harm to Lee OB’s business and reputation, harassment of Lee OB and its employees, and threats to Lee OB’s very ability to provide effective patient care Therefore, Lee OB seeks injunctive relief and monetary damages for Defendant’s defamation, breach of contract, and tortious interference with Lee’s business relationships.

### **PARTIES**

1. Lee OB is a professional corporation organized under Alabama law which provides obstetric and gynecological services to patients throughout Alabama. Lee OB is based in Auburn, with its principal place of business located at 2375 Champions Blvd Suite #2, Second Floor, Auburn, AL 36830.

2. Defendant Brittany Amber Hester is an adult resident citizen of the State of Alabama. Defendant resides at 1502 Sawyer Drive, Opelika, Alabama.

### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this civil action as the matter in controversy exceeds six thousand dollars (\$6,000), exclusive of interest and costs. Further, Lee OB seeks equitable relief in the form of an injunction.

4. Venue in Lee County, Alabama is proper pursuant to Ala. Code § 6-3-2(b)(3) because Defendant resides in Lee County. In the alternative, venue in Lee County is proper pursuant to Ala. Code § 6-3-2(b)(4) because the subject matter of this action arose in Lee County.

### **FACTUAL ALLEGATIONS**

5. Lee OB was established in 1965 to serve women of East Alabama with compassionate, attentive and high quality Obstetrics and Gynecological care.

6. In June 2025, Lee OB hired Defendant to work at the practice as a front desk employee.

7. At the time Lee OB hired Defendant, she was on probation for criminal assault for punching a family member. Defendant did not inform Lee OB of this fact when she applied for a job at Lee, and Lee OB did not learn of Defendant's criminal status through any other means.

8. If Lee OB had known that Defendant had a criminal history and was on probation – especially for a crime involving physical violence – her offer to work at Lee OB would have been revoked immediately.

9. As a medical practice, especially one in the field of obstetrics and gynecology, Lee OB is acutely aware of the importance of robust confidentiality and privacy practices. At the time she was hired, Defendant, like all employees, received an employee handbook and signed a HIPAA/Confidentiality agreement. In the handbook, Lee OB explained that confidentiality was vital to the success of the practice, and defined “confidential and personal information” as including, among other items, “[c]onversations between any persons associated with Lee OBGYN and/or patients....”

10. Lee OB further explained that such confidential and personal information “is to be considered proprietary to Lee OBGYN and is therefore subject to non-disclosure both during and after employment.”

11. In addition to business information, Lee OB stated that employees would be exposed to information “about patients, their families, their problems, and their illnesses,” and that patient information was subject to HIPAA restrictions and guidelines. Lee OB stressed that “patient confidences or any other confidential matter of business never be discussed in or outside of the office, whether among yourselves, your friends, or your family.”

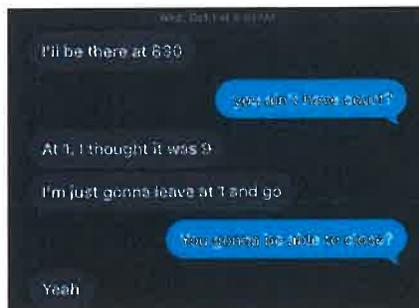
12. The handbook also contains Lee OB's social media policy, which states: “You may not share information that is confidential and proprietary about Lee OBGYN. This includes

information about...number of employees, company strategy, patient information, anything that happened in our office regarding a patient (HIPAA), and any other information that has not been publicly released by Lee OBGYN.”

13. When hired, Defendant signed a document confirming that she had read, understood, and agreed to abide by all of the rules, regulations, and requirements of Lee OB’s employee handbook, including Lee’s policies relating to privacy and confidentiality. *See* Exhibit “A.” Later, due to a policy violation, Defendant was counseled and required to sign another acknowledgment of Lee OB’s privacy policies. *See* Exhibit “B.”

