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Superior Court of California,  
Sacramento  
07/03/2023  
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By \_\_\_\_\_ Deputy  
34-2021-00298783-CU-NP-GDS

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6 Attorney for: Defendants THE LIGHT FOR SENIORS, INC.  
7 and CAROL COSTA-SMITH

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

9 DIGNITY HEALTH, dba MERCY GENERAL )  
10 HOSPITAL, a California Nonprofit Public )  
11 Benefit Corporation, DIGNITY )  
12 COMMUNITY CARE dba METHODIST )  
13 HOSPITAL OF SACRAMENTO, A Colorado )  
14 Nonprofit Corporation, )  
15 Plaintiff, )  
16 vs. )  
17 DAPHNE MUEHLENDORF, and DOES 1 )  
18 through 10, )  
19 Defendants. )

Case No. 34-2021-00298783

ANSWER TO  
AMENDED COMPLAINT

Trial Date: November 13, 2023

20 Defendants, CAROL COSTA-SMITH, individually and doing business as THE LIGHT  
21 FOR SENIORS, INC. dba LIGHT SOURCE INSURANCE SOLUTIONS, hereby answer the  
22 complaint filed herein, for themselves only and no other Defendant, by admitting, denying, and  
23 alleging as follows:

24 1. Defendants deny generally, specifically, conjunctively, and disjunctively, each and  
25 every allegation of the complaint. Defendants further denies that Plaintiffs have been damaged  
26 in the various sums alleged or in any other sum or sums or at all.

27 FIRST AFFIRMATIVE DEFENSE

28 2. Plaintiff's right to recovery, if any, is barred by the doctrine of waiver.





1 Plaintiff Mercy further **delayed the process by taking nine days** to respond to Defendant's  
2 request for proof that Defendant Daphne Muehlendorf was in their facility so Defendant could  
3 expedite the Medi-Cal application. Upon receipt of the letter, Medi-Cal immediately began  
4 processing the Medi-Cal application. It is uncertain when Plaintiff began looking for Skilled  
5 Nursing Facilities (SNF) and when one could have been found. Medi-Cal approval is not a  
6 requirement to move a patient to a Skilled Nursing Facility.

7 17. This Defendant was never a patient in Mercy General Hospital and therefore do not  
8 continue to remain there as alleged in the Amended Complaint and all Defendants did not  
9 unreasonably and unlawfully refuse discharge.

10 18. Defendants agree that there are laws in place protecting patients and requiring a Safe  
11 Discharge. MERCY GENERAL HOSPITAL unreasonably refused to find a Safe Discharge and  
12 was trying to send Daphne Muehlendorf home for the second time. After the first time she was  
13 discharged to home by MERCY GENERAL HOSPITAL she had to be readmitted in worse  
14 condition than when she left, according to Defendant Terra Khan, her daughter, who is also a  
15 Registered Nurse. Defendant relied on Terra Khan's assessment of her mom's needs and spoke  
16 with Defendant Daphne Muehlendorf who cried and said she was afraid to return home alone.  
17 Defendants are being sued because they did not agree to an UNSAFE DISCHARGE, which is  
18 against the law and was MERCY HOSPITAL's only discharge plan. Mercy Hospital refused to  
19 even look for a SNF. Instead, they immediately got their attorney involved who began setting up  
20 his lawsuit by not responding to the care plan requested by the patient and stepped into the  
21 "Discharge Planner" role. Defendants immediately and continually requested Mercy Hospital  
22 find a SNF, which is required. Defendants have no ability to look for and provide medical  
23 documents to SNFs to request acceptance. Plaintiff's attorney purposely delayed the process so  
24 he could sue for Mercy Hospital's delay.

25 19. Plaintiffs allege, "THE LIGHT FOR SENIORS INC had advance knowledge of the  
26 unfitness of Defendant CAROL COSTA SMITH as an employee..." without any facts to  
27 substantiate said claim. Defendants were successful in stopping an UNSAFE DISCHARGE and



1 saved Defendant Daphne Muehlendorf from further possible injury, decline, and death as she  
2 was not able to return home alone. Defendant Carol Costa-Smith as an agent for THE LIGHT  
3 FOR SENIORS INC's, role was to advise the client to not accept unsafe discharges and find  
4 safe discharge solutions that the patients can afford.

