

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the United States Department of Justice Drug Enforcement Administration (“DEA”) (collectively the “United States”) and Luis Carlos Cordova (“Mr. Cordova”), (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. Mr. Cordova was previously issued DEA certificate of registration numbers MC1416228 and MC3363760. Mr. Cordova operates Limitless Aesthetics and Healthcare in Santa Teresa, New Mexico (“Limitless Aesthetics”).

B. The United States contends that it has certain civil claims against Mr. Cordova as follows:

- i. With respect to Limitless Aesthetics’ 2021 biennial inventory, that Mr. Cordova failed to record the count (or volume) for the controlled substances listed in the inventory, contrary to 21 C.F.R. §§ 1304.11 and 1304.22(a) and (c); and that Mr. Cordova failed to account for two-hundred and forty (240) dosage units of controlled substances, contrary to 21 U.S.C. § 827 and 21 C.F.R. § 1304.21;
- ii. With respect to Limitless Aesthetics’ 2022 Biennial Inventory, that Mr. Cordova failed to record the count (or volume) and the finished form for the controlled substances listed in the inventory, contrary to 21 U.S.C. § 827 and 21 C.F.R. § 1304.21; and that Mr.

Cordova failed to account for four (4) dosage units of controlled substances, contrary to 21 U.S.C. § 827 and 21 C.F.R. § 1304.21;

- iii. That Mr. Cordova failed to record the actual date of receipt for controlled substances, for deliveries of controlled substances from Calvin Scott and Co., Inc. dated September 18, 2020, January 4, 2021, February 4, 2021, and April 14, 2021, contrary to 21 U.S.C. § 827 and 21 C.F.R. § 1304.21; and
- iv. That Mr. Cordova failed to record the bottle size for two hundred and sixty-nine (269) entries on Limitless Aesthetics' controlled substances dispensing logs for the period between September 30, 2020 and May 15, 2022, contrary to 21 C.F.R. § 1304.22.

That conduct is referred to below as the "Covered Conduct."

This Agreement is neither an admission of liability by Mr. Cordova nor a concession by the United States that its claims are not well founded. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

#### TERMS AND CONDITIONS

1. Mr. Cordova shall pay to the United States seventy thousand dollars (\$70,000) ("Settlement Amount"), which represents civil penalties under the CSA, by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of New Mexico, no later than the latest of

thirty (30) days after the Effective Date of this Agreement, or thirty (30) days after the electronic payment written instructions are delivered to counsel for Mr. Cordova.

2. In the event Mr. Cordova fails to timely pay the Settlement Amount as provided in Paragraph 1, interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of default, on the remaining unpaid total (principal and interest balance.)

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, the United States releases Mr. Cordova from any civil or administrative monetary claim the United States has for the Covered Conduct under the CSA.

4. Notwithstanding the release given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals.

5. Mr. Cordova waives and shall not assert any defenses Mr. Cordova may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

6. Mr. Cordova fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Mr. Cordova has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

7. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Mr. Cordova, Limitless Aesthetics, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audits and civil investigations of the matters covered by this Agreement;
- (3) Mr. Cordova's investigation, defense, and corrective actions undertaken in response to the United States' audits and civil investigation and any criminal investigation in

connection with the matters covered by this Agreement  
(including attorneys' fees);

- (4) the negotiation and performance of this Agreement;
- (5) the payment Mr. Cordova makes to the United States  
pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Mr. Cordova, and Mr. Cordova shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Mr. Cordova shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Mr. Cordova or any of its subsidiaries or affiliates from the United States. Mr. Cordova agrees that the United States, at a minimum, shall be entitled to recoup from Mr. Cordova any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Mr. Cordova's and Limitless Aesthetics' books and records and to disagree with any calculations submitted by Mr. Cordova regarding any Unallowable Costs included in

payments previously sought by Mr. Cordova, or the effect of any such Unallowable Costs on the amount of such payments.

8. This Agreement is intended to be for the benefit of the Parties only.

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

11. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of New Mexico. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

15. This Agreement is binding on Mr. Cordova's heirs and assigns.

16. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

17. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_


BY: \_\_\_\_\_  
Sean M. Cunniff  
Assistant United States Attorney  
District of New Mexico

**LUIS CARLOS CORDOVA**

DATED: 11/18/2025

BY:   
Luis C. Cordova

DATED: 11/18/25

BY:   
Lynette Byrd  
OBERHEIDEN, P.C.  
Counsel to Luis Cordova