14. On October 1, 2025, Defendant was scheduled to appear in the Municipal Court of Opelika, Alabama for a “six month review” relating to her criminal assault charge. This fact was completely unbeknownst to Lee OB’s administration at the time. Even though she was scheduled to work on October 1st, Defendant did not notify Lee OB’s administration of her court date, nor did she formally request time off so that she could attend court. Instead, Defendant came to work at Lee OB on October 1st as if it was business as usual.

15. In fact, when Defendant texted her coworker on the morning of October 1st to say that she would be at work at 8:30, the coworker expressed surprise that Defendant was not going to be in court. Defendant responded that court was at 1, and she was “just gonna leave at 1 and go,” but that she would be able to close the office that night. Below is a true and correct excerpt of a text exchange between Defendant and her coworker reflecting this exchange.



16. Subsequently, the Municipal Court issued a bench warrant for Defendant's arrest for her failure to appear in court on October 1st, and Defendant was arrested.

17. After being advised of Defendant's arrest by Defendant's coworker, Lee OB began investigating Defendant's criminal background and the reason for her arrest. Only then did Lee OB learn that Defendant was on probation for criminal assault, and had missed a court date on October 1st.

18. In the course of the investigation, presumably to show Lee OB that she was unfairly arrested, Defendant provided Lee OB with email correspondence between Defendant and the Municipal Court. In the correspondence, Defendant told the court administrator that she had woken up sick that morning and tested positive for COVID.

19. Of course, Defendant was at work at the time and not, in fact, sick with COVID. In her own social media comments, Defendant proclaimed that she would never be around pregnant patients if she was sick with COVID, even in a mask.



**Amber Hester**

**Katelyn Laney** My daughter had Covid a few months ago and when I informed them of that, they wanted me to come in and wear a mask at the front desk.... around pregnant patients!

I went in but I had them put me in the back in an empty pod and checked insurances and copays. Like what? No, I'm not going to be in a pregnant woman's face with Covid.

1d Like Reply



20. Indeed, if Defendant had been sick with COVID on October 1st and had come to work, she would have immediately been sent home.

21. In the October 1st email correspondence Defendant shared with Lee OB, the court administrator told Defendant that she could only be excused from her mandatory court appearance with a valid doctor's note. Therefore, on her lunch break from work, Defendant went to an urgent care and obtained a doctor's note.

22. In a meeting with Lee OB's administrator and HR manager, Defendant admitted that she was not sick on October 1st, but that she could not be excused from court due to work and needed a doctor's note. Lee OB is informed and believes, and therefore alleges, that Defendant obtained the doctor's note under false pretenses to support her manufactured excuse for not attending court. Upon information and belief, the Municipal Court did not accept the doctor's note presented by Defendant since she was arrested for failure to appear.

23. After meeting with Defendant and receiving Defendant's email exchange with the court administrator, Lee OB placed Defendant on paid administrative leave while Lee finalized its investigation of the circumstances surrounding Defendant's arrest. After reviewing all of the available evidence, including the email correspondence reflecting that Defendant had lied to court personnel regarding the reasons for not appearing in court, Lee OB determined that it was in the practice's best interest to terminate Defendant's employment.

24. On October 27, 2025, Lee OB notified Defendant that her employment was terminated effective immediately.

25. In addition to her undisclosed criminal charges and the circumstances surrounding her arrest – including dishonesty with court personnel and, on information and belief, medical professionals from whom she had obtained a doctor's note – Defendant had other valid reasons to terminate Defendant's employment. For example, Defendant had been formally counseled twice for policy violations in the four months she worked at Lee OB (including excessive tardiness and absenteeism).

26. On October 29, 2025, Defendant came to Lee OB with her minor child, ostensibly to collect her personal belongings. Defendant was not authorized to be on Lee OB's property, or

to be behind the front desk, but an employee of a third party allowed Defendant to enter the area behind Lee's front desk.

27. Before Defendant left from behind the front desk, she addressed the waiting room where a number of Lee OB's patients and family members were seated. Defendant declared loudly that she had been wrongfully fired by Lee OB, and that Lee's pregnant patients and their husbands should "be careful because [a Lee OB employee] also likes to message people on Facebook and try to sleep with their husbands while their pregnant wives come here. And I do have screenshots and proof of that. So, good luck with your patient care."

