

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

SEVENTH JUDICIAL CIRCUIT

COMTEX, INC. AND
RICHARD A. LACKEY,

Plaintiffs,

C.A. No. 2025-CP-42-04048

v.

EXODUS AIRCRAFT, LLC; FRANK G.
ROGERS; AND JOSHUA KIMBRELL,

Defendants.

AMENDED SUMMONS
(NON-JURY)

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to answer the Amended Complaint in this action, a copy of which is attached hereto and herewith served upon you, and to serve a copy of your answer to same upon the undersigned at their offices at 291 S. Pine Street, P.O. Box 2465 (29304), Spartanburg, South Carolina 29302, within thirty (30) days after the service of same, exclusive of the day of such service. If you fail to answer the Amended Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

/s/ John B. White, Jr.

John B. White, Jr. (S.C. Bar No. 5996)
Griffin Littlejohn Lynch (S.C. Bar No. 72518)
Christopher R. Jones (S.C. Bar No. 101265)
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December 11, 2025
Spartanburg, South Carolina

Counsel for Comtex, Inc. and Richard A. Lackey

STATE OF SOUTH CAROLINA

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ROGERS; AND JOSHUA KIMBRELL,

Defendants.

**VERIFIED AMENDED COMPLAINT
(NON-JURY)**

The Plaintiffs, Comtex, Inc. (“Comtex”) and Richard A. Lackey (“Mr. Lackey”), complaining of the Defendants herein, would show unto this Court as follows:

PARTIES, JURISDICTION, AND VENUE

1. Comtex is a corporation duly organized and existing under the laws of the State of Delaware and is authorized to transact business in South Carolina.
2. Mr. Lackey is a citizen and resident of the County of Greenville, State of South Carolina.
3. Upon information and belief, Exodus Aircraft, LLC (“Exodus”) is a Delaware limited liability company with its principal place of business in the County of Spartanburg, State of South Carolina.
4. Upon information and belief, Frank G. Rogers (“Rogers”) is a citizen and resident of the County of Greenville, State of South Carolina.
5. Upon information and belief, Joshua Kimbrell (“Kimbrell”) is a citizen and resident of the County of Spartanburg, State of South Carolina.

6. This Court has jurisdiction over the parties and the subject matter of this action, and venue is proper in Spartanburg County.

GENERAL ALLEGATIONS

7. On or about October 26, 2022, Exodus, Rogers, and Kimbrell, for valuable consideration, made, executed, and delivered a certain Installment Note, payable to Comtex or Mr. Lackey, in the original principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), together with interest and other charges as provided therein (the "Note"). A true and accurate copy of the Note is attached hereto and incorporated herein as Exhibit A.

8. Exodus, Rogers, and Kimbrell are all principally obligated under the Note to pay Plaintiffs the amount due thereunder.

9. In order to induce Comtex and Mr. Lackey to enter into the aforesaid transaction evidenced by the Note, and to further secure the same, the defendants Rogers and Kimbrell, for consideration, also executed written guarantees within the Note dated October 26, 2022, whereby they absolutely, unconditionally, and irrevocably guaranteed to Comtex and Mr. Lackey the full and prompt payment of all obligations under the Note. *See* Ex. A, ¶¶ 5-6.

10. On or about October 26, 2023, Exodus, Rogers, and Kimbrell, for valuable consideration, made, executed, and delivered a certain Installment Note Extension, payable to Comtex or Mr. Lackey, in the original principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), together with interest and other charges as provided therein (the "Extension Note"). A true and accurate copy of the Extension Note is attached hereto and incorporated herein as Exhibit B.

11. Exodus, Rogers, and Kimbrell are all principally obligated under the Extension Note to pay Plaintiffs the amount due thereunder.

12. In order to induce Comtex and Mr. Lackey to enter into the aforesaid transaction evidenced by the Extension Note, and to further secure the same, the defendants Rogers and Kimbrell, for consideration, also executed written guarantees within the Extension Note dated October 26, 2023, whereby they absolutely, unconditionally, and irrevocably guaranteed to Comtex and Mr. Lackey the full and prompt payment of all obligations of Exodus under the Extension Note. *See* Ex. B, ¶¶ 5-6.

13. In support of the personal guarantees given by Rogers in the Note and Extension Note, Rogers provided a signed Personal Financial Statement to Comtex and Mr. Lackey. A true and accurate copy of the Personal Financial Statement of Frank G. & Sonya M. Rogers is attached hereto and incorporated herein as Exhibit C.

14. In support of the personal guarantees given by Kimbrell in the Note and Extension Note, Kimbrell provided a Personal Financial Statement to Comtex and Mr. Lackey. A true and accurate copy of the Personal Financial Statement of Joshua Kimbrell is attached hereto and incorporated herein as Exhibit D.

