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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

STEVEN BAILEY; and GLOBAL COIN
LOGISTICS, LLC,

Plaintiffs,

v.

DRUG ENFORCEMENT
ADMINISTRATION;

TERRANCE C. COLE, in his official
capacity as Administrator of the DEA; and
JAMES NUNNALLEE, in his official
capacity as Special Agent in Charge of the
DEA's San Diego Division,

Defendants.

Case No.: _____

**REVIEW OF
ADMINISTRATIVE ACTION
CIVIL RIGHTS**

**COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF**

INTRODUCTION

1. This civil-rights lawsuit seeks to vindicate the due process rights of Plaintiffs Steven Bailey and Global Coin Logistics, LLC (“GCL”), whose property Defendant Drug Enforcement Administration (“DEA”) seized and now seeks to forfeit by way of a Notice of Seizure of Property and Initiation of Administrative Forfeiture Proceedings (a “Notice”). The DEA sends these Notices at a critical time when the recipient must decide how to defend their interest in the seized property, and yet the Notices fail to inform the recipient what—if anything—the DEA thinks they have done wrong.

2. This is exactly what happened to Plaintiffs Steven Bailey and GCL. After the DEA seized \$320,000 of GCL’s currency from a GCL employee during a domestic transport in San Diego, it issued a Notice. The Notice accused Plaintiffs of no specific crime nor stated any facts connecting them to any crime. Instead, the Notice invoked 21 U.S.C. § 881, a statute that authorizes forfeiture as a consequence of dozens of distinct controlled substance offenses, none of which the Notice identified.

3. Left in the dark about what specific crime, if any, the DEA believed Plaintiffs’ property was connected to, Plaintiffs filed a Petition for Remission asking the DEA to return their property. Today, the DEA still has Plaintiffs’ \$320,000 and has not told them why.

4. Plaintiffs’ ordeal is not unique. Upon information and belief, the DEA issues hundreds, if not thousands, of similarly uninformative Notices to unsuspecting property owners each year. Like the Notice Plaintiffs received, these Notices fail to tell recipients the specific legal or factual reasons the DEA seized and wants to forfeit their property.

5. The DEA’s Notices are unconstitutional. Due process under the Fifth Amendment to the United States Constitution means that people ensnared in forfeiture proceedings are entitled to information sufficient to give them an opportunity to respond meaningfully and effectively to the DEA’s Notice. At the very least, that means the DEA’s Notices must identify the specific statute allegedly violated and the specific facts that it thinks justify seizing and trying to forfeit property supposedly connected to that crime.

1 But the DEA will continue sending out its barebones Notices, like the one it issued here,
2 unless and until this Court orders it to abide by its minimal constitutional duty.

3 6. Plaintiffs have therefore filed this lawsuit for declaratory and injunctive relief
4 against the DEA, its Administrator Terrance C. Cole, and the Special Agent in Charge of
5 its San Diego Division, James Nunnallee, each individual sued solely in his official
6 capacity, to vindicate their due process rights. Plaintiffs ask this Court to enter an order
7 declaring the DEA's Notice unconstitutional; enjoining Defendants from forfeiting
8 Plaintiffs' property without first providing adequate notice and, if Defendants fail to
9 provide that adequate notice, directing Defendants to return their property without
10 condition or delay; and enjoining Defendants from seeking to forfeit Plaintiffs' property
11 in the future through any notice that does not state the specific legal and factual grounds
12 for the forfeiture.

13 **JURISDICTION AND VENUE**

14 7. Plaintiffs bring this Fifth Amendment claim under the Administrative
15 Procedure Act, 5 U.S.C. § 702, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201,
16 2202, as well as directly under the United States Constitution. To remedy the DEA's
17 violation of Plaintiffs' constitutional rights, they seek declaratory and injunctive relief
18 requiring the DEA to provide them constitutionally adequate notice before it may proceed
19 with forfeiture of their property, or otherwise to return their property.

20 8. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331, as
21 Plaintiffs' claims arise under federal law.

22 9. Venue is proper in the United States District Court for the Southern District
23 of California under 28 U.S.C. §§ 1391(b)(1), 1391(b)(2), and 1391(e)(1), because the
24 DEA's seizure of Plaintiffs' property occurred in this District and because Defendant
25 James Nunnallee resides in this District.

26 **PARTIES**

27 10. Plaintiff Steven Bailey is a United States citizen and resident of Kentucky.
28 He owns and operates GCL, a wholesale currency exchange business. After the DEA

1 seized \$320,000 of GCL's currency from a GCL employee at San Diego International
2 Airport on September 8, 2025, the DEA issued a Notice regarding the currency on October
3 27, 2025. Bailey responded by filing a Petition for Remission on GCL's behalf on
4 November 19, 2025. To date, the DEA has neither returned the currency it seized from
5 Bailey and his company nor told him the factual or legal bases the DEA believes exist for
6 attempting to forfeit their currency. Nor has the DEA ruled on the Petition.

7 11. Plaintiff GCL is a money services business owned and operated by Steven
8 Bailey. It is registered with the Financial Crimes Enforcement Network ("FinCEN") as a
9 money services business and complies with all applicable state and federal regulations and
10 reporting requirements for money services businesses. The DEA seized \$320,000 of
11 GCL's currency from a GCL employee at San Diego International Airport on September
12 8, 2025, and has sought to forfeit that property without providing GCL the specific legal
13 or factual bases for doing so.

14 12. Defendant DEA is a federal law enforcement agency within the United States
15 Department of Justice responsible for enforcing the controlled substances laws and
16 regulations of the United States. As such, it is subject to the limitations imposed by the
17 United States Constitution, including, as relevant here, the Fifth Amendment's Due
18 Process Clause.

19 13. Defendant Terrance C. Cole is the Administrator of the DEA. He is
20 responsible for supervising and directing the DEA's operations, including its policies,
21 practices, and procedures regarding administrative forfeiture generally and regarding the
22 DEA's Notices specifically. He is sued only in his official capacity.

23 14. Defendant James Nunnallee is the Special Agent in Charge of the DEA's San
24 Diego Division. He is responsible for supervising and directing the DEA's San Diego
25 operations, including its policies, practices, and procedures regarding administrative
26 forfeiture generally and regarding the DEA's Notices specifically. He is sued only in his
27 official capacity.
28

FACTUAL ALLEGATIONS

Bailey Establishes GCL

15. Bailey founded GCL in 2016 after spending several years working in currency logistics for Travelex International Limited (“Travelex”), an established foreign exchange company headquartered in the United Kingdom.

