

Unofficial Document

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Sonoran Wellness & Rehab
Dr. Samuel Rodriguez, D.C., C.C.S.P.
4140 E Baseline Rd Suite 103
Mesa, Az, 85206
Ph 480-233-9505
Fax 480-530-5389
Service Dates: 11/12/2025 & still treating
Account Balance: \$250 plus cost of additional treatments

Notice and Claim of Medical Lien

Agreement by Patient granting Physician a Lien and promising to pay Physician for Medical Services

Patient name: Matthew Giannotti DOB: 06/18/1980

Address: 10457 E. Jeab Ave City: Mesa State: AZ

Zip Code: 85209 Date of Accident: 10/27/2025

THIS IS A LEGAL DOCUMENT READ THE FOLLOWING CAREFULLY

I, Matthew Giannotti, do hereby acknowledge and grant to my physician, Samuel Rodriguez, D.C. Sonoran Wellness & Rehab a LIEN as surety for payment for any and all medical services already rendered to me or to be rendered on my behalf, the AMOUNT of any said LIEN to be equal to the total dollar amount already billed or to be billed or to be billed by said physician for ANY and ALL medical services incurred and provided to me as a result of the accident, injury, or illness relating to the above. I authorize and direct you, my attorney/insurance carrier, to pay directly to said doctor such sums as may be due and owing for service rendered to me. This LIEN shall be effective against ANY and ALL payment(s), settlement(s), judgement(s), award(s), claim(s) or verdict(s) made by me or to me, entered on my behalf, or agreed to by my legal representative, which relate(s) to the above-numbered claim(s), accident(s), injury, or illness, whether or not said payments are made by 3rd party payers and/or 1st party payers under the provisions of any first party agreements which injures to my benefit, including liability, medical payment, health insurance, uninsured and under insurance benefits. I UNDERSTAND that I am, and continue to be, PERSONALLY RESPONSIBLE for ANY and ALL MEDICAL BILLS presented to me by my physician, and that this agreement granting my physician a LIEN is made for valuable consideration received by me from my physician, i.e. his agreement to await payment for said medical services until said payment(s), settlement(s), judgment(s), award(s), claim(s) or verdict(s) is/are received or entered, OR until REASONABLE TIME has passed since said medical service(s), whichever occurs FIRST. I FURTHER ACKNOWLEDGE that even if I do not receive any monies or payments as a result of my accident or illness claim(s), I HEREBY AGREE that I still owe my physician, and hereby PROMISE TO PAY my physician in a timely manner, for all medical services rendered by him to me. This PROMISE TO PAY for medical services is NOT contingent upon any payment(s), settlement(s), judgment(s), award(s), claim(s), or verdict(s) which I may receive. I authorize Sonoran Wellness & Rehab to sign my name to any check written in both our names where such checks are in payments for its services regarding my injury. I hereby agree that I shall not submit any of the medical bills arising out of this lien for payment to any government sponsored health plan.

including but not limited to, Medicare and AHCCCS unless it is agreed by you, my said provider/doctor, to do so. Finally, this confirms that as a special consideration to you, my physician/provider, I agree that I will not seek to have you pay or share in (or be required to pay) any proportional share (of) any of the collection costs, including attorney fee and cost incurred by me in obtaining the common fund recovery (the settlement, judgment, or award as to my third party claim for my accident injuries) from which you are likely to be paid as authorized pursuant to LeBombard v. Samaritan Health Systems, 195 Ariz 543, 991 P.2nd 446 (App. 1998). Instead, I Agree to pay the full amount of the reasonable treatment billings of you, my said physician/provider, for treatment of my accident related injuries, without any reduction for any proportional share of my legal fees and costs in obtaining the common fund recovery, and without reduction of your reasonable charges for any other reason (to the extent my recovery allows). Also this lien is enforceable under AZ law pursuant to ARS 33-931 et. al. It is enforceable by creating a personal contract between Sonoran Wellness & Rehab and you and your lawyer and provides guarantees and security for payment Sonoran Wellness & Rehab bill for services by you and your attorney. This consensual lien and assignment is to continue, enforce and be binding if I should decide to change physicians and/or attorneys in the future. I have read, fully understand and hereby agree to this document and hereby sign with the full intent that I be legally bound to the terms promises and conditions contained therein. This lien is irrevocable. There will be a lien placed with Maricopa County Recorders Office. Once the full amount of the bill has been paid, the lien will be taken off. The treatment will be continued.

Patient Name: Matthew Gernhardt

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Signature: M. Gernhardt

Date: 11/12/2025

Parent or Guardian: _____

Signature: _____

Date: _____

Witness Name: Dr. Sam Rodriguez

Signature: Dr. Sam

Date: 11/12/2025

Name of at fault driver: _____

Insurance Company: _____

Location of Accident: _____