

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 Shcherba
Robertson Kimbrell, Exodus Airways, LLC,
Thomas Blake Whitaker,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. 2025-CP-23-04210

ORDER

This matter comes before the Court upon Plaintiffs' motion for an *ex parte* temporary restraining order pursuant to Rule 65 SCRPC. The Court is mindful that it has not heard from Defendants and understands a different perspective of the evidence submitted by Plaintiffs could very well emerge after Defendants have an opportunity to be heard. Hence, the Order is temporary, but allowed under Rule 65. Plaintiffs, in support of their motion, have submitted a Verified Complaint and Affidavit with attachments sufficiently satisfying the Court at this stage of their entitlement for the issuance of a temporary restraining order. Accordingly, the Court makes the following preliminary findings in support of this Order:

- A. According to the testimony from the affidavit of Plaintiff Frank George Rogers ("Rogers"), significant corporate funds of Plaintiff Exodus Aircraft, LLC ("Exodus Aircraft") appear to have been diverted to Exodus Airways, LLC ("Exodus Airways");
- B. Rogers appears to have sustained personal losses based on the actions of Defendants according to his affidavit testimony;

- C. Absent the issuance of a temporary restraining order, a significant risk exists that Plaintiffs might lose equitable remedies available to them as pled in their Verified Complaint and therefore suffer irreparable harm;
- D. Absent the issuance of a temporary restraining order, a significant risk exists that further diversion of corporate and personal funds could potentially occur placing Exodus Aircraft unduly at risk of having insufficient operating capital and suffering irreparable harm;
- E. Absent the issuance of a temporary restraining order a significant risk exists that Exodus Aircraft could incur damages in the form of tarnished good-will and diminished reputation and consequently suffer irreparable harm;

In light of the foregoing, the Court grants the following provisional interim relief until such time as a full contested hearing can occur on Plaintiffs' motion for preliminary injunction. This order is granted without notice to Defendants pursuant to Rule 65(b) SCRCF due to the immediate and irreparable harm, both financially and reputationally, that Plaintiffs may suffer due to the alleged actions of Defendants as set forth above. The Order applies to Defendants Joshua Brett Kimbrell, Liliya Shcherba Robertson Kimbrell, Exodus Airways, LLC ("Restrained Parties") and mandates as follows:

- (1) No action shall be taken by any of the Restrained Parties that would change the rights or obligations of Exodus Aircraft pending the outcome of the hearing on a preliminary injunction;
- (2) No advisory committees shall be formed;
- (3) No corporate changes shall occur;

- (4) Exodus Aircraft shall be operated in the ordinary and normal course, no extraordinary measures or undertakings shall occur;
- (5) No sale of any asset of Exodus Aircraft shall occur;
- (6) No diversion of any corporate monies of Exodus Aircraft shall occur;
- (7) No diversion of any funds generated by Exodus Aircraft shall occur;
- (8) No diversion of any funds generated from any contract held by Exodus Aircraft shall occur;
- (9) No diversion of any funds generated from any asset owned by Exodus Aircraft shall occur;
- (10) No extraordinary expenditures shall occur absent a request to the Court and permission granted;
- (11) All documents, emails, correspondence, business records, text messages, and evidence of any kind potentially relating to Exodus Aircraft and also the subject of this dispute shall not be destroyed, lost, or removed out of any Restrained Defendants' possession;
- (12) Any funds that may have been previously diverted from Exodus Aircraft as generated by that entity, pursuant to a contract held by that entity or generated from an asset owned by that entity shall not be diverted from wherever they presently reside;
- (13) As related to Exodus Aircraft, excepting only the ordinary and normal course of business, all other matters shall strictly remain status quo.

Plaintiffs shall post a bond in the amount of \$10,000 as required by Rule 65(c) SCRCF.

Nothing in this Order is intended to be a final adjudication of any issue. This Order is temporary and remains subject to a contested hearing on Plaintiffs' motion for preliminary injunctive relief.

A hearing will be set and heard within ten (10) days after entry of this Order and Defendants will be provided notice of said hearing.

IT IS SO ORDERED.

FITSNNEWS



Greenville Common Pleas

Case Caption: Frank George Rogers , plaintiff, et al vs. Joshua Brett Kimbrell ,
defendant, et al
Case Number: 2025CP2304210
Type: Order/Temporary Restraining Order

So Ordered

G.D. Morgan Jr.

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