

VLADIMIR LENSKIY,

*Plaintiff,*

VS.

MATRA PETROLEUM USA, INC.;  
MATRA PETROLEUM OIL & GAS  
LLC; MATRA PETROLEUM  
OPERATING LLC; MATRA TERRA  
LLC; MELODY CAPITAL  
MANAGEMENT, LLC; MAXIM  
BARSKIY;

*Defendants.*

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

**FILED**  
Marilyn Burgess  
District Clerk

MAY 22 2019

Time: \_\_\_\_\_  
By:  Katrina Williams  
Deputy

157th JUDICIAL DISTRICT

**ORDER GRANTING TEMPORARY INJUNCTION**

On May 17, 2019 thru May 21, 2019, the Court held an evidentiary hearing on Plaintiff Vladimir Lenskiy’s Application for a Temporary Injunction. Plaintiff appeared by and through his counsel of record. Defendants Matra Petroleum USA, Inc. (“Matra USA”); Matra Petroleum Oil & Gas LLC; Matra Petroleum Operating LLC; Matra Terra LLC; and Melody Capital Management, LLC (“Melody Management”) appeared by and through their respective counsels of record. Defendant Melody Business Finance, LLC d/b/a Melody Capital Partners LLC (“Melody Partners”) received notice of this hearing and appeared through counsel. Defendant Maxim Barskiy receive notice of this hearing but did not appear.<sup>1</sup> After considering Plaintiff’s application, the briefing submitted by the

<sup>1</sup> For the purposes of this Order and the writ of temporary injunction, the following terms have the following meanings:

- a) “Defendants” means Matra Petroleum USA, Inc.; Matra Petroleum Oil & Gas LLC; Matra Petroleum

parties, the evidence presented, the arguments of counsel, and the applicable law, the Court finds and concludes as follows:

Matra USA owes Mr. Lenskiy \$2,476,039.49 as provided in a Final Judgment entered by the United States District Court for the Southern District of Texas in Cause No. 4:18-CV-04208; *Vladimir Lenskiy v. Matra Petroleum USA, Inc.* U.S. District Judge Keith Ellison entered the Final Judgment on February 26, 2019 after confirming an arbitration award that Mr. Lenskiy won against Matra USA.

The Defendants have collaborated to evade Mr. Lenskiy's collection efforts and have inappropriately and fraudulently transferred funds or attempted to transfer assets or incurred obligations in an effort to avoid paying the judgment debt. Additionally, the Matra Defendants have abused corporate formalities and operated the various Matra Defendants as essentially the same company. Moreover, the Matra Defendants used the corporate form as a sham to evade creditors and otherwise ignored the corporate form. They have done so in active concert with Defendant Maxim Barskiy, who controls the Matra Defendants—all of which are different iterations of the same company. Furthermore, since Mr. Lenskiy first filed his arbitration claim, the Defendants and their management have undertaken a concerted strategy to move existing funds from Matra USA and to redirect funds normally

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Operating LLC; Matra Terra LLC; Melody Capital Management, LLC; Melody Business Finance, LLC d/b/a Melody Capital Partners LLC; and Maxim Barskiy.

- b) "Matra Defendants" means Defendants Matra Petroleum USA, Inc.; Matra Petroleum Oil & Gas LLC; Matra Petroleum Operating LLC; Matra Terra LLC; and Maxim Barskiy.
- c) "Melody" means Melody Capital Management, LLC and Melody Business Finance, LLC d/b/a Melody Capital Partners LLC.

paid to Matra USA to other entities outside of Mr. Lenskiy's reach to thwart his efforts to obtain funds to satisfy the Final Judgment.

Additionally, Defendants have planned a corporate restructuring to denude and decapitalize Matra USA and then dissolve it or leave it as an empty company with no assets or otherwise leave it insolvent. Melody is actively collaborating in planning, organizing, and funding this restructuring plan. In doing so, the Matra Defendants diverted funds that would normally reach Matra USA's bank accounts—and thus be used to satisfy the obligation to Plaintiff—to other accounts outside Mr. Lenskiy's reach. As a part of this process, Mr. Barskiy agreed with Melody that Melody would receive preferential treatment in the coming restructuring of the Matra entities. As an ultimate effect of this strategy, the Matra Defendants have effectively suspended payments that certain Matra entities normally would have made to Matra USA and instead conducted financial activity through other Matra subsidiaries or affiliates. Thus, Defendants have been able to avoid an influx of funds to Matra USA—funds that would be used to satisfy the judgment.

In addition to using the various Matra Defendants to insulate Matra USA from Plaintiff's judgment, Mr. Barskiy has also used funds from the Matra Defendants to pay personal expenses.

As a result, the Court *FINDS*:

1. Mr. Lenskiy has pleaded and proven that he has a cause of action for fraudulent transfers under the Texas Uniform Fraudulent Transfer Act, TEX. BUS. & COMM. CODE §§ 24.001-.013. Defendants have fraudulently transferred assets, incurred obligations, or attempted to fraudulently transfer

assets with the actual intent to hinder, delay, or defraud Mr. Lenskiy. Additionally, the Matra Defendants have abused their corporate form, so Mr. Lenskiy has pleaded and proven a cause of action to pierce the Matra Defendants' corporate veils.

