

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Frank George Rogers, individually and  
derivatively as a member and on behalf of  
Exodus Aircraft, LLC,

Plaintiffs,

v.

Joshua Brett Kimbrell, Liliya Sheherba  
Robertson Kimbrell, Exodus Airways, LLC,  
Thomas Blake Whitaker,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2025-CP-23-04210

**CONSENT ORDER**  
**GRANTING PRELIMINARY**  
**INJUNCTIVE RELIEF**

This matter comes before the Court upon Plaintiffs' motion for an order granting preliminary injunctive relief. The Court previously granted a temporary restraining order ("TRO") in this matter on July 11, 2025 and thereafter scheduled a hearing on Plaintiffs' application for preliminary injunctive relief at 10:30 AM on July 22, 2025 as provided by Rule 65, SCRPC. Since the TRO's issuance, the Parties have negotiated a resolution of Plaintiffs' pending motion for preliminary injunctive relief to resolve their need to progress with the hearing on July 22, 2025. The terms and conditions agreed upon and stipulated by the Parties are as follows:

- (1) Unless otherwise specifically indicated, the terms and conditions of this Order apply to Joshua Brett Kimbrell, Liliya Sheherba Robertson Kimbrell, and Exodus Airways, LLC ("Enjoined Parties");
- (2) As to Joshua Brett Kimbrell, Mr. Kimbrell hereby acknowledges and forever surrenders to Plaintiffs any and all ownership interests he may have or could claim to have, now or in the future, in Exodus Aircraft, LLC ("Exodus") and any asset owned by Exodus including but not limited to: the Embraer Jet (Aircraft Serial No. 145053), any limited liability units,



any bank accounts, all monies on-hand, all accounts receivable, all intellectual property rights, all corporate causes of action, all corporate claims and choses, all payment rights, all statutory rights, or any and all interests of any kind, whether corporate or personal, and further hereinafter agrees to cooperate in the execution of any and all paperwork effectuating his surrender of and transfer of the same to Plaintiffs;

- (3) As to Joshua Kimbrell, in addition to his surrender of any and all ownership interests, Mr. Kimbrell hereby memorializes and confirms his resignation as manager of Exodus, along with any and all positions and affiliations with Exodus in any and all capacities and in connection with the same Mr. Kimbrell agrees to surrender immediately to Plaintiffs' counsel any and all credit cards in his possession in the name of Exodus Aircraft, FX Aviation Capital, Frank Rogers, and any other card whereby Exodus' corporate funds or credit could be impacted by usage;
- (4) As to Joshua Kimbrell, Mr. Kimbrell shall surrender to Plaintiffs' counsel all business records and all information in his possession and control relating to Exodus so as to facilitate a smooth transition of Exodus's management;
- (5) Until there is a final adjudication in this action, no action shall be undertaken by the Enjoined Parties that would impact the rights or obligations of Exodus or its stakeholders, including but not limited to Enjoined Parties' refraining from any contact with any of Exodus's customers, employees, or vendors;
- (6) Until there is a final adjudication in this action, and to the extent any of the Enjoined Parties have in their possession or control any corporate monies diverted from Exodus Aircraft, they shall undertake no action, whether directly or indirectly, to diminish, transfer, or divert such funds any further from wherever they are currently located and Enjoined Parties



hereby certify they have undertaken no such action since the issuance of the TRO by the Court;

