

# Unofficial 20 Document

SMPL Health, LLC  
1130 E. Missouri Ave Suite 204  
Phoenix, AZ 85014  
602.283.4711 (O) 623.240.1079 (F)  
Service Dates: 10/07/2025  
and still treating  
Account Balance: \$ 686<sup>00</sup> +  
[Plus cost of additional treatments]  
County & State: Maricopa, AZ

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## Notice and Claim of Medical Lien

### AGREEMENT BY PATIENT GRANTING PROVIDER A LIEN AND PROMISING TO PAY PROVIDER FOR MEDICAL SERVICES

Patient Name: Mark Christopher Kula DOB: 12/26/1970  
Address: 8639 N 7th St City: Phoenix State: AZ Zip: 85020  
Date of Accident: 9/07/2025

### THIS IS A LEGAL DOCUMENT READ THE FOLLOWING CAREFULLY

I, Mark Kula (Mark Kula), do hereby acknowledge and grant to my provider at SMPL Health 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 by said provider 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 provider such sums as may be due and owing him/her for the service rendered to me. This lien shall be effective against any and all payment(s), settlement(s), judgment(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, 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 inure to my benefit, including liability, medical payment, health insurance, uninsured and under insured benefits. I understand that I am, and continue to be, personally responsible for any and all medical bills presented to me by my provider, and that this agreement granting my provider a lien is made for valuable consideration received by me from my provider, i.e. his/her 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 a 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 provider, and hereby promise to pay my provider in a timely manner, for all medical services rendered by him/her 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 SMPL Health to sign my name to any check written in both our names where such checks are in payment 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, to do so. Finally, this confirms that as a special consideration to you, my 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 costs 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 LaBombard v. Samaritan Health Systems, 195 Ariz 543, 991 P.2d 446 (App. 1998). Instead, I agree to pay the full amount of the reasonable treatment billings of you, my said 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 full extent my recovery allows]. Also, this lien is enforceable under AZ law pursuant to ARS §33-931 et. al. It is also enforceable by creating a personal contract between SMPL Health and you and your lawyer and provides guarantees and security for payment of SMPL Health's 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 providers 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.

Signature: [Signature] Date: 10-2-25

Name of at fault driver, insurance company, location of accident: \_\_\_\_\_

Based upon information and belief, the content herein is true: Yareli Valverde 10/7/25  
Employee Name Date

I understand, being attorney of record for the above named patient/client, that the above is a valid lien, I hereby acknowledge receipt of same, and I agree to honor same.

Name: Horgan & Morgan Attorney Signature: \_\_\_\_\_ Date: \_\_\_\_\_