16. GCL is a wholesale currency brokerage. It purchased and resold a variety of different paper currencies, primarily focusing on exotic foreign currencies and the repatriation of U.S. currency from Mexico.

17. GCL bought and sold currency as a principal. It owned the currency it handled from the moment it took possession of it until the moment it sold it; it did not hold or move funds on anyone else’s behalf.

18. GCL is a small company. From 2016 until the seizures and attempted forfeitures described below, it operated continuously and maintained an average of six employees, including its couriers. The paragraphs that follow describe the business GCL ran during those years, which is also the business it will resume if it prevails in this case.

GCL’s Mexico Business

19. Although GCL traded in many currencies, its core business—and the business that gave rise to this case—was buying U.S. dollars in Mexico and bringing them back to the United States. Understanding that business requires understanding three things: why U.S. dollars pile up in Mexico, how GCL bought them, and how GCL brought them back to the U.S. and sold them.

20. Mexico has more U.S. dollars than its banks will take. Tourists spend dollars there, and businesses along the border and in resort towns accept them. But Mexican banking regulations sharply limit the amount of U.S. cash that businesses and individuals may deposit in Mexican banks. The result is a persistent surplus of physical U.S. currency in Mexico that has nowhere to go through the Mexican banking system.

21. Licensed Mexican currency exchanges collect those surplus dollars from their retail customers. Because they cannot deposit the dollars in Mexican banks, they sell

1 them in bulk, at a discount to face value, to wholesale buyers like GCL, who bring the
2 dollars back to the United States and put them back into circulation.

3 22. GCL, in turn, sold those dollars to customers who need large quantities of
4 physical U.S. currency. GCL's principal domestic customer was a large independent ATM
5 provider based in Philadelphia that has operated automated teller machines for roughly
6 three decades and that stocked its machines with currency purchased from GCL. Abroad,
7 GCL sold U.S. currency to buyers in Hong Kong and Singapore.

8 How GCL Moves Currency

9 23. To move currency between its suppliers and its customers, GCL relied on
10 two things: vaults and couriers. GCL operated three consolidation vaults—one in Southern
11 California, one in Pennsylvania, and one in Kentucky—where it stored currency it had
12 purchased until that currency was sold. GCL's couriers were GCL employees who
13 collected purchased currency, transported it to a vault, and delivered it from the vault to
14 customers.

15 24. GCL's couriers provided security primarily through obscurity. They typically
16 flew on ordinary commercial flights, sat among ordinary passengers, and passed through
17 the same Transportation Security Administration ("TSA") checkpoints as everyone else.
18 A courier who looks like any other business traveler draws none of the attention that an
19 armored truck or a uniformed guard would.

20 25. When GCL's couriers flew commercially, they carried the currency in their
21 carry-on luggage. GCL did not check currency as baggage or ship it as freight, and a
22 courier who could not bring the bag into the cabin did not board the flight. GCL also
23 moved some currency domestically on its own company-owned aircraft.

24 26. Every dollar GCL brought into the United States was declared. Federal law
25 requires anyone transporting more than \$10,000 in currency into or out of the United
26 States to file a Report of International Transportation of Currency or Monetary
27 Instruments—a FinCEN Form 105—with U.S. Customs and Border Protection ("CBP")
28 at the port of entry. 31 U.S.C. § 5316; 31 C.F.R. § 1010.340 (Oct. 26, 2010). GCL's

1 couriers filed that report for every shipment, presented the currency and GCL’s supporting
2 documentation to CBP officers, and proceeded into the United States only after CBP had
3 cleared the currency. That documentation included GCL’s commercial invoice for the
4 currency, GCL’s written authorization for the courier to collect the currency on GCL’s
5 behalf, the selling exchange’s invoice, and the Mexican customs declaration. GCL’s
6 couriers carried the same documentation when they moved currency within the United
7 States.

8 *GCL Rigorously Complies With Government Regulations*

9 27. GCL is registered with FinCEN as a money services business.

10 28. As a FinCEN-registered money services business, GCL is subject to
11 mandatory federal anti-money-laundering (“AML”) program requirements and mandatory
12 suspicious activity reporting (“SAR”) obligations under federal law.

13 29. GCL takes those obligations seriously. Before GCL did business with any
14 counterparty, GCL screened that counterparty through a third-party compliance service
15 that checked fourteen separate databases and conducted an in-person site visit at the
16 counterparty’s place of business. Once a counterparty was onboarded, GCL assigned it a
17 risk tier and reviewed it on an ongoing basis commensurate with that risk.

18 30. GCL’s program has been tested. In 2023, FinCEN audited GCL’s AML
19 program. The audit identified two kinds of paperwork issues: one Currency Transaction
20 Report that GCL had filed late, and eight customer files that lacked the customer’s
21 taxpayer identification number. GCL promptly remediated each issue and passed the audit.

22 31. GCL’s Mexican counterparties—that is, the Mexican exchanges from which
23 GCL purchased currency—are regulated too. GPOMCT Group—the Tijuana currency
24 exchange from which GCL purchased the currency at issue in this case—is licensed by,
25 and subject to audit by, Mexico’s Comisión Nacional Bancaria y de Valores (“CNBV”),
26 the Mexican federal agency that supervises banks and other financial institutions. GCL’s
27 other Mexican counterparties are likewise CNBV-regulated.

28 32. The transaction that gave rise to this case followed GCL’s standard practice.

DEA Seizes \$320,000 From a GCL Courier in San Diego

33. On September 5, 2025, GCL courier Daniel Robert Stephens picked up \$1,200,000 in U.S. currency from GPOMCT Group in Tijuana.

34. Stephens drove the currency by van from Tijuana to the Calexico port of entry. He declared the currency to Mexican customs on leaving Mexico and to CBP on entering the United States, and he presented GCL's documentation identifying the currency's source, owner, and destination. CBP cleared the currency.

35. Later that day, Stephens was stopped again at an inland CBP checkpoint north of the border. CBP officers questioned him about the currency, reviewed his paperwork, and released him. Stephens then drove the currency to GCL's vault in Laguna Niguel, California, and deposited it there.

36. Two days later, on September 7, 2025, the Philadelphia ATM provider placed an order with GCL for \$320,000 in \$20 bills.

37. On September 8, 2025, Stephens withdrew \$320,000 from the Laguna Niguel vault to fill that order. His plan was routine and unremarkable: fly from San Diego International Airport to Philadelphia and deliver the currency to the ATM provider. No law prohibits carrying cash on a domestic flight, in any amount, and Stephens carried full and complete copies of GCL's documentation for the currency.