15. The obligations under the Note and subsequent Extension Note are in default for, among other reasons, the failure of Exodus, Rogers, and Kimbrell to make payments when due.

16. As a result of the aforesaid defaults, Comtex and Mr. Lackey have exercised their rights to declare the entire balances under the Note and Extension Note immediately due and payable in full.

17. There is now due and owing under the Note and Extension Note—as of December 10, 2025, and exclusive of attorneys' fees, costs of collection, and additional interest since that date—the sum of \$260,912.84, which represents: (1) unpaid principal in the amount of \$250,000.00 and (2) accrued and unpaid interest in the amount of \$10,912.84.

18. Plaintiffs mailed a Loan Default Notice to Exodus, Rogers, and Kimbrell on June 26, 2025. A true and accurate copy of the notice is attached hereto and incorporated herein as Exhibit E.

19. The Note and Extension Note both provide that Exodus, Rogers, and Kimbrell would pay all costs and expenses of collection including, but not limited to, reasonable attorneys' fees.

20. Comtex and Mr. Lackey are therefore entitled to judgment against Exodus, Rogers, and Kimbrell, jointly and severally, in the aggregate amount of \$260,912.84, plus additional interest and other amounts properly chargeable to the aforesaid loan, including without limitation, reasonable attorneys' fees and the costs of this action.

FOR A FIRST CAUSE OF ACTION
(BREACH OF CONTRACT AGAINST ALL DEFENDANTS)

21. Plaintiffs incorporate herein by reference each and every allegation set forth hereinabove as if repeated verbatim.

22. Defendants entered into a binding contract with Plaintiffs by executing the Note on October 26, 2022, and by executing the Extension Note on October 26, 2023. *See* Ex. A and Ex. B.

23. As consideration, Plaintiffs loaned Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to Defendants, and Defendants promised to pay Plaintiffs the principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), plus interest, according to the terms of the Note and Extension Note. *See id.*

24. Defendants breached the contract with Plaintiffs by failing to make payments required under the terms of the Note and Extension Note.

25. Plaintiffs notified Defendants of the breach by declaring the Note and Extension Note in default via a Loan Default Notice dated June 26, 2025. *See* Ex. E.

26. Defendants have continued to fail to perform under the contract even after receipt of the Loan Default Notice.

27. Plaintiffs have suffered damages as a direct and proximate result of the breach by Defendants.

28. Plaintiffs are entitled to judgment against Defendants, jointly and severally, for breach of contract in the amount of \$260,912.84, plus additional interest after December 10, 2025, together with reasonable attorneys' fees and the costs of this action.

FOR A SECOND CAUSE OF ACTION
(COLLECTION ON PROMISSORY NOTE AGAINST ALL DEFENDANTS)

29. Plaintiffs incorporate herein by reference each and every allegation set forth hereinabove as if repeated verbatim.

30. Defendants executed the Note in favor of Plaintiffs on October 26, 2022, and the Extension Note in favor of Plaintiffs on October 26, 2023. *See* Ex. A and Ex. B.

31. Pursuant to the terms of the Note and Extension Note, Plaintiffs loaned Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to Defendants, and Defendants promised to pay Plaintiffs the principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), along with interest. *See id.*

32. Exodus, as maker of the Note and Extension Note, is immediately obligated to pay Plaintiffs thereunder.

33. Rogers and Kimbrell are also immediately obligated to pay Plaintiffs under the Note and Extension Note pursuant to sections 36-3-402 and 36-3-419 of the South Carolina Code.

34. Defendants failed to make payments required under the terms of the Note and Extension Note, and the Note and Extension Note are in default.

35. Plaintiffs mailed a Loan Default Notice to Defendants on June 26, 2025. *See* Ex. E.

36. Plaintiffs have thus exercised their rights under the terms of the Note and Extension Note to declare the entire balance under the Note and Extension Note immediately due and payable in full.

37. Defendants have not satisfied their obligations under the Note and Extension Note since receiving the Loan Default Notice.

38. There is now due and owing under the Note and Extension Note, as of December 10, 2025, and exclusive of attorneys' fees, costs of collection, and additional interest since that date, the sum of \$260,912.84, which represents: (1) unpaid principal in the amount of \$250,000.00 and (2) accrued and unpaid interest in the amount of \$10,912.84.

39. Plaintiffs are entitled to judgment against Defendants, jointly and severally, for collection of the Note and Extension Note in the amount of \$260,912.84, plus additional interest after December 10, 2025, together with reasonable attorneys' fees and the costs of this action.

