

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

NANCY PATEL & KRISH CHANDRA  
1179 Whitehall Pointe,  
Dunwoody, GA 30338

Case No: 1:24-cv-859

*Plaintiffs*

v.

DAB Inspection and Consulting Services LLC  
107 Carpenter Drive, Suite 260  
Sterling, VA 20164

*Defendant*

SERVE REGISTERED AGENT:

Vijayalakshmi Murugesan  
42887 Edgegrove Heights  
Ashburn, VA 20148

BABU RAMARAJ  
23637 Crawford Knoll Ct  
Aldie, VA 20105

*Defendant*

VIJAYALAKSHMI MURUGESAN  
23637 Crawford Knoll Ct  
Aldie, VA 20105

*Defendant*

## **COMPLAINT**

Pursuant to Fed. R. Civ. P. 15 (a), Plaintiffs, Nancy Patel, through undersigned attorneys, brings this action against Defendants DAB Consulting Services LLC, Mr. Babu Ramaraj, and Mrs. Vijayalakshmi Murugesan, on the grounds and in the amounts set forth herein:

## **PRELIMINARY STATEMENT**

In this complaint, Plaintiffs assert the following causes of action against the Defendants:

(1) Violations of Virginia Security Laws at VA Code Ann. § 13.1-502, (2) Fraud (Actual and Constructive and Malice), (3) Breach of Contract and (4) Negligence. Plaintiffs assert damages at the end of the counts.

## **PARTIES**

1. Plaintiff, Nancy Patel is an individual who is a citizen of and resides in the state of Georgia.
2. Plaintiff, Krish Chandra is an individual who is a citizen of and resides in the state of Georgia.
3. Patel and Chandra are married to each other.
4. Defendant, DAB Inspection and Consulting Services LLC, (hereinafter “DAB”) is an entity organized under the laws of Virginia.
5. Defendant, Mr. Babu Ramaraj is an individual who is a citizen of and resides in the Commonwealth of Virginia.
6. Defendant, Mrs. Vijayalakshmi Murugesan, is an individual who is a citizen of and resides in the Commonwealth of Virginia.

### **JURISDICTION AND VENUE**

7. Pursuant to 28 U.S.C. § 1332, this Court has jurisdiction based on diversity of citizenship and the amount at stake is more than \$ 75,000.
8. Plaintiffs are citizens of Georgia.
9. The individual defendants. Ramaraj and Murugesan, are citizens of the Commonwealth of Virginia, and they maintain their residence in Loudon County, Virginia, which is also their usual place of abode.
10. The corporate defendant, DAB, is organized in Virginia, its corporate headquarters is in Virginia, and is deemed a citizen of Virginia.
11. DAB is owned by Ramaraj and Murugesan and both individuals are managing members of DAB.
12. Plaintiffs seek damages that exceed \$ 75,000.
13. Pursuant to 28 U.S.C. § 1391(b)(3), venue is proper in the Eastern District of Virginia because a substantial part of the events or omissions giving rise to the claim occurred in the Commonwealth of Virginia.

### **FACTUAL ALLEGATIONS**

14. DAB represents on its website that the company provides quality assurance and geo-technical instrumentation and monitoring services. [<https://www.dabconsultingllc.net/>].
15. Further the company is licensed, insured, and bonded services company.
16. DAB also represents that it is engaged in public infrastructure projects in the Washington DC metro area.
17. Defendant Ramaraj was licensed as a professional engineer in Virginia.

**Sale of Unregistered Securities in Virginia:**

18. DAB is not registered with the State Corporation Commission as a Broker/Dealer or Agent to sell securities in Virginia. [ <https://scc.virginia.gov/RegSearches>].
19. Defendants Ramaraj and Murugesan, who are also not registered as Broker/Dealer or Agents to sell securities in Virginia.
20. On August 7, 2023, the three Defendants sold a Promissory Note to Plaintiffs (hereinafter Promissory Note”). [Exhibit 1].
21. Plaintiffs paid Defendants \$200,000 as it was required under the Promissory Note.
22. The Promissory Note is not registered as a security with the State Corporation Commission of Virginia.
23. In the Promissory Note, Defendants promised to pay back Plaintiffs by September 30, 2025, a maturity period of 25 months.
24. The Promissory Note offered to also pay an incredible amount in interest payment during the course of the maturity period - \$144,000 or Seventy Two Percent (72%) in interest payments alone.
25. In the Promissory Note, Defendants claim they are insured in section 15 of the Agreement.
26. The United States Securities and Exchange Commission provides the following guidance on its website captioned “Broken Promises: Promissory Note Fraud”:

Investors purchase the promissory notes, enticed by the promise of a high, fixed-rate return – up to fifteen or twenty percent – with a very low level of risk. The promissory notes may appear all the more attractive because the seller falsely claims that they're "guaranteed" or insured. And few investors ask tough questions about these investments because they know and trust the sellers, insurance agents with whom they've done business in the past.
27. Defendants made two payments to Plaintiffs pursuant to the Promissory Note - \$6,000 on November 1<sup>st</sup> and then another \$6,000 on December 1<sup>st</sup>, 2023.



28. Defendants have failed to make any other payments to Plaintiffs pursuant to the terms of the Promissory Note.
29. Defendants have sold or offered for sale similar promissory notes to other persons.
30. Defendants have used group meetings, and electronic communications such as emails, texts, and telephone calls, and other similar means to pitch and sell these promissory notes.
31. In or around September 2022, Defendants held a group meeting at their offices and over Zoom to solicit these promissory notes.
32. This meeting was attended by Mr. Kiran Dandu, a friend of the Plaintiffs.
33. Defendants sold the instant Promissory Note to Plaintiffs via use of emails and texts messages.
34. On information and belief, Defendants have solicited these promissory notes to more than thirty-five (“35”) individuals.

**Material Representations and Concealment by Defendants:**

35. During the September 2022 meeting at DAB offices, Defendants represented that DAB needed funds to obtain bonds for construction projects that the company had secured with the Commonwealth of Virginia.
36. Defendants displayed visual Power Point type slides and spread sheets about the business to demonstrate that DAB was in good financial condition.
37. At this September 2022 meeting, Defendants never disclosed any financial statements concerning DAB or the investments they were selling.
38. Subsequent to attending the September 22, 2022, group meeting, Mr. Dandu purchased a promissory note from Defendants.

39. In or around July 2023, Defendants sold another promissory note to Kiran Dandu.
40. Once again as in September 2022, Defendants represented to Mr. Dandu that they needed funds to obtain bonds for contracts and that DAB was in good financial condition.
41. In August 2023, Mr. Dandu referred Mr. Krish Chandra to Defendants
42. Defendants contacted Mr. Chandra via telephone and email and solicited investments from Mr. Chandra and Mrs. Patel.
43. In these communications and meetings, Defendant Ramaraj represented that Krish and Nancy could invest in the August raise; and welcomed the couple to the DAB family.
44. Defendant Ramaraj had direct contact with Mr. Chandra via email, texts, and telephone calls.
45. To induce Plaintiffs to invest in DAB and execute the Promissory Note, Defendant Ramaraj and DAB represented that DAB was then in a sound and healthy financial condition, and that the Company had secured contracts for which it needed additional funding for the contract bonds.
46. To further entice Plaintiffs to invest, Defendants offered an immense, too good to be true, \$144,000 dollars in interest payment or Seventy Two Percent (72%) in interest payments to be paid during the course of the maturity period.
47. Defendants represented that there was no reasonable possibility that Plaintiffs investment would result in any financial losses and that the only reasonable possibility was that Plaintiffs would realize profits.
48. At no time during the course of these communications did Defendants provide Mr. Chandra or Mrs. Patel with a financial statement showing the true state of DAB's business and/or financial condition.

49. On August 7, 2023, Plaintiffs purchased the Promissory Note that Defendants themselves had authored and drafted.
50. Defendants only identified Mrs. Patel as the lender in the document, but they knew the \$200,000 belonged to both husband and wife, Mr. Chandra, and Mrs. Patel.
51. Defendants never disclosed to Plaintiffs that the Promissory Note investments were not registered with Virginia's State Corporation Commission.
52. Defendants never disclosed to Plaintiffs that they were not licensed by the Virginia's State Corporation Commission. to offer or sell Promissory Note securities.