38. When Stephens's bag passed through the x-ray machine at the airport security checkpoint, TSA screeners noticed the currency. Stephens asked for a private screening, which was GCL's standard procedure whenever TSA wished to inspect currency.

39. TSA did not simply inspect the currency and let Stephens board. Instead, TSA called the local police. The local police called the Department of Homeland Security. And Homeland Security called the DEA.

40. DEA agents arrived and questioned Stephens at length about the currency. They also spoke by telephone with Bailey, who explained what GCL is, where the currency had come from, and where it was going. Stephens and Bailey provided the agents with all of GCL's documentation showing that GCL owned the currency, that GCL had

1 purchased it from GPOMCT Group three days earlier, and that it was en route to the ATM
2 provider to fill a customer order.

3 41. DEA agents showed no interest in GCL's documentation for the currency.
4 Instead, they took the currency to a separate room, out of Stephens's sight, where they
5 claimed a drug-sniffing dog inspected and alerted to the currency.

6 42. DEA agents subsequently seized all \$320,000 of GCL's currency that
7 Stephens was carrying, but they did not arrest Stephens or charge him with any crime. To
8 this day, no one has charged Stephens, Bailey, or GCL with any crime in connection with
9 the seized currency.

10 DEA Sends GCL a Notice

11 43. On October 27, 2025, the DEA sent GCL a Notice. A true and correct copy
12 of that Notice is attached to this Complaint as Exhibit A.

13 44. The Notice bore a "Notice Date" of October 27, 2025, and a unique "Notice
14 Letter ID." It identified the seized property as "\$320,000.00 U.S. Currency" and assigned
15 it "Asset ID Number" 25-DEA-723588.

16 45. The Notice stated, "The asset(s) referenced in this notice letter were seized
17 on September 8, 2025 by the DEA at San Diego, California."

18 46. The Notice described its "Forfeiture Authority": "The forfeiture of this
19 property has been initiated pursuant to 21 U.S.C. 881 and the following additional federal
20 laws: 19 U.S.C. §§ 1602-1619, 18 U.S.C. § 983 and 28 C.F.R. Parts 8 and 9."

21 47. Of those citations, only the first—21 U.S.C. § 881—says anything about why
22 the DEA believes the currency is forfeitable. The rest are procedural and govern how
23 administrative forfeitures proceed and how the Department of Justice handles seized
24 property.

25 48. Section 881 alone incorporates, directly or indirectly, dozens of distinct
26 federal crimes covering a wide array of conduct.

27 49. Section 881(a) authorizes forfeiture across eleven categories of property,
28 nearly all of which turn on whether the property is connected to a "violation of this

subchapter”—that is, of the Controlled Substances Act, whose offenses are set out at 21 U.S.C. §§ 841–65. That body of law, in turn, defines dozens of distinct controlled substance offenses, from large-scale trafficking to simple possession to recordkeeping violations to employing a minor in a drug operation.

50. For example, 21 U.S.C. § 842(a) alone lists seventeen separately numbered prohibited acts, most of them registration, recordkeeping, and labeling violations by manufacturers, distributors, and pharmacies. Section 843(a) and (b) list ten more, including the use of a communication facility such as a telephone to facilitate a drug felony. Nothing in the Notice indicates which of these dozens of offenses the DEA had in mind.

51. Nor did the Notice provide any specific facts explaining how or why the \$320,000 that the DEA wants to forfeit from GCL relates to a violation of the Controlled Substances Act. The Notice did not mention the drug-sniffing dog alert that DEA agents allegedly conducted in the San Diego airport. It did not identify a controlled substance or a transaction involving a controlled substance. It did not identify any person the DEA suspected of any offense.

52. The Notice offered Plaintiffs no way to learn the basis for the DEA’s attempted forfeiture. It identified no case agent, no investigating office, and no person to contact about the substance of the attempted forfeiture. The only address it provided was that of the DEA’s Forfeiture Counsel in Springfield, Virginia, for the filing of Petitions and Claims.

53. The Notice provided no other factual or legal reasons why the DEA seized and wanted to forfeit Plaintiffs’ property.

54. Upon information and belief, the Notice Plaintiffs received is not unique in its lack of detail or specificity. The DEA issues hundreds, if not thousands, of identically deficient Notices to property owners every year that include the same bare citation to Section 881, with no statement of the specific offense or the specific facts giving rise to the attempted forfeiture.

The DEA's Notice Directs GCL to Respond by Filing a Petition or a Claim

55. Although the Notice left Plaintiffs guessing as to what possible reasons the DEA had for seizing and trying to forfeit their property, the Notice gave them two ways to respond: Filing a Petition or filing a Claim. The Notice required that any Petition be received within thirty days of the recipient's receipt of the Notice, and it set December 1, 2025, as the deadline for filing a claim under 18 U.S.C. § 983(a)(2).

56. The decision whether to file a Petition or a Claim is consequential because Petitions and Claims initiate very different paths for someone who receives a Notice.

57. Filing a Petition concedes forfeiture of the seized property and asks for its return only as a matter of administrative grace. The Notice itself describes a Petition as a request for a "pardon" of the property. The DEA decides Petitions in internal administrative proceedings. Those proceedings have no neutral decisionmaker, no standard of decision, no opportunity for a hearing, no internal review aside from a request for reconsideration decided by another DEA employee, and no opportunity for judicial review. The Notice identifies the DEA's "Forfeiture Counsel" as the official who rules on Petitions, but it does not mention the lack of safeguards in the proceedings that produce and insulate those rulings.

58. Filing a Claim causes the DEA either to return the property or to suspend its administrative forfeiture proceedings and refer the Claim to the appropriate United States Attorney's Office ("USAO") to decide whether to file a complaint for forfeiture in the appropriate United States District Court.

59. If the USAO does not file a complaint for forfeiture within a prescribed period of time, then the government must promptly release and return the property.

60. If the USAO files a complaint for forfeiture, the government bears the burden of proof to forfeit the property in a civil judicial proceeding, which requires proving by a preponderance of the evidence, among other things, a substantial connection between the property and a criminal offense. The ultimate decisionmaker in those proceedings is a federal judge whose decision is subject to still further judicial review in the relevant court

1 of appeals.

2 Left in the Dark About the DEA's Basis for Seeking Forfeiture, Plaintiffs File a Petition

3 61. GCL filed a Petition on November 19, 2025.