FOR A THIRD CAUSE OF ACTION
(COLLECTION ON GUARANTY AGAINST ROGERS AND KIMBRELL)

40. Plaintiffs incorporate herein by reference each and every allegation set forth hereinabove as if repeated verbatim.

41. Rogers and Kimbrell executed the Note in favor of Plaintiffs on October 26, 2022, and the Extension Note in favor of Plaintiffs on October 26, 2023. *See* Ex. A and Ex. B.

42. The Note and Extension Note both contain guarantees of payment to Plaintiffs on behalf of Rogers and Kimbrell.

43. Rogers and Kimbrell both provided Personal Financial Statements to Comtex and Mr. Lackey in support of their personal guarantees of the Note and Extension Note. *See* Ex. C and Ex. D.

44. Defendants failed to make payments required under the terms of the Note and Extension Note, and the Note and Extension Note are in default.

45. Plaintiffs mailed a Loan Default Notice to Defendants on June 26, 2025. *See* Ex. E.

46. Plaintiffs have thus exercised their rights under the terms of the Note and Extension Note to declare the entire balance under the Note and Extension Note immediately due and payable in full.

47. Defendants have not satisfied their obligations under the Note and Extension Note since receiving the Loan Default Notice.

48. There is now due and owing under the Note and Extension Note, as of December 10, 2025, and exclusive of attorneys' fees, costs of collection, and additional interest since that date, the sum of \$260,912.84, which represents: (1) unpaid principal in the amount of \$250,000.00 and (2) accrued and unpaid interest in the amount of \$10,912.84.

49. Plaintiffs are entitled to judgment against Rogers and Kimbrell, jointly and severally as guarantors, for payment of the Note and Extension Note in the amount of \$260,912.84, plus additional interest after December 10, 2025, together with reasonable attorneys' fees and the costs of this action.

FOR A FOURTH CAUSE OF ACTION
(QUANTUM MERUIT AGAINST ALL DEFENDANTS)

50. Plaintiffs incorporate herein by reference each and every allegation set forth hereinabove as if repeated verbatim.

51. Plaintiffs conferred a benefit upon Defendants by loaning them Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

52. Defendants realized the benefit of the loan by using the money for Exodus, of which Rogers and Kimbrell are the sole members.

53. Defendants retained the benefit of the \$250,000.00 loan, as they have failed to repay the money to Plaintiffs.

54. Retention of the benefit of the \$250,000.00 loan by Defendants is unjust to Plaintiffs.

55. Plaintiffs are entitled to judgment against Defendants, jointly and severally, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), plus interest.

WHEREFORE, Comtex and Mr. Lackey pray for judgment against Exodus, Rogers, and Kimbrell, jointly and severally, in the amount of \$260,912.84, plus additional interest after December 10, 2025, together with reasonable attorneys' fees and the costs of this action, and for such other and further relief in Plaintiffs' favor as the Court deems just and proper.

/s/ John B. White, Jr.

John B. White, Jr. (S.C. Bar No. 5996)

Griffin Littlejohn Lynch (S.C. Bar No. 72518)

Christopher R. Jones (S.C. Bar No. 101265)

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Defendants.

**VERIFICATION OF AMENDED
COMPLAINT, STATEMENT OF
ACCOUNT, AND AFFIDAVIT OF
RICHARD A. LACKEY**

PERSONALLY APPEARED BEFORE ME, Richard A. Lackey, who being first duly sworn,
deposes and states as follows:

1. I am the President of Comtex, Inc., a Plaintiff herein, and I am also an individual plaintiff herein.
2. I am over the age of eighteen (18) and competent to make this Affidavit.
3. I am familiar with the loan transaction described in the foregoing Amended Complaint, and I am authorized to make this Affidavit on behalf of myself and Comtex, Inc.
4. The allegations contained in the foregoing Amended Complaint are true to the best of my knowledge and/or based upon the corporate records of Comtex, Inc. and my personal records, except as to those stated upon information and belief, which I believe to be true.
5. The following itemized statement of account is true and correct within my knowledge as of the date below, exclusive of attorneys' fees, costs, and additional interest:

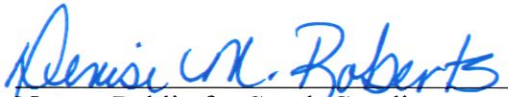
Unpaid principal:	\$250,000.00
Accrued and unpaid interest as of 12/10/2025:	\$ 10, 912.84
TOTAL DUE as of December 10, 2025:	\$260, 912.84

FURTHER DEPONENT SAYETH NOT.



Richard A. Lackey

SWORN and subscribed to before me
This 11TH day of December, 2025.



Notary Public for South Carolina

Notary Name: Denise Roberts

My Commission Expires: 7/26/2026

FITSNEWS