- (7) Until there is a final adjudication in this action, and to the extent any of the Enjoined Parties have in their possession or control any corporate monies generated by Exodus Aircraft, they shall take no action, whether directly or indirectly, to diminish, transfer, or divert such funds any further from wherever they are currently located and Enjoined Parties hereby certify they have undertaken no such action since the issuance of the TRO by the Court;
- (8) Until there is a final adjudication in this action and to the extent any of the Enjoined Parties have in their possession or control any corporate monies generated by Exodus Aircraft, they shall take no action, whether directly or indirectly, to diminish, transfer, or divert such funds in their possession and control that were generated from any contract held by or any asset owned by Exodus Aircraft and the Enjoined Parties hereby certify they have undertaken no such action since the issuance of the TRO by the Court;
- (9) Until there is a final adjudication in this action and to the extent any of the Enjoined Parties have in their possession or control any documents, emails, correspondence, business records, text messages, or evidence of any kind potentially relating to Exodus Aircraft and also the subject of this dispute, such materials shall be preserved and shall not be destroyed, lost, or removed from any Enjoined Parties' possession and Enjoined Parties hereby certify they have not destroyed any such materials since the issuance of the TRO by the Court.
- (10) Until there is a final adjudication in this action, the Enjoined Parties shall altogether cease using the names Exodus Airways, LLC, Exodus Aircraft, LLC, Exodus Air, Exodus, or any similar permutation using the term Exodus and shall not act in such fashion as might

cause a reasonable and ordinary person to conclude mistakenly that they have any affiliation with Exodus Aircraft.

**IMPORTANT! PLEASE READ THE FOLLOWING:**

Violation of this Consent Order shall subject the violator to penalties for contempt of Court. Nothing in this Order is intended to be a final adjudication of any issue and remains subject to a contested hearing on Plaintiffs' motion for preliminary injunctive relief.

**BY SIGNING BELOW, YOU ACKNOWLEDGE YOU HAVE READ THIS CONSENT ORDER, AGREE TO ITS TERMS, AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL ABOUT THEIR MEANING.**

**WE CONSENT AND STIPULATE TO THE FOREGOING TERMS AND CONDITIONS BE ENTERED INTO A CONSENT ORDER BY THE COURT OF COMMON PLEAS IN GREENVILLE COUNTY, SOUTH CAROLINA:**

Plaintiff Frank Rogers on behalf of himself and derivatively on behalf of Exodus Aircraft, LLC  
July 21, 2025

Defendant Joshua Kimbrell on behalf of himself and as a 50% owner/member and manager of Exodus Airways, LLC  
July 21, 2025

Defendant Lillya Kimbrell on behalf of herself and as a 50% owner/member of Exodus Airways, LLC  
July 21, 2025

[JUDGE'S SIGNATURE ON FOLLOWING PAGE]

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

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Frank George Rogers, individually )  
and derivatively as a member and )  
on behalf of Exodus Aircraft, LLC, )

Plaintiffs, )

vs. )

Joshua Brett Kimbrell, Liliya )  
Sheherba Robertson Kimbrell, )  
Exodus Airways, LLC, Thomas )  
Blake Whitaker, )

Defendants. )

**CONSENT ORDER**  
**GRANTING PRELIMINARY**  
**INJUNCTIVE RELIEF**

I CONSENT:

KENNEDY/BRANNON, LLC

BY: s/N. Douglas Brannon

N. Douglas Brannon

Attorney for Defendants, Joshua  
Brett Kimbrell, Liliya Sheherba  
Robertson Kimbrell, and Exodus  
Airways, LLC

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**INJUNCTIVE RELIEF**

I CONSENT:

WILKINS DAVIS, LLC

s/Lane W. Davis

Lane W. Davis

(SC Bar No. 68796)

W. Walter Wilkins, III

(SC Bar No. 16740)

206 Mills Avenue

Greenville, SC 29605

Phone: (864)-263-3155

[Lane@WilkinsDavis.com](mailto:Lane@WilkinsDavis.com)

*Attorneys for Plaintiffs*

July 21, 2025

Greenville, South Carolina

**IT IS SO ORDERED!**

The Honorable Perry H. Gravely  
Judge, 13<sup>th</sup> Judicial Circuit

July 21, 2025









## Greenville Common Pleas

**Case Caption:** Frank George Rogers , plaintiff, et al vs. Joshua Brett Kimbrell ,  
defendant, et al

**Case Number:** 2025CP2304210

**Type:** Order/Consent Order

So Ordered

Hon Perry H. Gravely, Chief Administrative  
Judge-Civil

Electronically signed on 2025-07-22 12:14:51 page 9 of 9