4 62. Without a stated reason to answer, GCL had to guess at what the DEA's
5 concern might be. Its Petition therefore made the only showing it could: that GCL's
6 business was legitimate and that the currency had a documented source and a documented
7 destination. The Petition did not address any specific offense, the elements of any offense,
8 or any defense. It could not answer the DEA's reasons for seizing and trying to forfeit the
9 currency, because GCL did not know what those reasons were.

10 63. GCL's Petition was filed through the Department of Justice's online
11 forfeiture portal. It identified Bailey as the petitioner, GCL as the business on whose behalf
12 he petitioned, and GCL as the owner of the \$320,000.

13 64. GCL's Petition asserted that GCL had purchased the currency for value and
14 that GCL did not know, and had no reason to believe, that the currency was subject to
15 forfeiture when it acquired its interest.

16 65. GCL's Petition recounted, under penalty of perjury, the chain of events
17 described above: the September 5 purchase from GPOMCT Group, the customs clearance,
18 the transport to Laguna Niguel, the ATM provider's order, the TSA screening, the
19 escalation from TSA to the DEA, and the documentation Stephens and Bailey provided to
20 DEA agents before they seized the money.

21 66. GCL supported its Petition with documents about the currency and the
22 exchange that sold it: the electronic manifest and the FinCEN Form 105 currency report
23 filed with CBP when Stephens brought the currency into the United States; GPOMCT
24 Group's records documenting the currency's origin; GCL's invoice to the ATM provider
25 for the \$320,000; GPOMCT Group's client application with GCL; and the results of
26 GCL's sanctions and background screening of the exchange and its principals.

27 67. GCL's Petition, though thorough, was still fundamentally a shot in the dark.
28 GCL could not know whether anything in it answered the DEA's actual concern, and it

1 still does not know.

2 68. No one filed a Claim concerning Plaintiffs' property, which also has not
3 otherwise been made the subject of a complaint for forfeiture.

4 69. When GCL filed its Petition, it did not know (because the Notice did not
5 inform it) which of the dozens of controlled-substance offenses reachable through § 881
6 the DEA believed the currency was connected to.

7 70. When GCL filed its Petition, it did not know (because the Notice did not
8 inform it) whether the DEA suspected Bailey, Stephens, GCL, or anyone else of
9 wrongdoing—or whether the DEA suspected anyone at all.

10 71. When GCL filed its Petition, it did not know (because the Notice did not
11 inform it) whether the DEA's basis for seizing the currency was the reported dog alert,
12 something in the documentation GCL had voluntarily provided, or something else entirely.

13 72. When GCL filed its Petition, it did not know (because the Notice did not
14 inform it) that the DEA had not committed itself to any legal or factual theory for seizing
15 and forfeiting the currency, and that a Petition would leave the DEA unlimited time and
16 discretion to develop one.

17 73. When GCL filed its Petition, it also did not know (because the Notice did not
18 inform it) whether the DEA was relying on facts beyond the events of September 8, 2025;
19 whether the DEA had confused GCL with some other business; or whether the DEA was
20 investigating someone else, in the United States or in Mexico, with whom GCL did
21 business. GCL could not address any of those possibilities, because it had no way to know
22 whether any of them applied.

23 74. The DEA has had GCL's Petition and supporting documents for nearly a
24 year. It has never responded to the Petition, and it has never told Plaintiffs what it believes
25 connects GCL's currency to a drug offense. Not for lack of trying: Bailey personally called
26 the DEA at least 20 times, GCL's counsel repeatedly contacted the DEA as well, and both
27 left repeated voicemails. But no one at the DEA would tell them why it seized GCL's
28 currency or why it is trying to forfeit it.

1 75. To date, no Declaration of Forfeiture has issued as to the seized currency.

2 76. To date, Plaintiffs still do not have their property nor any specific legal or
3 factual reasons why the DEA seized and continues to try to forfeit it.

4 *The DEA's Deficient Notice Causes Ongoing Harm to GCL's Business*

5 77. Since the DEA's seizure in San Diego, Plaintiffs' business has experienced
6 substantial, ongoing harm.

7 78. Before the events in San Diego and CBP's similar seizure and attempted
8 forfeiture of GCL's currency in Miami less than eight weeks later (*see* ¶¶ 87–89), GCL
9 would regularly repatriate \$6 to \$12 million in U.S. currency every week.

10 79. Today, GCL repatriates nothing; it has stopped moving currency altogether.
11 Bailey has continued buying U.S. dollars in Mexico and bringing them back to the United
12 States through a separate business, but at an average of only \$500,000 to \$1.5 million
13 every week, a fraction of what GCL once moved, to limit his exposure to another seizure
14 and attempted forfeiture.

15 80. This reduction in business volume was caused by the seizure and attempted
16 forfeiture in this case, together with the Miami events described below, and specifically
17 by the uninformative forfeiture notices that accompanied them. It happened in three ways.

18 81. First, the DEA's seizure took \$320,000 of GCL's currency out of its hands,
19 and the DEA's Notice gives GCL no effective way to get it back. Because the Notice does
20 not say why the DEA took the currency, GCL has nothing to rebut. That is \$320,000 GCL
21 cannot use to buy and sell more currency.

22 82. Second, because the notices do not say what GCL is supposed to have done
23 wrong, GCL cannot tell which shipments, routes, or counterparties the government
24 considers problematic. To limit its exposure to another seizure and attempted forfeiture,
25 GCL cut back the amount of currency it moved.

26 83. Third, the notices have cost GCL business. Without the government's
27 reasons, GCL has been unable to get its money back or clear its name. As a result, Mexican
28 currency exchanges that once sold U.S. dollars to GCL have stopped doing business with

1 it. Before the seizures, GCL bought U.S. currency from four Mexican exchanges.

2 84. Because of this reduction in GCL's business, GCL has had to scale back its
3 operations and reduce its staff.

4 85. The harm Plaintiffs face is ongoing. GCL has not given up its business. It
5 still holds its FinCEN registration, its bank accounts, and its vaults, and if it prevails in
6 this case, it will resume its full Mexico operations. When it does, GCL's couriers will
7 again travel with large amounts of U.S. currency on commercial flights through domestic
8 airports policed by federal law enforcement, including DEA agents. Every such shipment
9 will be at risk of being seized and forfeited by the DEA through its constitutionally
10 insufficient Notices, injuring both GCL and Bailey, its owner and operator.