**COUNT 1**  
**VIOLATIONS OF THE VA SECURITY LAWS**

53. The aforementioned paragraphs are incorporated herein by reference as if fully stated.
54. VA Code Ann. § 13.1-501 identifies a promissory note as a security.
55. Pursuant to Va Code Ann. § 13.1-501, any person engaged in the business of selling any type of note or security is a Broker-dealer.
56. Defendants are Broker-dealers(s) in that they collectively have conducted sales of security as well as have solicited offers for the sale of securities.
57. It is unlawful for any person transacting business in Virginia as a Broker-dealer unless he or she is duly registered with the State Corporate Commission. VA Code Ann. § 13.1-504 (A).
58. None of the Defendants are registered as Broker-dealer(s) in the Commonwealth of Virginia.
59. It shall be unlawful for any person to offer or sell any security unless the security is registered in the Commonwealth of Virginia. VA Code Ann. § 13.1-507.
60. Defendants have not registered the Promissory Note as a security in Virginia.
61. VA Code Ann. § 13.1-502 deems the following kinds conduct unlawful:  
  
It shall be unlawful for any person in the offer or sale of any securities, directly or indirectly,
  - (1) To employ any device, scheme, or artifice to defraud, or
  - (2) To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or

- (3) To engage in any transaction, practice or course of business which operates or would operate as a fraud or deceit upon the purchaser.
62. Defendants, and each of them, directly or indirectly, employed a device or scheme to defraud Plaintiffs; made untrue statements of material facts; omitted to state material facts necessary to make the statements that defendants made to Plaintiffs, in light of the circumstances under which they were made, not misleading; and engaged in acts, practices, and a course of business that operated as a fraud and deceit on Plaintiffs in connection with the offer and sale of a security. Defendants thus violated VA Code Ann. § 13.1-502.
63. Defendants have collected \$ 200,000 from Plaintiffs by means of several untrue statements such as selling her unregistered security, by unregistered persons, and by withholding material information that impacted the security.
64. Defendants act of selling the Promissory Note while at the same time failing to disclose material facts to Plaintiffs constitutes deceit upon the purchaser.
65. Plaintiffs relied on Defendants actions to wire \$ 200,000 to Defendants.
66. Plaintiffs have been harmed due to Defendants actions.
67. WHEREFORE, Plaintiffs seek recovery in the form of damages as identified below in the Damages section.

**COUNT 2**

**FRAUD (Intentional Misrepresentation and Malice)**

68. The aforementioned paragraphs are incorporated herein by reference as if fully stated.
69. Under Virginia, the elements of fraud are defendant made false representations of a material fact, made knowingly, in the case of actual fraud, or made negligently, in the case of constructive fraud; reliance on that false representation to [the injured party's] detriment;

and resulting damage. Neal v. Sec'y of Dep't of Veterans Affs., 79 Va. App. 1, 893 S.E.2d 397 (2023).

70. Fraud is (1) a false representation, (2) of a material fact, (3) made intentionally and knowingly, (4) with intent to mislead, (5) reliance by the party, and (6) resulting damage to the party who is misled. Prospect Development Co., Inc. v. Bershader, 258 Va. 75, 85, 515 S.E.2d 291 (1999).
71. Deliberate and knowing concealment of material facts by the defendant constitutes fraudulent misrepresentation. Doe by & Through Doe v. Baker, 299 Va. 628, 857 S.E.2d 573 (2021).
72. In order for nondisclosure to constitute fraud, there must be a “suppression of facts which one party is under a legal or equitable obligation to communicate to the other, and which the other party is entitled to have communicated to him.” Id.