28. Defendant's minor child continued to film as Defendant exited the offices through a side door and into the parking lot. Lee OB's office staff, who had been alerted to Defendant's unauthorized presence behind Lee's front desk and her erratic speech to the waiting room, followed Defendant out of the building (contacting police to ensure that they were on the way if the situation escalated).

29. On October 30, 2025, Defendant posted her videos to social media, including Facebook and TikTok. In the videos, Lee OB's patients are visible in the waiting room, and one can also see computer screens and documents used by the practice's front desk staff.

30. Defendant included a caption stating that people should "beware of" Lee OB because it was the "shadiest 'business'" she had ever come across.



**Amber Hester** ●

Yesterday at 1:35 AM · 🌐

YALL FOLLOW ME ON TIKTOK - amberhexterxo

EDITED TO ADD : Screenshot of former patient that messaged me with yet ANOTHER TERRIBLE complaint on Morgan and the admin\*\*

!! !! BEWARE of Lee Obstetrics and Gynecology aka Lee OBGYN if you are a current patient of theirs, considering becoming a patient or considering employment with them! They are the shadiest "business" I've ever come across! And I am SO SICK of the things they get away with doing to people. !! !!

31. Defendant then proceeded to lie about the reason she was fired by Lee OB, and continued her allegation about a Lee OB employee attempting to “sleep with” the husband of a pregnant patient.

32. Along with the videos, Defendant posted a screenshot of a group text chain with the Lee OB “Front Desk Team” discussing issues relating to the practice. She also posted numerous screenshots of an alleged conversation between another Lee OB employee and a patient, as well as a screenshot of a purported complaint from a different alleged patient.

33. In the latter screenshot, the patient alleged that a Lee OB employee had told her, as she was “gushing blood 16 weeks pregnant,” that “if your child dies it’s the best thing that will happen!”

34. Lee OB has researched the allegations in this text message, and been unable to find any evidence of a complaint matching the circumstances described in the text. Lee OB has not even been able to confirm that this individual was a patient of Lee OB. Moreover, Lee OB questioned the mentioned employee regarding the incident after seeing Defendant’s posts, and the employee denied ever making such a statement.

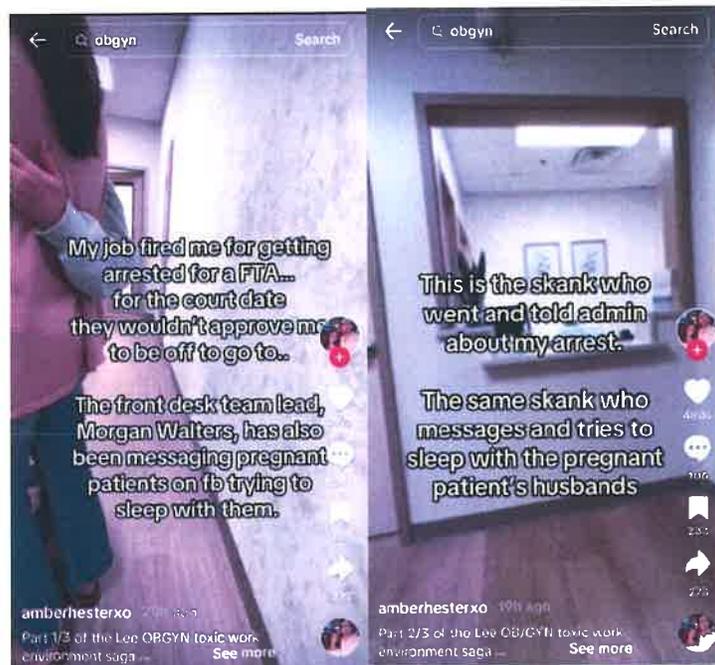
35. Defendant’s statements regarding Lee OB and its employees were false, and Defendant knew they were false when made. Defendant’s true intent was to injure Lee OB, its employees, and its business reputation, and Defendant’s statements were made with malice and ill will towards Lee OB and its employees.