5 20. Plaintiff's attorney became the main contact for Daphne Muehlendorf's discharge  
6 plan and offered one ridiculous option that any reasonable person could not accept because  
7 Defendant Daphne Muehlendorf would not be able to sign a contract stating she could pay more  
8 than her income for a sustained period of time. Further, Mercy Hospital knew that Attorney  
9 Dennis McPherson was not licensed to act in the capacity of a Discharge Planner and was  
10 required to have a supervisor in that capacity. Attorney Dennis McPherson refused to state who  
11 his supervisor was in his capacity as Discharge Planner. Note that Daphne's condition and needs  
12 were discussed with Attorney McPherson and he was making decisions on what care was  
13 offered. It was not until he offered "a SNF," did Defendants say yes. Defendants agreed to the  
14 very first SNF offered, as originally requested, and as required by Mercy Hospital to find.  
15 Mercy Hospital knew that Attorney Dennis McPherson was NOT LICENSED to act as a  
16 Discharge Planner and was unfit in that capacity, but did use that position to set up Defendants  
17 for a lawsuit. Mercy states Defendants ignored "all discharge options," but only offered ONE  
18 that Defendants refused due to affordability after 90 days. Defendants did nothing "unlawfully"  
19 and it would have been "unreasonable" to advise her clients sign a Care Contract that Daphne  
20 Muehlendorf and her daughters could not afford, especially since there were affordable options  
21 that Mercy General refused to provide in the beginning.

22 21. Defendants did successfully implement the care plan that was initiated from the start.  
23 Defendant Daphne Muehlendorf did go to a Skilled Nursing Facility, she completed her  
24 rehabilitation at Bruceville Terrace and was there at least one day after her rehabilitation ended  
25 as was a requirement for this care plan. She was then moved to Legacy Oaks Assisted Living  
26 Facility on the Assisted Living Waiver Program (ALWP) under Medi-Cal with a monthly rent of  
27

1 \$1155, which was within her income. All delays were due to Mercy Hospital and Attorney  
2 Dennis McPherson's "wrongful conduct."

3 22. Defendants requested a SNF placement immediately and all Defendants wanted  
4 Daphne Muehlendorf to leave immediately to a SNF. But Mercy Hospital did not look for a SNF  
5 as required ("must") by "42 CFR 482.43(c)(6): The hospital **must** include in the discharge plan  
6 a list of HHAs or SNFs..." Defendant also knew about COVID, but that does not require  
7 Daphne Muehlendorf to go home to die so someone else can have her bed. Defendants were  
8 doing everything possible to get a SAFE DISCHARGE and Mercy Hospital was causing delays.  
9 Defendants also know the requirements of the Discharge Planners' role and Daphne  
10 Muehlendorf's Patient Rights. Mercy Hospital and their attorney unlawfully ignored Daphne's  
11 right to participate in her own Discharge Plan. Her only request was that she not be discharged  
12 to home alone, and that she would be moved to a facility she could afford.

13 **42 CFR 482.13(b)(1) & (2)**

14 (b) **Standard: Exercise of rights.**

15 (1) The patient has the right to participate in the development and implementation of his or  
16 her plan of care.

17 (2) The patient or his or her representative (as allowed under State law) has the right to make  
18 informed decisions regarding his or her care. The patient's rights include being informed of  
19 his or her health status, being involved in care planning and treatment, and being able to  
20 request or refuse treatment. This right must not be construed as a mechanism to demand the  
provision of treatment or services deemed medically unnecessary or inappropriate.

21 Patients have rights to participate in their discharge plan and the hospital is required to provide a  
22 SAFE DISCHARGE that they can afford. Defendants broke no laws and only asserted their  
23 rights. Mercy Hospital tried to break the law and was stopped, and then failed to do the one  
24 thing that was requested and that they "**must**" do, and that was to provide a SNF discharge. To  
25 fail to do that and delay this discharge only makes Mercy Hospital aggrieved by their own  
26 inaction.

1           23. Mercy Hospital should pay for their own delays and inaction. THE LIGHT FOR  
2 SENIORS INC is located in San Diego and relies on patients and their families to determine their  
3 own needs. Carol Costa-Smith is not a licensed medical professional and does not medically  
4 assess THE LIGHT FOR SENIORS INC clients.