11 86. When GCL resumes its lawful business of moving currency, there is a real
12 and immediate likelihood that the DEA will seize GCL's currency again and send
13 Plaintiffs another Notice just as uninformative as the first. This is therefore not a one-time
14 dispute over a single seizure. It is a dispute over a Notice practice that GCL, by the nature
15 of its business, and Bailey, as its owner and operator, are reasonably likely to encounter
16 again and again.

17 87. That likelihood is not hypothetical. Less than eight weeks after the San Diego
18 seizure, it happened again.

19 88. On October 31, 2025, federal agents stopped a GCL-owned aircraft on the
20 tarmac at Miami International Airport and seized approximately \$1,060,100 in U.S.
21 currency and Mexican pesos that GCL had purchased from licensed currency exchanges
22 in Mexico and that GCL couriers had lawfully declared and carried into the United States
23 through Miami the day before. The forfeiture notice that followed, issued by CBP's Miami
24 Fines, Penalties, and Forfeitures Office on December 29, 2025, names U.S. Immigration
25 and Customs Enforcement as the seizing agency and does not mention the DEA. Upon
26 information and belief, however, DEA agents participated in and directed the Miami
27 seizure.

28 89. Like the DEA's Notice, CBP's forfeiture notice accused Plaintiffs of no

specific crime nor stated any facts connecting them to any crime. Instead, CBP's forfeiture notice invoked only 18 U.S.C. § 981(a)(1). Section 981(a)(1) contains nine subparagraphs, each authorizing forfeiture on a different theory ranging from foreign weapons-trafficking and drug offenses to fraud against financial institutions in federal conservatorship and violations of North Korea sanctions. Subparagraph (C) alone makes forfeitable any property traceable to any "specified unlawful activity" as defined in 18 U.S.C. § 1956(c)(7), a cross-reference that sweeps in dozens more offenses on topics ranging from copyright infringement to hostage taking to the Tariff Act of 1930. Nothing in CBP's notice indicates which of these hundreds of offenses CBP had in mind.

90. GCL has petitioned CBP for the return of the Miami currency. GCL and Bailey are also simultaneously filing a separate lawsuit in the United States District Court for the Southern District of Florida challenging CBP's deficient Miami notice on the same due-process theory asserted here, along with claims that CBP's notice violates the agency's own forfeiture regulations. This lawsuit challenges only the DEA's San Diego Notice.

91. Miami confirms what GCL's business model already makes plain. When GCL resumes its Mexico operations, its couriers will again buy U.S. currency in Mexico, declare it at the border, and carry it through domestic airports where DEA agents operate. And the DEA will again stop GCL's couriers, seize their currency, and attempt to forfeit it using Notices that never tell Plaintiffs what GCL did wrong or why the DEA wants to take their money. Only an Order from this Court declaring the DEA's deficient Notices unconstitutional can remedy this harm.

INJURIES TO PLAINTIFFS

92. The Notice Plaintiffs received failed to give them the specific legal and factual reasons the DEA believed justify seizing and forfeiting their property.

93. That failure has cost Plaintiffs money. The DEA has held GCL's \$320,000 for more than a year. Because the Notice does not say why the DEA is trying to forfeit it, GCL cannot answer the DEA's reasons and get the currency back, and it cannot use that

1 currency to buy and sell more currency. *See* ¶ 81.

2 94. That failure has also cost GCL its standing with the suppliers its business
3 depends on. Without the DEA’s reasons, GCL cannot clear its name. Mexican currency
4 exchanges that once sold U.S. dollars to GCL have stopped doing business with it. *See*
5 ¶ 83.

6 95. And that failure has forced GCL to change how it does business. Because the
7 Notice does not say what GCL is supposed to have done wrong, GCL cannot tell which
8 shipments, routes, or counterparties the DEA considers a problem, so it cannot adjust its
9 documentation or practices to answer that concern. Instead, GCL was forced to limit its
10 transactions across the board and to scale back its operations and reduce its staff. *See* ¶¶ 82,
11 84. Today, GCL moves no currency at all. *See* ¶¶ 78–80.

12 96. Had the Notice told Plaintiffs the DEA’s specific legal and factual reasons
13 for seizing and trying to forfeit their property, Plaintiffs could have responded
14 intelligently—by filing a Petition that answered those reasons directly or by filing a Claim
15 that required the DEA to make its case for forfeiture in a court of law. For example:

16 97. If the Notice had said that the DEA believed the currency was used or
17 intended to be used to facilitate a drug offense, GCL could have filed a Claim and made
18 the government prove, before a federal judge, “a substantial connection between the
19 property and the offense.” 18 U.S.C. § 983(c)(3).

20 98. If the Notice had said that the DEA believed GCL or Stephens had conspired
21 with someone to commit a drug offense, *see* 21 U.S.C. § 846, and had named that person,
22 GCL could have filed a Petition addressing its dealings, if any, with that person and
23 showing that GCL neither knew of nor agreed to any drug offense.

24 99. If the Notice had said that the DEA believed GCL’s business was funded with
25 income from drug offenses, *see* 21 U.S.C. § 854, GCL could have filed a Petition with
26 records showing how GCL was capitalized and who owns it, along with the results of
27 FinCEN’s 2023 audit of GCL’s anti-money-laundering program.

28 100. If the Notice had said that the DEA believed GCL had committed one of the

1 registration or recordkeeping violations listed in 21 U.S.C. § 842(a), or had distributed,
2 imported, or exported a list I chemical without the required registration, *see* 21 U.S.C.
3 § 843(a)(9), GCL could have filed a Claim and made the government prove, in federal
4 court, a violation of provisions that do not apply to it. GCL does not manufacture,
5 distribute, or dispense controlled substances, it does not buy or sell chemicals, and it is not
6 a DEA registrant.

7 101. If the Notice had said that the DEA suspected Stephens of some other
8 wrongdoing, GCL could have filed a Petition with his employment records and the
9 documentation for the shipments he has carried for GCL.

10 102. If the Notice had said that the DEA was relying on the drug-sniffing dog's
11 alert, GCL could have filed a Claim and challenged the alert before a federal judge. Any
12 inspection took place in a separate room, out of Stephens's sight. And the currency had
13 just come from a Mexican exchange that collects surplus dollars from its retail customers,
14 so any trace residue on the bills could have come from their earlier circulation rather than
15 from anything GCL did.

16 103. If the Notice had made clear that the DEA did not suspect anyone of anything,
17 GCL could have filed a Claim, knowing that the government would then have 90 days to
18 begin forfeiture proceedings in court or else release the currency. *See* 18 U.S.C.
19 § 983(a)(3).