36. In the comments to the Facebook post, Defendant continued to make false statements and to defame Lee OB. For example, one commenter suggested that a Lee employee violated HIPAA by “messaging a patient on fb.” Defendant responded: “Definitely a HIPAA violation!!”

37. Defendant also posted her videos on TikTok. One video was overlaid with text stating: “My job fired me for getting arrested for a FTA...for the court date they wouldn’t approve me to be off to go to...The front desk team lead...has also been messaging pregnant patients on fb trying to sleep with them.”

38. Another video of a Lee OB employee at her desk was overlaid with text stating: “The same skank who messages and tries to sleep with the pregnant patient’s husbands....”

39. True and correct screenshots of these videos and overlaid texts appear below:

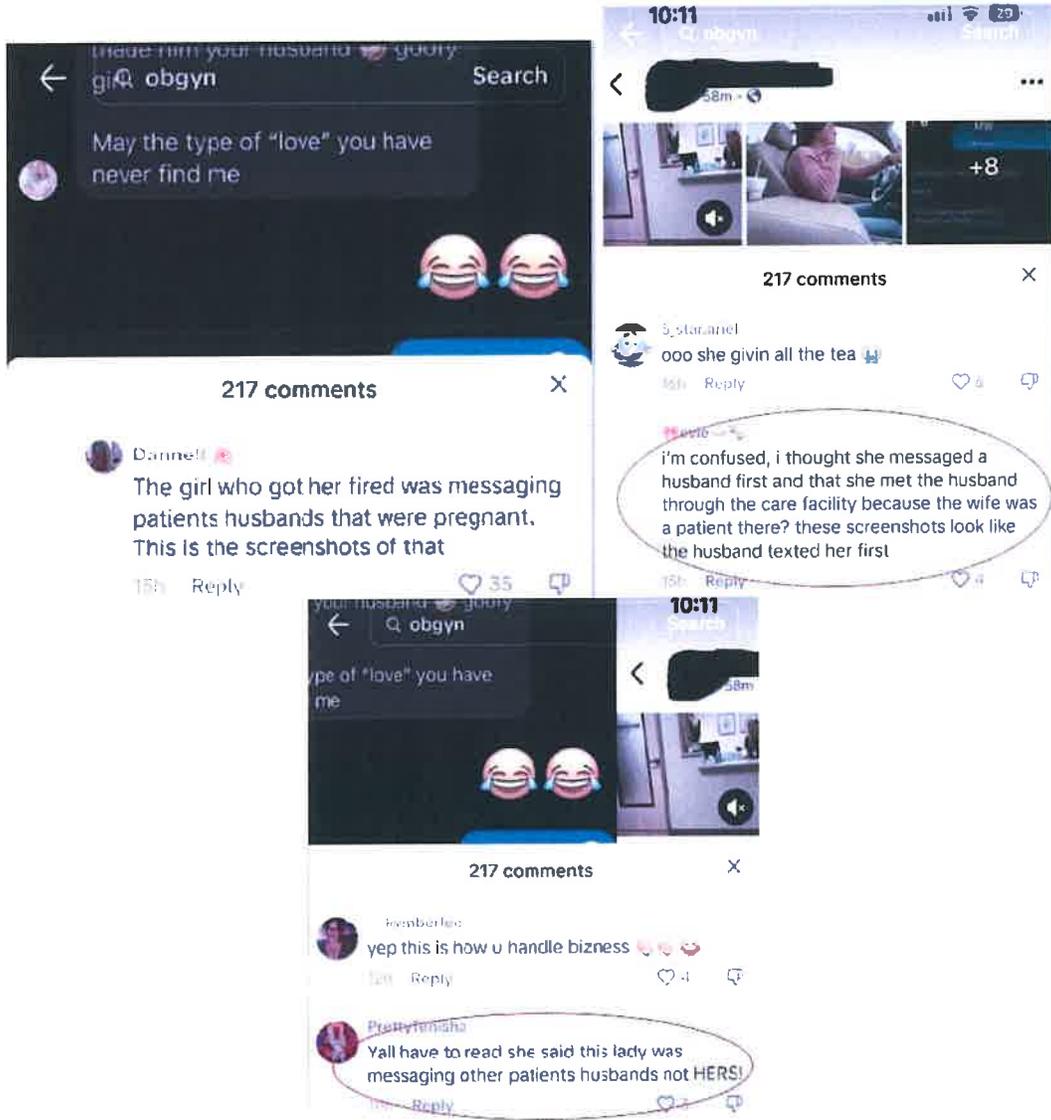


40. Defendant’s statements on TikTok were false when made, and Defendant had actual knowledge of the statements’ falsity. Defendant made the statements intentionally, with malice and ill will, or in reckless disregard of the statements’ truth or falsity.

41. It is clear that Defendant’s intent was to harm Lee OB and its business, and to smear its reputation among patients and prospective patients. In particular, Defendant clearly intended to

