

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

Plaintiff,

v.

ELIZABETH J. ALLEN,

Defendant.

Case No. 1:21-cv-02905-DLB

**CONSENT DECREE AND PERMANENT INJUNCTION**

Plaintiff, the United States of America (the "United States"), by its attorneys, Erek L. Barron, United States Attorney for the District of Maryland, Alan C. Lazerow, Assistant United States Attorney for that district, and Donald Lorenzen and Thomas S. Rosso, Trial Attorneys, Consumer Protection Branch, United States Department of Justice, has filed a *Complaint for Permanent Injunction and Civil Penalties* (the "Complaint"), alleging that Elizabeth J. Allen ("Allen," and together with the United States, the "Parties") has violated the Controlled Substances Act, 21 U.S.C. §§ 801 *et seq.* (the "CSA"), that the United States is entitled to permanent injunctive relief against Allen, and that Allen is liable to the United States for civil monetary penalties for her CSA violations. The Parties stipulate to the entry of this *Consent Decree and Permanent Injunction* (the "Consent Decree") to resolve the disputed matters the United States asserts in the Complaint, with the following terms and provisions.

**THE PARTIES**

1. The Plaintiff is the United States, acting on behalf of the Drug Enforcement Administration (the "DEA").

2. Defendant Elizabeth J. Allen, P.A., is a citizen of the State of Maryland, and formerly practiced at the Centers for Rehabilitation, Pain Management, and Wellness, in

Pikesville, Maryland, within the District of Maryland. Allen was assigned DEA registration MA1246950 for prescribing Schedule II-V drugs in her practice as a physician assistant. Allen's DEA registration was retired on August 1, 2020.

RECITALS

3. In the Complaint, the United States alleges that Allen violated of the CSA; more specifically, 21 U.S.C. §§ 841(a)(1), 842(a)(1), 842(c)(1)(A), 843(f), and 829(a); and 21 C.F.R. § 1306.04(a). The United States alleges that Allen repeatedly wrote improper controlled substance and opioid prescriptions without a legitimate medical purpose and outside the usual course of professional practice.

4. The United States alleges, among other things: On specified dates, Allen knowingly or intentionally issued unlawful prescriptions for, and distributed and dispensed, controlled substances without a legitimate medical purpose and outside the usual course of professional practice in violation of 21 U.S.C. §§ 829 and 841(a)(1), 842(a)(1), and 21 C.F.R. § 1306.04; that Allen is liable to the United States for each violation under 21 U.S.C. § 842(c)(1)(A) and 28 C.F.R. § 85.5; and that the United States is entitled to injunctive relief under 21 U.S.C. §§ 843(f) and 882(a).

5. Allen denies all such allegations and asserts that controlled substances were prescribed by treating physicians in accordance with the standard of care for pain management practices. Allen further asserts that, in prescribing the controlled substances, was following the physicians' treatment plans.

6. The conduct described in Paragraphs 3-4 is referred to as the "Covered Conduct."

7. Allen agrees to waiver service of the Complaint and the related summons.

8. To avoid the delay, uncertainty, inconvenience, and expense of protracted

litigation, the Parties reach and full and final settlement as set forth below.

**TERMS AND CONDITIONS**

NOW, THEREFORE, before the taking of any testimony, without the admission of any issue of fact or law, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated here, in the Parties agree as follows, and IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Court has jurisdiction over the subject matter of this action and the Consent Decree under 21 U.S.C. §§ 843(f) and 882(a), and 28 U.S.C. § 1345. For purposes of this Consent Decree, Allen consents to this Court's jurisdiction over this Consent Decree and over her.

2. Venue is proper in this District under 21 U.S.C. § 843(f)(2) and 28 U.S.C. § 1391(b). For purposes of this Consent Decree, Allen consents to venue in this judicial district.

3. The Complaint states a claim upon which relief can be granted.

4. The Parties recognize, and the Court by entry of this Consent Decree finds, that this Consent Decree has been negotiated by the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

5. Upon entry of this Consent Decree, Allen is hereby permanently restrained and enjoined from directly or indirectly administering, dispensing, prescribing, or distributing any controlled substance, with the meanings of those terms as defined in 21 U.S.C. § 802.