**Knowing and Intentional Material Non-Disclosures**

73. Defendants have never disclosed they were unregistered to sell or offer securities in Virginia.
74. Defendants have never disclosed that the security itself was unregistered.
75. Defendants have never disclosed any material information related to the security including audited financial statements that would have Plaintiffs’ decision to convey \$200,000 to Defendants.
76. Pursuant to VA Securities Act at Va Code Ann. § 13.1-501 et seq., and Va Administrative Code at 21 VAC 5-30-10 et seq., Defendants had a statutory duty to disclose these material facts to Plaintiffs.

77. These misrepresentations or non-disclosures by the Defendants were material and false.
78. Defendants knew they and the Promissory Note were not registered with the State Corporation Commission.
79. Defendants as owners and managing members of DAB have always known the true financial condition of their business and other material information related to the business.
80. Defendants had several opportunities to disclose these facts to Plaintiffs, but they repeatedly failed to do so through the course of their communications and as part of the closing of the Promissory Note transaction.
81. Defendants intended to deceive Plaintiffs to induce her to invest \$ 200,000.
82. Defendants had knowledge of all material facts in their possession, and they reasonably knew that had they disclosed these facts, Plaintiffs would have never invested her family's hard-earned monies with Defendants.
83. Plaintiffs relied on Defendants action to wire \$200,000 to Defendants.
84. In addition to the material non-disclosures, Defendants affirmatively misrepresented that they would use Plaintiffs' monies to obtain contract bonds and that DAB was in sound and healthy financial condition.

**Knowing and Intentional Material Affirmative Misrepresentations**

85. Defendants also knowingly and falsely represented they would pay her \$144,000 in interest payments over a 2-year period.
86. Defendants also misrepresented the DAB's financial condition and that Plaintiffs' monies were going to be used to obtain contract bonds.

87. Plaintiffs did not know that these representations alleged in this complaint were untrue at the time they were made. In reliance on the misrepresentations of Defendants and in ignorance of the true facts, Plaintiffs executed the Promissory Note and wired \$ 200,000 to Defendants.
88. Defendants intended to mislead as they knew they had made false statements in the Promissory Note; additionally, Defendants had a duty to disclose material information about the Company which only they knew but kept hidden from the Plaintiffs.
89. As a direct and proximate result of the misrepresentations, concealment, and fraud of Defendants, Plaintiffs suffered loss and damage as identified in the Damages section below.

**Actual Malice & Recklessness:**

90. Punitive damages are allowable only where there is misconduct or actual malice, or such recklessness or negligence as to evince a conscious disregard **\*351** of the rights of others.’ City-to-City Auto Sales, LLC v. Harris, 78 Va. App. 334, 891 S.E.2d 396 (2023).
91. Defendants sold unregistered securities and themselves were unregistered to Plaintiffs and others. Defendants engaged in concealed material facts and made material misrepresentation to induce Plaintiffs to wire them \$ 200,000. As a result of the willful fraud and malice practiced on Plaintiffs by Defendants, Plaintiffs is entitled to punitive damages as identified in the Damages section below.
92. Defendants promising astronomical interest rates, low risk, and that they were insured are all hallmarks for promissory note fraud.



93. Virginia law defines "Pyramid promotional scheme" means any plan or operation by which a person gives consideration for the opportunity to receive compensation a majority of which is derived from the introduction of other persons into the plan or operation rather than from the sale or consumption of goods, services, or intangible property by a participant or other persons introduced into the plan or operation. VA (Criminal Code) § 18.2-239
94. On information and belief, Defendants operated a pyramid promotional scheme on Plaintiffs.
95. As a result of the willful fraud and malice practiced on Plaintiffs by Defendants, Plaintiffs is entitled to punitive damages as identified in the Damages section.

**COUNT 3**  
**BREACH OF CONTRACT**

96. The aforementioned paragraphs are incorporated herein by reference as if fully stated.
97. Defendants and Plaintiffs entered into a signed written agreement, the Promissory Note.
98. Defendants have signed and notarized the document in their individual and corporate capacity.
99. As per the agreement, Plaintiffs performed; she conveyed \$ 200,000 to Defendants.
100. The agreement requires Defendants to pay Plaintiffs \$6000 per month due 30<sup>th</sup> calendar day of each month beginning October 2023 to September 2025.
101. Defendants have failed to make payments from December 2023 to the present.
102. On February 7, 2024, Plaintiffs provided a notice to cure but Defendants have failed to cure.
103. Defendants are in default on the Promissory Note.
104. As a result. Plaintiffs have been harmed.