create the impression that Lee OB has employees who are accessing private information to target husbands of pregnant patients.

42. Defendant has been successful in creating that impression with her social media audience, as evidenced by the comments left on her posts.

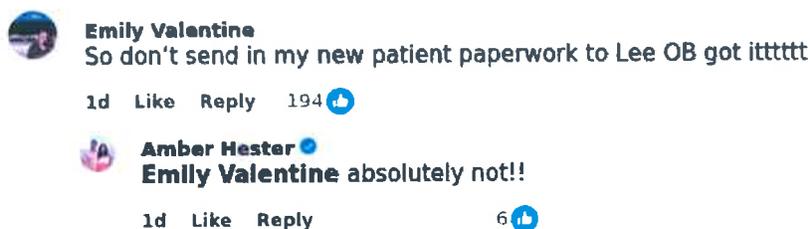


43. Defendant also sought to (and did) create the impression that Lee OB engages in unfair employment practices. Numerous individuals have expressed outrage at Lee OB's termination of Defendant's employment, encouraging Defendant to file a lawsuit and report her

firing to the EEOC. Yet the termination of Defendant's employment was no one's fault other than her own, a fact of which Defendant is well aware.

44. Defendant's false and libelous statements regarding Lee OB are having their intended effect. In the comments to Defendant's Facebook post – which now has thousands of “likes,” comments, and “shares,” more than a dozen individuals have stated that they have decided to leave the practice (or to not enroll as a new patient at the practice).

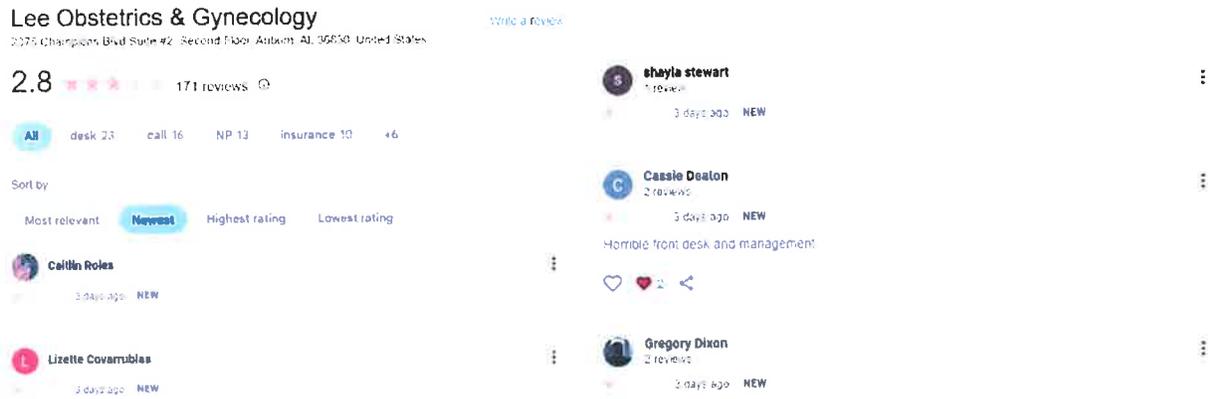
45. For example, in one comment, which has almost 200 “likes,” a woman states: “So don't send in my new patient paperwork to Lee OB got ittttt.” Defendant responded: “absolutely not!!”