20 104. These are only examples. Section 881 reaches dozens of controlled-substance
21 offenses, and GCL has not attempted to address every possible one.

22 105. Had the Notice identified the offense and the facts on which the DEA relied,
23 GCL would have addressed them directly: the statute, its elements, whether the facts
24 satisfied those elements, and any applicable defenses. If the DEA relied on facts beyond
25 the events of September 8, 2025, or on an investigation of one of GCL's counterparties,
26 GCL would have answered those too. Any of those basic details would have materially
27 altered GCL's Petition or led GCL to file a Claim instead.

28 106. And an informed response would have cured the injuries the Notice caused.

1 GCL bought the currency lawfully from a licensed and audited exchange, documented
2 where it came from and where it was going, and declared it at the border. Whatever the
3 DEA's actual concern was, GCL could have answered it. GCL would then have gotten its
4 \$320,000 back and put it back to work, cleared its name with the Mexican exchanges that
5 stopped selling to it, and confirmed that its operations are lawful (or learned what to fix)
6 rather than cutting back its business across the board. Instead, GCL still does not know
7 which offense, if any, the DEA believes was committed, or why the DEA took its property,
8 and those injuries continue. *See* ¶¶ 93–95.

9 107. Because the Notice did not give Plaintiffs specific legal or factual reasons for
10 seizing or forfeiting their property, they were injured by being forced to review and try to
11 understand a confusing legal document without key context explaining how that document
12 was connected to them.

13 108. Because the Notice did not give Plaintiffs specific legal or factual reasons for
14 seizing or forfeiting their property, they were injured by being forced to decide how to
15 respond without any indication of what—if anything—the DEA thought they had done
16 wrong.

17 109. Because the Notice did not give Plaintiffs specific legal or factual reasons for
18 seizing or forfeiting their property, they were injured by being forced to decide how to
19 respond without being able to understand the true nature of the government's proceedings
20 against them and their property.

21 110. Because the Notice did not give Plaintiffs specific legal or factual reasons for
22 seizing or forfeiting their property, they were injured by being forced to decide how to
23 respond without being able to investigate what, if anything, the DEA thought they, or
24 anyone, had done wrong to justify seizing and forfeiting their property.

25 111. Because the Notice did not give Plaintiffs specific legal or factual reasons for
26 seizing or forfeiting their property, they were injured by being forced to decide how to
27 respond without any indication of what type or amount of evidence, if any, could rebut or
28 explain the DEA's undisclosed legal or factual bases for seizing and forfeiting their

1 property.

2 112. Because the Notice did not give Plaintiffs specific legal or factual reasons for
3 seizing or forfeiting their property, they were injured by being forced to decide how to
4 respond without any indication where or how to marshal evidence of their own that might
5 rebut the DEA's undisclosed legal or factual bases for seizing and forfeiting their property.

6 113. Because the Notice did not give Plaintiffs specific legal or factual reasons for
7 seizing or forfeiting their property, they were injured by being forced to decide how to
8 respond without being able to investigate whether there were any defenses or other legal
9 barriers to the DEA's undisclosed legal or factual bases for seizing and forfeiting their
10 property.

11 114. Because the Notice did not give Plaintiffs specific legal or factual reasons for
12 seizing or forfeiting their property, they were injured by being forced to decide how to
13 respond without being able to identify and explain any mistaken legal or factual bases for
14 the seizure and attempted forfeiture.

15 115. Because the Notice did not give Plaintiffs specific legal or factual reasons for
16 seizing or forfeiting their property, they were injured by being forced to decide how to
17 respond without the opportunity to assess meaningfully and intelligently whether and how
18 to use legal counsel.

19 116. Because the Notice did not give Plaintiffs specific legal or factual reasons for
20 seizing or forfeiting their property, they were injured by being forced to decide how to
21 respond without the opportunity to assess meaningfully and intelligently whether filing a
22 Petition or a Claim would best serve their interests.

23 117. Because the Notice did not give Plaintiffs specific legal or factual reasons for
24 seizing or forfeiting their property, they were injured by losing the opportunity to respond
25 meaningfully and effectively to the DEA's attempt to subject them to forfeiture
26 proceedings and to deprive them of their property.

27 118. Because the Notice did not give Plaintiffs specific legal or factual reasons for
28 seizing or forfeiting their property, they were injured by undergoing forfeiture proceedings

1 in violation of the Fifth Amendment.

2 119. Because the Notice did not give Plaintiffs specific legal or factual reasons for
3 seizing or forfeiting their property, they are being injured by their inability to resume
4 GCL's business—in which couriers routinely carry large amounts of U.S. currency
5 through domestic airports policed by DEA agents—without risking another seizure and
6 forfeiture on the same undisclosed basis: the Notice gives no indication of what, if
7 anything, about that business the DEA believes connects GCL's currency to a controlled
8 substance offense, leaving them without any ability to change their documentation, their
9 procedures, or their conduct to keep the next shipment from being seized and forfeited.

10 120. Because the Notice did not give Plaintiffs specific legal or factual reasons for
11 seizing or forfeiting their property, they are being injured by facing a real and immediate
12 likelihood that, once GCL resumes its Mexico operations, the DEA will seize GCL's
13 currency again and send them another Notice just as uninformative as the first, leaving
14 them once again unable to seek an authoritative ruling from a court or regulator on whether
15 their conduct is lawful, unable to gather in advance the evidence that would answer the
16 DEA's theory, and unable to take any protective step now that would spare them the same
17 deprivation later.

18 LEGAL CLAIM

19 121. Plaintiffs re-allege and incorporate by reference each and every allegation set
20 forth in ¶¶ 1–120.

21 Count I: The DEA's Notice Violates the Fifth Amendment's Due Process Clause

22 122. This claim seeks to vindicate Plaintiffs' Fifth Amendment rights to due
23 process.

24 123. The Fifth Amendment to the United States Constitution provides in relevant
25 part, "No person shall . . . be deprived of life, liberty, or property, without due process of
26 law."

27 124. The Fifth Amendment protects Plaintiffs' due process rights to notice and an
28 opportunity to respond meaningfully and effectively to government attempts to deprive

1 them of liberty or property interests.