105. WHEREFORE, Plaintiffs seek damages as identified below in the Damages section.

**COUNT 4**  
**NEGLIGENCE**

106. The aforementioned paragraphs are incorporated herein by reference as if fully stated.

107. To allege a claim of negligence, Plaintiffs must show (1) defendant owed a duty to the Plaintiffs; (2) defendant breached the duty; and (3) Plaintiffs suffered injury that was proximately caused by the breach.

108. Defendants engaged in a transaction to sell a security in the Commonwealth of Virginia.

109. As required by 21 VAC 5-30-10, Defendants had a duty of care to produce audited financial statements as well as financial information related to the security to Plaintiffs as required by 21 VAC 5-30-10.

110. As alleged in the sections above, Defendant breached these duties including but not limited to failing to disclose financial statements and information.

111. Plaintiffs have suffered harm due to Defendants' actions and their breach of duty.

112. WHEREFORE, Plaintiffs seek damages as identified below in the Damages section.

**DAMAGES & OTHER RELIEF**

113. The aforementioned paragraphs are incorporated herein by reference as if fully stated.
114. For all Counts, Plaintiffs seek a judgment for the full amount of damages of at least \$188,000, plus pre-judgment interest for all amounts due, and post judgment interest at the same rate, and all such further relief as this court seems just and proper; AND
115. For Count 1, pursuant to VA Code Ann. § 13.1-522, Plaintiffs seek an additional amount of six (6%) percent interest annually.
116. For Counts 1 and 2, Plaintiffs additionally seek attorney fees and costs incurred for this lawsuit.
117. For Count 2, Plaintiffs additionally seek punitive damages against Defendants in an amount of \$996,000 or as determined at trial by jury.
118. For Count 3, Plaintiffs seek an additional interest in the amount of \$ 144,000.
119. Plaintiffs have and continue to incur other financial harm in that they lost profits or have lost opportunities to realize monthly income from the amounts that were appropriated by the Defendants.

**JURY DEMAND**

Plaintiffs demand a trial by jury as to all issues raised in this case.

Respectfully submitted.

Plaintiffs NANCY PATEL & KRISH CHANDRA

By Counsel

/s/



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Robert S. Webb, Esq.  
Va. Bar No.: 91698  
Webb Legal, PLLC.  
10304 Eaton Place, Suite 100  
Fairfax, Va. 22030  
Phone: (703) 382-2287  
rswebb@webbleglapllc.com

*Pro Hoc Vice Motion to be submitted:*

/s/

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Dev Kayal, Esq.  
USDC Bar #: 446195  
14201 Laurel Park Drive, Ste 223  
Laurel MD 20707  
Tel: 301-502-0486  
Email: dev@dojolaw.com

*Pro Hoc Vice Motion to be submitted:*

/s/

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Daniel Kenney, Esq.  
USDC Bar # MD0025  
5425 Wisconsin Ave #600,  
Chevy Chase, MD 20815  
Tel: (202) 430-5966  
Email: dan@dkemployment.com

## PROMISSORY NOTE

THIS PROMISSORY NOTE (this “Note”) is made as of August 07, 2023 (the “Effective Date”), by **Babu Ramaraj**, and **DAB Inspection and Consulting Services, LLC**, a Virginia limited liability company (the “Company”) in favor of **Mrs. Nancy V Patel** [REDACTED] her successors and assigns.

FOR VALUE RECEIVED, Babu Ramaraj and DAB Inspection and Consulting Services, LLC (collectively, the “Borrower”), promises to pay to the order of **Mrs. Nancy V Patel**, her successors and assigns (the “Lender,”) without offset, by wire transfer, direct deposit or electronic payment of funds to a bank account as Lender shall designate in writing, the principal amount \$200,000.00 (Dollars Two-Hundred Thousand only (the “Principal Sum”)), together with interest on the principal amount in United States Dollars (“USD”). If Borrower consists of more than one person, their liability shall be joint and several, and the compromise of any claim with, or the release of, any Borrower shall not constitute a compromise with, or a release of, any other Borrower.