46. In response to Defendant's social media activity, Lee OB and its employees have been subjected to an influx of nasty comments, messages, and voicemails (which Defendant has egged on and encouraged in social media comments).

47. The volume of messages and complaints coming through Lee OB's telephone and text messaging platforms has been staggering, and has negatively impacted Lee's ability to provide care to its most vulnerable patients. Lee OB has had to divert its employees' time and attention away from typical job duties so that they could wade through the bogus complaints caused by Defendant's actions, and identify any patients who had called with legitimate needs in respect to their care.

48. Lee OB’s rating on Google has dropped precipitously since Defendant’s posts went viral. In the last three days, Lee OB received over 1,500 Google reviews, with many leaving only “one star” and no commentary. Examples of only a small handful of these posts are below.



49. One reviewer even encourages viewers to “look this establishment up on social media prior to becoming a patient!” An accurate screenshot of this review is below.



50. Another commenter openly suggested that Defendant’s TikTok followers should “all leave reviews talking about HIPAA violations.”

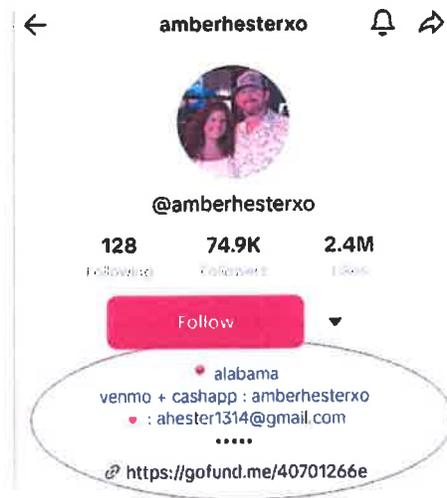


51. Lee OB has researched its recent reviews seeking to ascertain whether any of the reviewers are legitimate patients so that, among other things, Lee can address its patients' concerns and medical needs. Even though the negative reviews are far too numerous for Lee to be able to research every one, Lee has thus far been unable to confirm that even one of its recent "reviews" is from a legitimate patient.

52. On November 4th, Lee OB received a message from an investigator with the Alabama State Board of Medical Examiners. The investigator had called to notify Lee OB of a complaint received relating to Lee's privacy practices. The complainant – who Lee OB determined is not and has never been a patient of Lee – cited to Defendant's social media activity as the basis for her complaint.

53. Lee OB's employees have been targeted, and begun to fear for their personal safety as a result of being associated with the practice. Defendant has even given out the personal contact information of Lee OB personnel.

54. Meanwhile, Defendant is shamelessly attempting to profit off of her newfound "fame." She has included details of her payment apps in her posts and her TikTok profile, and also started a campaign on [gofundme.com](https://www.gofundme.com/f/leeobgynlawsuit), wherein she states that is she is trying to raise money because her employment was "wrongfully terminated" by Lee OB. *See* [gofundme.com/f/leeobgynlawsuit](https://www.gofundme.com/f/leeobgynlawsuit).



55. Lee OB attempted to resolve this matter out of court. On Friday, October 31st, Lee sent Defendant a cease and desist letter asking Defendant to remove her inaccurate, defamatory posts. Instead of removing them, Defendant ignored Lee OB entirely, then doubled down and reposted the defamatory content for a second time.

56. On November 4th, Defendant posted another video wherein she stated that viewers should stay tuned because Defendant intended to make an appearance on the news.