5           24. A CCA (Care Coordinating Agency) is contracted with Medi-Cal to administer the  
6 Assisted Living Waiver Program (ALWP). The CCA who worked on Defendant's case is Senior  
7 Care Solutions and the RN who evaluated Daphne is Lauren Firenze. In the many years THE  
8 LIGHT FOR SENIORS INC has been working in coordination with Senior Care Solutions,  
9 Lauren has only provided approval or denial. It is not necessary that THE LIGHT FOR  
10 SENIORS INC know the Tier Level of their clients because it does not affect the Medi-Cal  
11 aspect. Sometimes the client or family will let THE LIGHT FOR SENIORS INC know of the  
12 Tier Level, but that is rare. Daphne Muehlendorf was "approved" for the ALWP as per her  
13 assessment. That requirement would be that she was not safe to return home alone.

14           25. That Defendants "were provided multiple safe placement options" is factually false.  
15 Plaintiff's attorney knows it is false because he was the only one offering placement options.  
16 One non-SNF facility was offered, that Mercy would pay for 90 days, then after that the patient  
17 must assume the cost of the rent that greatly exceeded her income. She could not sign this  
18 contract. The only SNF that was offered was accepted immediately, at the time it was offered.  
19 Defendant said YES!

20           26. Defendants were concerned about Daphne Muehlendorf's safety, which was no  
21 concern to Mercy Hospital or their attorney. Defendants are not required by law to sacrifice  
22 Daphne because someone needs her bed and Mercy will not provide a SNF placement. Plaintiffs  
23 claim there were "multiple facilities" but continuously mention just the ONE where Mercy will  
24 pay for 90 days. Daphne had mental capacity to participate in her own care plan, which was her  
25 Patient's Right, which was ignored "intentionally," "recklessly," and with "conscious disregard  
26 for the consequences" for the Defendant's SAFETY.

1           27. Attorney Dennis McPherson was “the Discharge Team” and Defendants cooperated  
2 fully with him as he set everyone up for a lawsuit. Defendant did talk with a placement agent  
3 who told her the rent would exceed \$3,500 per month, which exceeded Daphne’s income and  
4 ability to pay after the 90 days. Defendant told the agent that the facility must write in the  
5 contract that the rent will never exceed her client’s income and was told no one would provide  
6 such a contract. No facilities were offered by the placement agent. Mercy should have been  
7 looking for a SNF.

8           27. The Mercy General physician deemed Daphne Muehlendorf eligible for discharge  
9 and Defendants immediately requested a SNF placement. Defendant daughter Terra Khan is an  
10 RN and never told THE LIGHT FOR SENIORS INC that it was safe for Daphne to return home,  
11 and in fact said that it was UNSAFE for her to be discharged to home. Defendant daughter Petra  
12 Coffin also did not say it was safe to go home. Senior Care Solutions’ Lauren Firenze RN  
13 evaluated Daphne Muehlendorf and approved her for the ALWP which requires her need for  
14 facility care. Hospital goals met often fall short for safety at home alone. That she was approved  
15 for the ALWP means she needs significant care and/or supervision. There were only three  
16 choices: Unsafely discharge her to home, discharge her to a facility she could not afford, or  
17 discharge her to a SNF, which is required by law that Mercy Hospital discharge planners  
18 provide. Defendants agreed to the FIRST ONE offered.

19           28. What Defendant’s needed to know was, “What are her care needs?” Plaintiff does  
20 not care what happens to her after she leaves because it becomes her working daughters problem  
21 to keep her safe and alive and home care was not the option. It does not matter what a doctor or  
22 physical therapist thinks or what Tier Level someone rates. Defendant needed care, and Mercy  
23 Hospital did not accurately assess her care needs and initially refused to provide for her actual  
24 care needs. If she can walk 100 steps and falls over because her blood sugar is not managed  
25 properly, it does not matter if the PT goals are met.