2 125. The principles underpinning due process have long been understood to
3 require the government to identify the specific offense before it forfeits property. Chief
4 Justice Marshall described the requirement of “a substantial statement of the offence upon
5 which the prosecution is founded” as “so essential to justice and fair proceeding” that it
6 “must be the rule of every Court where justice is the object, and cannot be satisfied by a
7 general reference to the provisions of a statute.” *The Hoppet*, 11 U.S. (7 Cranch) 389, 394
8 (1813). The first reason for the rule, he explained, is “[t]hat the party accused may know
9 against what charge to direct his defence.” *Id.*

10 126. Due process begins with notice. It requires “notice reasonably calculated,
11 under all the circumstances, to apprise interested parties of the pendency of the action and
12 afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank*
13 *& Tr. Co.*, 339 U.S. 306, 314 (1950).

14 127. *Mullane* also explains what that notice must accomplish. It “must be of such
15 nature as reasonably to convey the required information.” *Id.* That is because the “right to
16 be heard has little reality or worth unless one is informed that the matter is pending and
17 can choose for himself whether to appear or default, acquiesce or contest.” *Id.* A notice
18 does its job only if it tells the owner enough to make that choice intelligently. For a
19 forfeiture notice, the choice is the one the Notice put to Plaintiffs: whether to petition the
20 DEA for mercy, to contest the forfeiture by Claim, or to walk away. A notice that cites a
21 statute reaching scores of offenses, and states no facts at all, does not convey the
22 information that choice requires. “[W]hen notice is a person’s due, process which is a
23 mere gesture is not due process.” *Id.* at 315.

24 128. “The fundamental requisite of due process of law is the opportunity to be
25 heard.” *Goldberg v. Kelly*, 397 U.S. 254, 267 (1970) (quoting *Grannis v. Ordean*, 234
26 U.S. 385, 394 (1914)). And that hearing “must be ‘at a meaningful time and in a
27 meaningful manner.’” *Id.* (quoting *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965)).

28 129. An opportunity to be heard is meaningful only if the owner knows what the

1 hearing is about. That is why the Supreme Court held in *Goldberg* that due process
2 required “timely and adequate notice detailing the reasons for a proposed termination” of
3 welfare benefits. *Id.* at 267–68. As the Court later put it, “[t]he essence of due process is
4 the requirement that ‘a person in jeopardy of serious loss [be given] notice of the case
5 against him and opportunity to meet it.’” *Mathews v. Eldridge*, 424 U.S. 319, 348–49
6 (1976) (quoting *Joint Anti-Fascist Refugee Comm. v. McGrath*, 341 U.S. 123, 171–72
7 (1951) (Frankfurter, J., concurring)).

8 130. A notice that withholds the government’s reasons takes that opportunity
9 away. An owner who does not know the case against it can be heard only on guesses. It
10 cannot know which facts to gather, which inference to rebut, or which legal theory to
11 answer. Whatever it submits may answer a case the government is not making and miss
12 the one it is.

13 131. Notice satisfies that guarantee only if it actually informs the recipient of the
14 government’s action and gives the recipient a meaningful opportunity to object. A
15 forfeiture notice that does not tell the owner why the property was seized, or what
16 provision of law the owner is accused of having violated, does neither: an owner who does
17 not know the government’s reasons cannot correct a misunderstanding, rebut a mistaken
18 inference, or decide intelligently how to respond.

19 132. The Fifth Amendment therefore protects Plaintiffs’ due process right to be
20 informed of the government’s specific legal and factual reasons for seizing and trying to
21 forfeit their property, and to be so informed at the critical time when they receive the
22 Notice and must decide how to respond.

23 133. That right is not satisfied by a notice that leaves the owner to guess. An
24 opportunity to guess at the legal and factual bases for a government action is no substitute
25 for being told what those bases are.

26 134. That is what happened here. The Notice invited Plaintiffs to be heard, by
27 Petition or by Claim. But because it did not say what the DEA believed GCL had done,
28 Plaintiffs could not use that opportunity meaningfully. *See* ¶¶ 62–73, 96–106.

1 135. The DEA’s Notice failed to “apprise interested parties of the pendency of the
2 action and afford them an opportunity to present their objections.” *Mullane*, 339 U.S. at
3 314. Applying that standard to closely analogous forfeiture notices, the Ninth Circuit
4 concluded that due process “guarantees at least” notice of the factual bases for the seizure,
5 “the specific statutory provision allegedly violated, rather than . . . the mere provision,
6 without explanation, of copies of the entire statute and regulations,” and the evidence to
7 be used against the owner. *Gete v. INS*, 121 F.3d 1285, 1297–98 (9th Cir. 1997). The
8 Notice that the DEA sent Plaintiffs suffers from the same defect.

9 136. To prevail on a procedural due process claim under the Fifth Amendment, a
10 plaintiff must prove (1) the deprivation of a protected liberty or property interest; (2) by
11 the government; and (3) without the process that is due under the Fifth Amendment.

12 137. Plaintiffs satisfy the first element. GCL owns the \$320,000 the DEA seized,
13 and Bailey owns and operates GCL. Plaintiffs have a protected property interest in that
14 currency and a protected interest in not being subjected to forfeiture proceedings and their
15 attendant burdens, costs, and risks.

16 138. Plaintiffs satisfy the second element. The DEA is a federal agency. It seized
17 Plaintiffs’ currency, it has held that currency for more than a year, and it is attempting to
18 forfeit it.

19 139. Plaintiffs satisfy the third element, which depends upon a balancing of three
20 factors from the Supreme Court’s decision in *Mathews*, 424 U.S. at 335: (1) the private
21 interest affected; (2) the risk of an erroneous deprivation of that interest through the
22 procedures used, and the probable value of additional or substitute procedural safeguards;
23 and (3) the government’s interest, including the fiscal and administrative burdens that
24 additional or substitute procedures would entail.

25 140. The private interest at stake is substantial. The DEA seized and is trying to
26 forfeit \$320,000 of GCL’s inventory—currency GCL had purchased for resale and had
27 already committed to fulfilling a customer’s order.

28 141. Plaintiffs also face the burdens, costs, and risks of the forfeiture proceedings

1 the Notice initiated, and the continuing harm to GCL's business described above.

2 142. The DEA's current Notice procedures create a substantial and
3 unconstitutionally large risk of erroneous deprivation of Plaintiffs' protected interests.

4 143. The Notice the DEA sent did not provide Plaintiffs with the specific legal or
5 factual reasons the DEA believes justify seizing or forfeiting their property. It cited a
6 statute that reaches dozens of offenses and eleven categories of property, and it stated no
7 facts connecting Plaintiffs' property with any crime.