57. Also on November 4th, in the “Tea Time Opelika Podcast,” Defendant announced a “tell all” series, stating: “I’m not ceasing and I’m not desisting a m\*therf\*cking thing.”

58. Therefore, Lee OB has been left with no choice but to initiate this action to seek removal of Defendant’s false and libelous statements.

### **COUNT ONE** **(DEFAMATION)**

59. Lee OB adopts and incorporates by reference the previous paragraphs as if fully set forth herein.

60. Defendant negligently, recklessly, and/or intentionally published false statements regarding Lee OB’s business, employments, and employment practices.

61. Most egregiously, Defendant falsely insists that a Lee OB employee uses patient information to seek out and have affairs with the husbands of the practice's patients.

62. Defendant also insists that she was wrongly fired by Lee OB, even though Defendant knows any such statement is blatantly false.

63. Defendant's public statements have the tendency to injure and have in fact injured Lee OB's reputation and goodwill.

64. As a direct and proximate result of Defendant's defamation, Lee OB has been injured in its professional standing and reputation, and has incurred damages.

**COUNT TWO**  
**(BREACH OF CONTRACT)**

65. Lee OB adopts and incorporates by reference the previous paragraphs as if fully set forth herein.

66. Lee OB and Defendant were parties to a valid, enforceable contract.

67. The contract included, *inter alia*, confidentiality provisions relating to Lee OB's business operations, conversations between and among Lee OB personnel, and other matters of a confidential nature.

68. Lee OB fully performed its obligations under the parties' agreement.

69. Defendant breached her contract by, *inter alia*, making public posts as described herein to social media platforms such as Facebook, Instagram, and/or TikTok.

70. Lee OB has been harmed and suffered damages as a result of Defendant's breach of contract.

**COUNT III**  
**(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS)**

71. Lee OB adopts and incorporates by reference the previous paragraphs as if fully set forth herein.

72. Lee OB is a party to existing business relationships with its patients. Lee OB is also a party to prospective business relationships with potential patients, including women and pregnant women in East Alabama.

73. Defendant, with the intent to interfere in Lee OB's business relationships, made false and defamatory statements about Lee OB's practice and its employees.

74. Defendant's actions were without justification or privilege.

75. Defendant, an ex-employee, was a stranger to Lee OB's business relationships with patients.

76. As a result of Defendant's actions, Lee OB was harmed and suffered injuries.

#### **PRAYER FOR RELIEF**

WHEREFORE, as and for its prayer for relief, Lee OB requests judgment in its favor and prays for:

- a) A temporary restraining order, preliminary injunction, and permanent injunction ordering Defendant to, *inter alia*, remove any and all defamatory posts from any and all public forums, cease and desist from any future defamation, cease and desist from breaching her confidentiality obligations, and cease and desist from harassing Lee OB personnel and giving out their personal information;
- b) An award of compensatory damages;
- c) An award of punitive damages;
- d) An award of reasonable attorneys' fees and costs; and,
- e) Such other, further, and different relief that the Court deems just and proper.

Respectfully Submitted,

s/ Ellen T. Mathews

Ellen T. Mathews

Burr & Forman, LLP  
420 20th Street N, Suite 3400  
Birmingham, AL 35203  
(205) 458-5410

emathews@burr.com

**VERIFICATION**

I, ROBERT MARINO declare as follows:

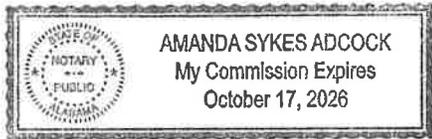
I am PARTNER of Lee Obstetrics & Gynecology, P.C., the plaintiff in the above styled cause of action, and I hereby verify the factual allegations stated in the foregoing Verified Complaint for and on behalf of Lee Obstetrics & Gynecology, P.C. I have read and examined the Verified Complaint, and the factual statements therein are true and correct to the best of my knowledge and belief. To the extent that I do not have personal knowledge of any particular factual allegation, such factual allegations have been assembled based on information and documents obtained from authorized employees and counsel of Lee Obstetrics & Gynecology, P.C., and I am informed by said individuals and/or from my review of documents that the facts alleged therein are true.