### 1. Total Interest

The total interest amount on the Principal Sum is \$144,000.00 (One Hundred and Forty -Four Thousand Dollars USD, “Interest”).

### 2. Interest Payments

Interest shall accrue and be payable on the unpaid Principal Sum from the Effective Date until September 30, 2025, whether by acceleration, declaration, extension or otherwise. Monthly interest payments of \$6,000.00 (Six Thousand USD) shall begin on October 15, 2023 and shall continue on the 30<sup>th</sup> day of each succeeding calendar month (each monthly interest payment, “Interest Payment”). Interest Payments shall be due on the 15th day of October 2023, and after that 30<sup>th</sup> of each calendar month from November 2023 to September 2025.

### **3. Maturity**

Unless sooner paid, the unpaid Principal Sum shall be due and payable in full on September 15, 2025 (the "Maturity Date").

### **4. Account Records**

Lender shall maintain records of the dates and amounts of advances of the Principal Sum and Interest Payments, the date to which Interest Payments have been paid, the unpaid Principal Sum, pay-off date and any other account information. Such records shall be maintained unilaterally by Lender without notice to Borrower and shall be presumed to be correct.

### **5. Application and Place of Payments**

All payments made on account of this Note shall be applied first to the payment of accrued and unpaid Interest Payments then due hereunder, and the remainder, if any, shall be applied to the unpaid Principal Sum. All payments on account of this Note shall be paid by wire transfer, direct deposit or electronic funds transfer of lawful money of the United States of America to the account designated by Lender

### **6. Prepayment of Principal Sum and Interest**

Borrower may prepay the Principal Sum in whole or in part to Lender before its Maturity Date without premium or penalty ("Prepayment of Principal"). Prepayment of Principal will not have any impact on the Total Interest and/or Interest Payments. If Borrower makes a Prepayment of Principal, Borrower will notify Lender in writing to apply such payment as prepayment to reduce the Principal Sum. Borrower may also prepay the outstanding Interest Amount before the Maturity Date without premium or penalty (Prepayment of Interest). If Borrower makes a Prepayment of Interest, Borrower will notify Lender in writing to apply such payment as prepayment to reduce the outstanding interest.

### **7. Loan Documents**

The term "Loan Documents" as used in this Note shall mean collectively this Note and any other instrument, agreement, or document previously, simultaneously, or hereafter executed and delivered by



Borrower and/or any other person, singularly or jointly with any other person, evidencing, securing, guaranteeing, or in connection with the Principal Sum.

#### **8. Events of Default**

The occurrence of the following event shall constitute an event of default (individually, an “Event of Default”) under the terms of this Note:

- The failure of Borrower to pay to Lender when due, if such failure is not cured within thirty (30) days of written notice from Lender to Borrower informing of such failure, any and all amounts payable by Borrower to Lender under the terms of this Note, and/or any of the other Loan Documents.

#### **9. Remedies and Cure**

Upon the occurrence of an Event of Default, at the sole option of Lender, all amounts payable by Borrower to Lender under the terms of this Note shall immediately become due and payable by Borrower to Lender without notice to Borrower or any other person, and Lender shall have all of the rights, powers, and remedies available under the terms of this Note or any of the other Loan Documents and all applicable laws. Notwithstanding the foregoing, Lender shall send Borrower a written notice that payment is past due, and Borrower has thirty (30) days to cure such Event of Default. No late payment shall be due. If Borrower makes payment within such thirty (30) day cure period, this Note shall continue in full force and effect. Borrower and all endorsers, guarantors, and other parties who may now or in the future be primarily or secondarily liable for the payment of the indebtedness evidenced by this Note hereby severally waive presentment, protest and demand, notice of protest, notice of demand and of dishonor and nonpayment of this Note.