8 144. Without the specific legal and factual bases for the DEA's seizing and trying
9 to forfeit their property, Plaintiffs could not understand the nature of the government's
10 proceedings against them and their property and could not even begin to prepare an
11 effective and meaningful response to defend their rights. This creates a substantial and
12 unconstitutional risk that Plaintiffs will be erroneously deprived of their protected
13 interests.

14 145. With the specific legal and factual bases for the DEA's seizing and trying to
15 forfeit their property, Plaintiffs would have understood the nature of the government's
16 proceedings against them and their property and could have prepared an effective and
17 meaningful response to defend their rights—by rebutting a mistaken factual premise, by
18 showing that no offense of the kind the DEA suspected occurred, or by making an
19 informed election to put the DEA to its proof before a federal judge. This would
20 substantially reduce the risk that Plaintiffs are erroneously deprived of their protected
21 interests.

22 146. Plaintiffs did not have any other means of learning the DEA's reasons for
23 pursuing forfeiture. The Notice identified no case agent or office to contact about the
24 substance of the forfeiture. The DEA has not responded to GCL's Petition, or to the
25 repeated calls from Bailey and GCL's counsel. *See* ¶ 74. In the year since the Notice, the
26 DEA has sent Plaintiffs nothing. The Notice was, and remains, the only communication
27 Plaintiffs have received from the DEA about why it took their money—and it does not
28 say.

1 147. It would be a small fiscal and administrative burden on the DEA to include
2 in Plaintiffs’ Notice the specific legal and factual bases for seizing and trying to forfeit
3 their property. The DEA should already have that information in its possession, custody,
4 and control. All the DEA would need to do is include that information in the Notice, which
5 the DEA is already required by law to send.

6 148. The government’s interest in allowing the DEA to proceed with forfeiting
7 property under its current Notice procedure is small. Requiring the DEA to state the
8 specific legal and factual bases for seizing and trying to forfeit Plaintiffs’ property would
9 not undermine its ability or power to proceed with any meritorious forfeiture. Nor would
10 it impose a significant fiscal or administrative burden.

11 149. Thus, the DEA’s Notice failed to provide Plaintiffs with the process due
12 under the Fifth Amendment—notice and a meaningful opportunity to respond to the
13 government’s attempt to deprive them of their protected interests.

14 150. Plaintiffs were not required to present their due process claim to the DEA
15 before bringing it here. Agencies generally lack authority to adjudicate constitutional
16 claims, and exhaustion is not required where an agency “lacks institutional competence to
17 resolve the particular type of issue presented.” *McCarthy v. Madigan*, 503 U.S. 140, 147–
18 48 (1992); *see Thunder Basin Coal Co. v. Reich*, 510 U.S. 200, 215 (1994); *Rashtabadi v.*
19 *INS*, 23 F.3d 1562, 1567 (9th Cir. 1994) (exhaustion requirement did not bar constitutional
20 challenges because the agency “has no jurisdiction to adjudicate constitutional issues”).

21 151. Requiring exhaustion here would also be inappropriate because the remission
22 process is fundamentally nonadversarial. There is no neutral decisionmaker, no standard
23 of decision, no opportunity for a hearing, and no principle of party presentment. The
24 process is one of agency grace, akin to a request for an executive pardon. *See Ibarra v.*
25 *United States*, 120 F.3d 472, 475 (4th Cir. 1997) (“A petition for remission or mitigation
26 ‘does not serve to contest the forfeiture, but rather is a request for an executive pardon of
27 the property based on the petitioner’s innocence’” (quoting *United States v. Vega*, 72
28 F.3d 507, 514 (7th Cir. 1995))). As a result, issue exhaustion does not apply. *See Sims v.*

1 *Apfel*, 530 U.S. 103, 110 (2000) (“Where . . . an administrative proceeding is not
2 adversarial . . . the reasons for a court to require issue exhaustion are much weaker.”).

3 152. Nor does 18 U.S.C. § 983(e)(5) preclude judicial review. That provision
4 makes a motion under § 983(e) the exclusive remedy for setting aside a declaration of
5 forfeiture. Plaintiffs do not seek to set aside any declaration of forfeiture—none has
6 issued—and their challenge to the Notice does not depend on whether one ever does.

7 153. Even if a declaration of forfeiture were to have been issued, it would still not
8 preclude judicial review here. Defects in the Notice will not receive meaningful judicial
9 review after a declaration of forfeiture. A claim about defective notice is wholly collateral
10 to the system of review established by the Civil Asset Forfeiture Reform Act of 2000
11 (“CAFRA”), which addresses the merits of the forfeiture decision. And whether the Notice
12 satisfies the Due Process Clause is a constitutional question outside the DEA’s expertise.

13 154. Plaintiffs are therefore entitled to a declaration that the Notice the DEA sent
14 them violates their right to due process under the Fifth Amendment.

15 155. The constitutional violation by the DEA’s Notice constitutes a past, present,
16 and ongoing irreparable injury to Plaintiffs.

17 156. Plaintiffs are therefore also entitled to an injunction barring the DEA from
18 proceeding with the forfeiture of their property unless and until the DEA sends them a
19 notice containing the specific legal and factual bases the DEA believes justify seizing and
20 forfeiting that property. In the alternative, if the DEA does not provide Plaintiffs with such
21 corrected notice, Plaintiffs respectfully request that the Court order the DEA to return their
22 property without condition or delay.

1 **PRAYER FOR RELIEF**

2 In light of the foregoing, Plaintiffs respectfully request the following relief:

3 A. Issue a declaratory judgment that the Notice the DEA sent to Plaintiffs
4 violates the Due Process Clause of the Fifth Amendment to the United States Constitution;

5 B. Issue an injunction prohibiting Defendants from seeking to forfeit Plaintiffs'
6 property in the future through any notice that does not state the specific legal and factual
7 grounds the DEA believes justify seizing and forfeiting that property;

8 C. Issue an injunction enjoining Defendants from proceeding with the forfeiture
9 of Plaintiffs' property unless and until Defendants send them a notice containing the
10 specific legal and factual grounds that Defendants believe justify seizing and forfeiting
11 that property;

12 D. In the alternative, if Defendants do not provide Plaintiffs with such corrected
13 notice, issue an injunction requiring Defendants to return Plaintiffs' property without
14 condition or delay;

15 E. Award Plaintiffs their costs pursuant to 28 U.S.C. § 2412(a); and

16 F. Award any further legal and equitable relief the Court may deem just and
17 proper.
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1 Dated: October 26, 2026

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Respectfully submitted,

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