Sworn to and subscribed before me on this the 5<sup>th</sup> day of November, 2025.

Amanda Sykes Adcock  
NOTARY PUBLIC



My commission expires: 10-17-2026



# **EXHIBIT A**



**EMPLOYEE MANUAL**

“Our mission is to provide quality, attentive, responsive care for the women of Lee County and the surrounding area. To put the patient’s health and well-being first and promote women’s health in all that we do”

The Mission of Lee Obstetrics & Gynecology

Updated October 2024

This online document supersedes any printed edition of this manual.



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○ **9.4 EMPLOYEE HANDBOOK REVIEW ACKNOWLEDGEMENT**

I have read, fully understand, and agree to abide by the Lee Obstetrics and Gynecology Employee Manual's rules, regulations, and requirements.

Please initial that you have read, understand, and agree to abide by each section and then sign the bottom

Atteston	on
Atteston	; of Employee Status
Atteston	nt Policies
Atteston	of Conduct
Atteston	Salary Policies
Atteston	id Services
Atteston	Communications
Atteston	ia Policy
Atteston	er Review Policy

I understand that the policies in this handbook may be changed at any time by Lee Obstetrics and Gynecology and it is my responsibility to refer to the manual on a regular basis to keep current.

Atteston  
Employee Signature \_\_\_\_\_

06/04/2025  
Date \_\_\_\_\_

Witnessed by:

\_\_\_\_\_  
Lee Obstetrics & Gynecology Representative

\_\_\_\_\_  
Date

I understand that while I am employed at Lee Obstetrics and Gynecology, PA that I may see or hear information which is considered confidential. I understand the following information will be considered confidential:

1. Any information included in medical records or charts, including case histories, patient's diagnoses and even the fact that the patient was in the office.
2. Any financial information regarding our company, its accounts, or our customers.
3. Any human resource records of applicants or former employees.
4. Social Security numbers or addresses of employees or customers.

I understand that the above information is available only to those who need the information to conduct Lee Obstetrics and Gynecology business. This information is not to be given even to family members of the patient unless we have specific permission from the patient themselves (anyone 14 years or older). I also understand that it will be considered a violation of company policy to request or access information which I know is not needed in order for me to conduct the business for which I am employed.

I understand that Lee Obstetrics and Gynecology agrees to maintain the confidentiality of the above information and that I am PROHIBITED from disclosing any such information unless required by my specific duties and then only in the course of normal business and only to those who have a need to know. The single exception to this policy is when I am given specific instructions by my manager to disclose such information.

By signing here, I certify that I have read and understand the above information. I further understand that a violation of the confidentiality of any of the above information can result in my immediate termination as an employee of Lee Obstetrics and Gynecology.



---

**Brittany Hester**

06/04/2025

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**Date of signature**

# **EXHIBIT B**



# LEE OBSTETRICS & GYNECOLOGY

## Certification of Understanding on Confidential Information

I understand that while I am employed at Lee Obstetrics and Gynecology, PA that I may see or hear information which is considered confidential. I understand the following information will be considered confidential:

1. Any information included in medical records or charts, including case histories, patient's diagnoses and even the fact that the patient was in the office.
2. Any financial information regarding our company, its accounts, or our customers.
3. Any human resource records of applicants or former employees.
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*By signing here, I certify that I have read and understand the above information. I further understand that a violation of the confidentiality of any of the above information can result in my immediate termination as an employee of Lee Obstetrics and Gynecology.*

*A Hester*

Employee Signature

*8/11/25*

Date

*Amber Hester*

Printed Name

2375 Champions Boulevard, Suite 2  
Auburn, Alabama 36830  
334-745-6447

Memo for file:

RE: Amber Hester

On Wednesday, August 6, 2025

We ask that you read and sign the HIPPA certification again and refrain from

Signed: \_\_\_\_\_

*AHester*

Date: \_\_\_\_\_

*8/11/25*