IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. COMMODITY FUTURES TRADING COMMISSION, *et al.* Plaintiffs, v. TMTE, INC. a/k/a METALS.COM, CHASE METALS, INC., CHASE METALS, LLC, BARRICK CAPITAL, INC., LUCAS THOMAS ERB a/k/a LUCAS ASHER a/k/a LUKE ASHER, and SIMON BATASHVILI, Defendants, TOWER EQUITY, LLC, Relief Defendant.	§	CIVIL ACTION NO. 3:20-CV-2910-X

RECEIVER'S UNOPPOSED MOTION FOR APPOINTMENT OF APPRAISERS, APPROVAL OF APPRAISALS OF THE 443 W ROOSEVELT REAL PROPERTY, AND SETTING HEARING REGARDING APPROVAL OF SALE

COMES NOW, Kelly M. Crawford, as the Court appointed Receiver, and respectfully moves the Court as follows:

1. On September 22, 2020, this Court entered an *Order Granting Plaintiffs' Emergency Ex Parte Motion for Statutory Restraining Order, Appointment of Receiver, and Other Equitable Relief* (the "SRO") [Docket No. 16]. Pursuant to the *SRO*, this Court appointed Kelly M. Crawford as Receiver of the assets of the Defendants and Relief Defendant and vested the Receiver with authority to recover assets and investigate claims. Thereafter, the *SRO* was extended

by an Order entered by the Court on October 5, 2020 [Docket No. 148] and agreed to by Defendants per the consent orders entered on October 15, 2020 [Docket Nos. 164-165].

2. On December 9, 2020, the Court entered a *Consent Order Governing the Administration of the Receivership, Procedures Governing the Sale or Abandonment of Personal Property, Notice of Intended Sale, Disposition of Various Items and Fee Application Procedures* (the "*Administrative Consent Order*") [Docket No. 213] (collectively, with the consent orders entered on the 5th and 15th day of October 2020, the "*Consent Orders*"). Such *Administrative Consent Order* governs the administration of the Receivership and procedures governing the sale or abandonment of personal property, and appraisers' sale or other disposition of specific assets and documents, which included procedures for the sale of real property. The *Administrative Consent Order* also incorporates the requirements of 28 U.S.C. § 2001.

3. Pursuant to the authority provided by the SRO and Consent Orders, the Receiver obtained control of seventeen (17) real properties, located in Philadelphia, Pennsylvania, owned by Relief Defendant Tower Equity. During the course of the receivership, the Receiver has sold all but two of the 17 real properties.

4. The Receiver now respectfully requests the Court to approve and authorize the Receiver's sale of the real property located at **443 W Roosevelt Boulevard, Philadelphia, PA 19120** (the "Roosevelt Property").

I. SALE OF THE ROOSEVELT PROPERTY

5. In 2023, the Receiver entered into a contract (the "443 W Roosevelt Contract") to sell the Roosevelt Property for the sum of One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000.00) to Karell Turner. *See Declaration of Receiver Kelly M. Crawford ("Receiver's Declaration"),* ¶4, attached as **Exhibit A** to the Appendix.

6. The Receiver filed an application with the Court seeking to approve the sale, but before the Court entered an order approving the sale, the buyer Karell Turner terminated the 443 W Roosevelt Contract. *Id.*

7. Since that time, the Receiver has been marketing the Roosevelt Property for sale without success. In the meantime, despite the Receiver's best efforts, trespassers from time to time occupied the Roosevelt Property and caused extensive damage to the property. *Receiver's Declaration, ¶5.*

8. On October 17, 2026, the Receiver entered into a contract with Brotherly Love Real Estate 2 LLC to sell the Roosevelt Property on an "as-is" basis, without broker fees, for $55,000 (the "Roosevelt Sale contract"). *Receiver's Declaration,* ¶6. A true and correct copy of the Roosevelt Sale contract is attached as **Exhibit B** to the Appendix.

9. The Receiver seeks permission from this Court to sell the 443 W Roosevelt Property pursuant to the Roosevelt Sale Contract, and in accordance with 28 U.S.C. § 2001.

10. In accordance with this Court's *Consent Orders* and 28 U.S.C. § 2001, the Receiver obtained three updated and more recent (3) independent appraisals of the Roosevelt Property. The Receiver requests the Court to appoint the appraisers for the purpose of providing the attached appraisals, and accept the three (3) appraisals the Receiver included in **Exhibit C** of the Appendix in satisfaction of the requirements of 28 U.S.C. Section 2001(b).

11. The three (3) current appraisals of the Roosevelt Property[1] value the Roosevelt Property at $65,000, $76,000, and $77,000, with an average appraised value of $72,666. As set forth in the Roosevelt Contract, the $55,000.00 sales price for the Roosevelt Property exceeds two-thirds of the appraised value of the Roosevelt Property.[2] Accordingly, the Receiver contends the sale of the Roosevelt Property pursuant to the Roosevelt Contract at the sales price of $55,000 is in the best interest of the Receivership and exceeds two-thirds (2/3) of the average appraised value.[3] Moreover, no broker fees are payable from this proposed sale.

II. NOTICE OF SALE AND REQUIRED HEARING

12. As required by 28 U.S.C. § 2001(b), the Receiver requests the Court to set this matter for hearing. The Receiver will publish notice of the hearing at least ten (10) days prior to the hearing as required by 28 U.S.C. Section 2001(b) and will provide notice of the hearing through the Receivership website.

13. The Receiver requests that any bona fide offers for purchase of the Roosevelt Property which exceed by ten percent (10%) the Roosevelt Contract sales price of $55,000 be served on the Receiver and filed with the Court not more than ten (10) days after publication of the terms of the proposed sale.

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[1] The previous appraisals of the Roosevelt Property made in 2021 and prior to the damage to the property caused by trespassers, valued the property at $120,000, $137,000, and $131,500 for an average of $129,500. *Receiver's Declaration,* ¶3.

[2] Two-thirds of the average appraised value is $48,400.

[3] Moreover, the Receiver is further motivated to sell the Roosevelt Property at this price because trespassers continue to break into the property, and interest rates continue to rise, worsening the market conditions for the sale of real property. *Receiver's Declaration,* ¶ 6.

WHEREFORE, the Receiver respectfully requests that the Court appoint each of the three (3) appraisers identified in **Exhibit C** of the Appendix; approve such appraisals for the Roosevelt Property; set this matter for hearing; and after such hearing enter an order authorizing the Receiver to sell the Roosevelt Property, pursuant to the terms of the Roosevelt Contract, after publication of the terms of such sale, and contingent upon the absence of any bona fide offers exceeding the contract price by 10% or the receipt of objections to the sale; and for such other relief to which the Receiver may be justly entitled.

Respectfully submitted,

SCHEEF & STONE, L.L.P.

By: */s/ Peter C. Lewis*
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ATTORNEY FOR RECEIVER
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CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that the Receiver conferred with counsel for the Commodity Futures Trading Commission ("CFTC") who indicated the CFTC approves this Motion. In addition, the undersigned contacted the individual defendants' counsel, Chris Davis who indicated that that his client takes no position on this motion.

/s/ Peter Lewis
Peter C. Lewis

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 27, 2026, the foregoing was electronically filed with the clerk of the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court, which provided a "Notice of Electronic Filing" to all attorneys of record.

/s/ Peter Lewis
Peter C. Lewis