6. Allen also agrees that she shall never apply for, or seek the renewal or reinstatement of, a registration under the CSA or the regulations promulgated thereunder, from the DEA or otherwise, whether on her own behalf or on behalf of a corporate entity. If any such applications are pending, Allen agrees to withdraw those applications and that no additional action will need to be taken by the DEA for any such application. If, notwithstanding the provisions in this Paragraph,

Allen applies or seeks the renewal or reinstatement of a registration under the CSA, and if the DEA takes any action on such an application favorable to Allen, both Allen's application and the DEA's action shall be a legal nullity.

7. Allen's obligations under this Consent Decree shall be in addition to, and not in derogation of, all requirements imposed on her under all applicable federal, state, and local laws, including the requirements set forth in Title 21 of the United States Code and the regulations promulgated thereunder.

8. In any criminal prosecution or administrative action that the United States may bring relating to the Covered Conduct, Allen waives and shall not assert any defense based in whole or in part on a contention that such prosecution or action is barred under the Double Jeopardy Clause of the Fifth Amendment to the Constitution, or under the Excessive Fines Clause under the Eighth Amendment to the Constitution.

9. Allen 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 Allen has asserted, could have asserted, or may assert against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

10. In consideration of full and timely performance of the obligations provided in the Consent Decree, the United States releases and discharges Allen from any civil monetary claim the United States has for the Covered Conduct under the CSA.

11. This Consent Decree is intended to be for the benefit of the United States and Allen only. The United States and Allen do not release any claims against any other person or entity.

12. Notwithstanding any term of this Consent Decree, specifically reserved and

excluded from the scope and terms of the releases herein as to any entity or person are the following:

- a. Any liability arising under Title 26 of the United States Code;
- b. Any criminal liability;
- c. Except as explicitly stated in this Consent Decree, any administrative liability to any federal agency, including mandatory and permissive exclusion from Federal health programs;
- d. Any liability to the United States or its agencies for conduct other than the Covered Conduct; and
- e. Any liability based on obligations that this Consent Decree creates.

13. Should Allen violate the terms in this Consent Decree, any of the following may occur in the discretion of the United States:

- a. The United States may declare this Consent Decree violated and proceed against Allen for enforcement by the Court, including contempt remedies. Upon seeking enforcement, Allen agrees not to plead, argue, or otherwise raise any defense under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims; and

- b. If the United States prevails in seeking to enforce any term of this Consent Decree, the United States shall be entitled to an award of attorneys' fees and costs in its favor and against Allen for the time spent in prosecuting such action.

14. Each of the Parties shall bear its or her own legal and other costs incurred in connection with this matter, including the preparation and performance of this Consent Decree.

15. Allen represents that she freely and voluntarily enters into this Consent Decree

without any degree of duress or compulsion.

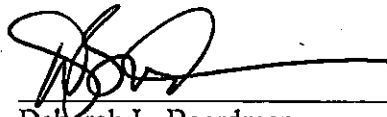
16. Undersigned counsel represent and warrant that they are fully authorized to execute this Consent Decree on behalf of the persons or entities indicated below.

17. This Consent Decree constitutes the complete understanding and agreement of the Parties relating to the Covered Conduct, and shall be interpreted by the Court within its four corners, without consideration of any alleged collateral agreements. Any changes or modifications to the Consent Decree must be in writing and signed by all Parties and entered by the Court.

18. The Parties consent to the United States' disclosure of this Consent Decree, and information about this Consent Decree, to the public, and Allen expressly consents to such release and disclosure under 5 U.S.C. § 552a(b).

19. This Court retains exclusive jurisdiction over this action and the Parties to enforce and modify the Consent Decree and to grant such additional relief as may be necessary or appropriate. This Consent Decree is governed by the laws of the United States.

20. The Parties may execute this Consent Decree in counterparts.



Deborah L. Boardman  
United States District Judge

11/18/21

[signatures on next page]

Dated: November 13, 2021

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Acting Assistant Attorney General  
Civil Division

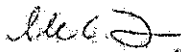
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Respectfully submitted,


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By:  Digitally signed by ALAN LAZEROW  
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