26           29. Defendant did read the Bruceville Terrace discharge document after Daphne  
27 Muehlendorf moved to Legacy Oaks and it confirmed that Daphne needed facility care. Mercy

1 Hospital refused to work with Daphne Muehlendorf and her advocate THE LIGHT FOR  
2 SENIORS INC to immediately look for a SNF. Instead they brought in an unlicensed Discharge  
3 Planner who held himself out to be nice and helpful, and with whom THE LIGHT FOR  
4 SENIORS INC took all his calls and answered all his emails and explained over and over and  
5 over why Daphne needed to go to a SNF, and continued to cooperate until THE LIGHT FOR  
6 SENIORS INC was told that she was going to be sued and then insisted on continued  
7 cooperation after she was told she was going to be sued so he could gather more information and  
8 trap Defendants in his lawsuit. Defendants cooperated fully with Plaintiff's attorney.  
9 Defendants did not cause a "blockade" of the hospital, which is the only law Plaintiff's attorney  
10 could find to sue Defendants when Plaintiff had dirty hands in not allowing Defendant to be  
11 discharged to a SNF as required by law. Not allowing an UNSAFE DISCHARGE, which  
12 Plaintiff admits is ILLEGAL, does NOT constitute a "blockade." Because Defendants did not  
13 allow Mercy Hospital to break the law, does not mean Defendants broke the law. Mercy  
14 Hospital broke the law by not providing a SNF placement immediately and dragging Defendants  
15 and DOES 1 through 10 through this lawsuit.

16 30. Defendants did not "commit malice," "fraud" or "oppression." In this case, Mercy  
17 Hospital refused to cooperate. Instead they brought in their attorney right away to act as an  
18 unlicensed Discharge Planner and set Defendants up for a lawsuit. This has caused a lot of lost  
19 time, attorney's fees, and stress on all the defendants. Defendants should recover their costs and  
20 damages for a malicious lawsuit.

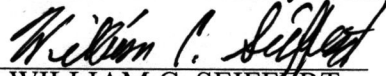
21 31. Defendants never misrepresented Daphne's physical condition. In fact her condition  
22 was evaluated and Mercy Hospital's physicians and physical therapists were contradicted by the  
23 ALWP evaluation. Mercy Hospital's evaluation was malicious so as to allow an unsafe  
24 discharge with no regard for Daphne's safety or her Patient Rights. Due to laws in place  
25 protecting patients and requiring a safe discharge, MERCY GENERAL HOSPITAL cannot  
26 discharge defendants unless there is safe, accepting placement. Patients are entitled to say no to  
27 specific SNFs or facilities based on their start rating or location, or smell. Bruceville Terrace is a



1 ONE STAR out of FIVE. Defendants accepted it just to get her out of that hospital and away  
2 from the harassment Daphne incurred by the staff.

3 WHEREFORE, these answering Defendants pray that Plaintiff take nothing by reason of  
4 the complaint filed herein; that answering Defendants be awarded attorney fees and costs of suit  
5 incurred herein; and for such other and further relief as the Court may deem just and proper.

6 Dated: June 30, 2023

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8 WILLIAM C. SEIFFERT  
9 Attorney for Defendants  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address): William C. Seiffert 140291 Law Office of William C. Seiffert P.O. Box 3231 Citrus Heights, CA 95611-3231 TELEPHONE NO.: (916) 729-6249 FAX NO. (Optional): E-MAIL ADDRESS (Optional): wseiffert@att.net ATTORNEY FOR (Name): Defendants Costa-Smith & Light for Seni	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento</b> STREET ADDRESS: 720 - 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento, CA 95814-1398 BRANCH NAME: Gordon D. Schaber Courthouse	
PETITIONER/PLAINTIFF: DIGNITY HEALTH ET AL  RESPONDENT/DEFENDANT: DAPHNE MUEHLENDORF ET AL	
<b>PROOF OF SERVICE BY FIRST-CLASS MAIL - CIVIL</b>	CASE NUMBER: 34-2021-00298783

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:  
P.O. Box 3231  
Citrus Heights, CA 95611
- On (date): 7/1/23 I mailed from (city and state): Citrus Heights, CA  
the following documents (specify):  
Amended Answer to Amended Complaint

The documents are listed in the Attachment to Proof of Service by First-Class Mail - Civil (Documents Served) (form POS-030(D)).

- I served the documents by enclosing them in an envelope and (check one):
  - depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:
  - Name of person served: Dennis P. McPherson, Esq. Ulric N. Duverney, Esq.
  - Address of person served:  
455 University Avenue, Suite 360 Sacramento, CA 95825      3838 Watt Avenue, Suite E-510 Sacramento, CA 95821

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail-Civil (Persons Served) (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 7/1/23

WILLIAM C. SEIFFERT  
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

  
(SIGNATURE OF PERSON COMPLETING THIS FORM)