2. Mr. Lenskiy has shown a probable right to the relief sought. For example, the Texas Uniform Fraudulent Transfer Act permits Mr. Lenskiy to obtain injunctive relief, among other equitable remedies.
3. Mr. Lenskiy has shown a probable, imminent, and irreparable injury in the interim. The evidence shows that Defendants actively planned to dissipate or divert funds from Matra USA, restructure it out of existence, and move assets to other entities beyond Mr. Lenskiy's reach. The evidence also shows that Matra Defendants undertook this plan to divert funds, restructure the Matra Defendants, and dissolve Matra USA or leave it as an empty company with no assets (or otherwise insolvent) to prevent Mr. Lenskiy from collecting on the Final Judgment.
4. Mr. Lenskiy's injury is irreparable. The Matra Defendants have already taken affirmative steps to render the Final Judgment unenforceable. The evidence shows that they will continue to transfer assets to entities beyond Mr. Lenskiy's reach or incur obligations to hinder, delay, or defraud Mr. Lenskiy. As a result, a damages judgment here would be inadequate.
5. The imminent injury to Plaintiff from Defendants' actions outweighs the potential harm, if any, that the temporary injunction may do to Defendants,

and the balance of equities favors entering a temporary injunction. If the Court does not grant a temporary injunction, Mr. Lenskiy may not be able to recover on the Final Judgment because the Defendants will have denuded and decapitalized Matra USA, restructured the Matra Defendants, left Matra USA insolvent, and/or dissolved Matra USA, thereby removing any assets from Matra USA.

6. Granting the temporary injunction will not disserve the public interest.
7. Moreover, the Court further finds that unless enjoined, Defendants will continue to fraudulently transfer or dissipate assets, incur obligations, restructure the Matra Defendants, and dissolve or liquidate Matra USA to avoid complying with the Final Judgment.

As a result, this Court concludes that it should **GRANT** Plaintiff's Application for Temporary Injunction.

Therefore, the Court **ORDERS** that the Matra Defendants; their officers, agents, servants, employees, and attorneys; and all other persons or entities in active concert with the Matra Defendants who receive actual notice of this Order are enjoined from:

- (a) Transferring any and all assets and property, including, but not limited to, shares of stock, personal property, real property, overriding royalty interests, interests in land, funds, rights to receive funds or property, accounts receivable, and accounts payable, from Matra Petroleum USA, Inc.; Matra Petroleum Oil & Gas LLC; Matra Petroleum Operating LLC; Matra Terra LLC; and Maxim Barskiy;
- (b) Engaging in any activity that would restructure any of the Matra Defendants or their assets or liabilities or that would change the business form or ownership of any of the Matra Defendants; and
- (c) Further transferring any and all assets that any of the Matra Defendants received

from Matra USA.

Moreover, the Court **ORDERS** that Melody; their officers, agents, servants, employees, and attorneys; and all other persons or entities in active concert with Melody who receive actual notice of this Order are enjoined from foreclosing on the \$10,000,000.00 in debt, plus interest, incurred by Matra Petroleum USA, Inc. pursuant to the Fourth Amendment and Waiver to Loan Agreement dated as of March 30, 2018 between Matra Petroleum USA, Inc., the lenders party thereto, and Melody Business Finance.

Additionally, in order to return the Parties to their last, actual, peaceable, uncontested status, the Court **ORDERS** the Matra Defendants to resume:

- (d) Making loan payments to Matra Petroleum USA, Inc. from any Matra Defendant that has a loan with or has borrowed money from Matra Petroleum USA, Inc.; and
- (e) Making all payments for accounts payable from any Matra Defendant to Matra Petroleum USA, Inc.

This Order does not prevent Defendants from selling in the normal course of their business any hydrocarbons produced by any of the Matra Defendants or from agreeing to pay usual and customary business operating expenses, such as utility bills, rents, lease royalties, vendors' and suppliers' bills, lease operating expenses, royalties to land and mineral interest owners, local and state taxes, or payroll, with the exception that the Matra Defendants may not make any payments to Mr. Barskiy other than his \$1,000 per month salary.

The Court further **ORDERS** the Clerk to issue a writ of temporary injunction in conformity with the law and with the terms of this Order upon the filing of a bond (or upon

the deposit of cash in lieu of bond<sup>2</sup>) in the amount of \$50,000. Any monies deposited in lieu of bond for the previously issued temporary restraining orders are credited towards the bond amount ordered above.

To the extent that this Order conflicts with any oral pronouncement of any ruling made by the Court, this Order shall control and shall act as an amendment to any prior ruling of the Court.

The Court further **ORDERS** that the temporary injunction will remain in force until entry of final judgment in this case.

The Court further **ORDERS** that trial on the merits is **SET** for the 19th day of August, 2019.

**SIGNED** at Houston, Texas this 22 day of May, 2019, at 8 o'clock A.m.



Hon. Danya Garrison  
Judge, 157<sup>th</sup> Judicial District Court  
Harris County, Texas

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<sup>2</sup> Plaintiff may deposit cash in lieu of bond by wire transfer.