

1 David W. Williams (Cal. Bar No. 295204)
2 ANGELI & CALFO LLC
3 701 Pike Street, Ste. 1625
4 Seattle, WA 98101
5 Telephone: (206) 317-2059
6 E-mail: davidw@angelicalfo.com

7 Attorneys for Claimant
8 MARATHON FASTENERS
9 AND HARDWARE INC.

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 VIRTUAL CURRENCY AND
16 \$2,061,517.68 IN U.S. CURRENCY,

17 Defendants.

18 Case Number 2:25-cv-4631-SB-MAR

19 CLAIMANT MARATHON FASTENERS
20 AND HARDWARE INC.'s ANSWER TO
21 COMPLAINT FOR FORFEITURE

22 Trial Date: None Set

23 Pursuant to Rule G(5)(b) of the Supplemental Rules for Admiralty or Maritime
24 Claims and Asset Forfeiture Actions, claimant Marathon Fasteners and Hardware Inc.
25 (“Marathon”) hereby answers the complaint for forfeiture filed by plaintiff United States
26 of America (“Plaintiff”), as follows.

27 **JURISDICTION AND VENUE**

28 1. Marathon admits that the complaint specifies that it is an *in rem* forfeiture
action pursuant to 18 U.S.C. § 981 (a) (1) (A) and (C).

2. Marathon admits that the Court has jurisdiction over this action.

3. Marathon admits that venue is proper in this district.

PERSONS AND ENTITIES

4. Marathon admits the allegations contained in paragraph 4.

5. Marathon lacks sufficient knowledge, information, or belief to admit or
deny the allegations contained in paragraph 5 and its subparts.

1 19. Marathon lacks sufficient knowledge, information, or belief to admit or
2 deny the allegations contained in paragraph 19.

3 20. Marathon lacks sufficient knowledge, information, or belief to admit or
4 deny the allegations contained in paragraph 20 and its subparts.

5 21. Marathon lacks sufficient knowledge, information, or belief to admit or
6 deny the allegations contained in paragraph 21.

7 22. Marathon lacks sufficient knowledge, information, or belief to admit or
8 deny the allegations contained in paragraph 22.

9 23. Marathon lacks sufficient knowledge, information, or belief to admit or
10 deny the allegations contained in paragraph 23.

11 24. Marathon lacks sufficient knowledge, information, or belief to admit or
12 deny the allegations contained in paragraph 24.

13 25. Marathon lacks sufficient knowledge, information, or belief to admit or
14 deny the allegations contained in paragraph 25 and its subparts.

15 26. Marathon lacks sufficient knowledge, information, or belief to admit or
16 deny the allegations contained in paragraph 26 and its subparts.

17 27. Marathon lacks sufficient knowledge, information, or belief to admit or
18 deny the allegations contained in paragraph 27 and its subparts.

19 **FIRST CLAIM FOR RELIEF**

20 28. Marathon incorporates its responses to paragraphs 1 through 27, above.

21 29. Paragraph 29 constitutes a legal conclusion or argument as to which no
22 response is required.

23 **SECOND CLAIM FOR RELIEF**

24 30. Marathon incorporates its responses to paragraphs 1 through 27, above.

25 31. Paragraph 31 constitutes a legal conclusion or argument as to which no
26 response is required.

27 **THIRD CLAIM FOR RELIEF**

28 32. Marathon incorporates its responses to paragraphs 1 through 27, above.

1 33. Paragraph 33 constitutes a legal conclusion or argument as to which no
2 response is required.

3 **AFFIRMATIVE DEFENSES**

4 34. Marathon is an innocent owner within the meaning of 18 U.S.C. § 983(d)(1)
5 and (2)(A) of that portion of the defendants constituting or equaling approximately
6 10.315 Bitcoin plus associated costs and fees as described in Marathon's Claim, any
7 portion of the defendant currency or virtual currency traceable to the Bitcoin of which
8 Marathon was defrauded, and/or a portion of the defendants equal to the current value of
9 approximately 10.315 Bitcoin.

10 35. The payment of approximately 10.315 Bitcoin by Marathon to the operators
11 of the fraudulent scheme, together with the costs and fees associated with such payment
12 in about September 2022, was induced through fraud and coercion and represents actual
13 damages suffered by Marathon by operation of the fraudulent scheme described in the
14 complaint. Marathon paid the referenced sums under duress and did not consent to the
15 use of its property in the fraudulent scheme. Marathon is therefore entitled to recover its
16 losses in their entirety from the proceeds of the fraudulent scheme as represented by the
17 defendant currency and virtual currency.

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