#### **10. Pari Passu**

The Borrower shall ensure that at all times its obligations hereunder and under the Note rank at least pari passu in right of payment with all similar currently outstanding promissory notes and future promissory notes of the Borrower.

### **11. Death or Disability of Borrower**

In the event the Principal dies or becomes Permanently Disabled prior to the Maturity Date, the co-owner of the Company and wife of the Principal, Vijayalakshmi Murugesan (the "co-owner") will be obligated to pay to Lender any outstanding balance. In the event of death or disability of both the principal and the co-owner, the board will duly handle the distribution of all outstanding balance.

### **12. Notices**

Any notice, request, or demand to or upon Borrower or Lender shall be deemed to have been properly given or made when delivered via first class mail to

- Borrower at 107 Carpenter Drive, Suite 215, Sterling, VA 20164
- Lender at 1170 Whitehall Pointe, Dunwoody, GA 30338.

### **13. Miscellaneous**

Each right, power, and remedy of Lender as provided for in this Note, or any of the other Loan Documents, or now or hereafter existing under any applicable law or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note, any of the other Loan Documents or now or hereafter existing under any applicable law. No failure or delay by Lender to insist upon the strict performance of any term, condition, covenant, or agreement of this Note, or any of the other Loan Documents, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude Lender from exercising any such right, power, or remedy at a later time or times. By accepting payment after the due date of any amount payable under the terms of this Note, Lender shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under the terms of this Note or to declare an Event of Default for the failure to affect such prompt payment of any such other amount. No course of dealing or conduct shall be effective to amend, modify, waive, release, or change any provisions of this Note.



#### **14. Severability**

In the event any provision of this Note (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal, or unenforceable.

#### **15. Insurance**

Borrower shall maintain the following insurance and shall provide Lender with proof of coverage upon request. In the event of any lapse or change in coverage, Borrower shall promptly notify Lender in writing.

- Business liability insurance for DAB Inspection and Consulting in the amount of \$3,000,000 per occurrence and \$6,000,000 in the aggregate; and
- Life insurance for Babu Ramaraj in the amount of \$14,000,000.

In the event of any unfortune situations, Mrs. Vijayalakshmi Murugesan is liable fully to settle the lender from the Insurance payments.

#### **16. Assignment of Insurance**

As additional security for the payment and performance of the Obligations, the Borrower agrees to assign to the Lender any and all monies (including, without limitation, proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of the Borrower with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto, and the Borrower hereby agrees to direct the issuer of any such policy to pay all such monies directly to the Lender. At any time, whether or not a Default Period then exists, the Lender may (but need not), in the Lender's name or in the Borrower's name, execute and deliver proof of claim, receive all such monies, endorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any

claim against the issuer of any such policy.

**17. Termination**

Upon payment in full of the Principal Sum and Interest due and owing under this Note and the performance of all obligations set forth herein, this Note shall terminate and be of no further force and effect.

**18. Captions; Plural**

The captions herein set forth are for convenience only and shall not be deemed to define, limit, or describe the scope or intent of this Note. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply

**19. Applicable Law**

Borrower acknowledges and agrees that this Note shall be governed by the laws of the State of Virginia, without regard to its conflict of law provisions, even though for the convenience and at the request of Borrower, this Note may be executed elsewhere.

**20. Consent to Jurisdiction.**

Borrower irrevocably submits to the jurisdiction of any state or federal court sitting in the State of Virginia over any suit, action, or proceeding arising out of or relating to this Note, or any of the other Loan Documents. Borrower irrevocably waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon Borrower and may be enforced in any court in which Borrower is subject to jurisdiction by a suit upon such judgment, provided that service of process is affected upon Borrower as provided in this Note or as otherwise permitted by applicable law.

There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

*[Remainder of page intentionally blank. Signature pages follow]*

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Note as of the Effective Date.

**BABU RAMARAJ**



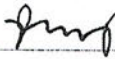
Address: 42887 Edgegrove Hts  
Ter Ashburn, VA 20148

SSN: 503 - 33 - 5009

STATE OF VA, at-  
large, COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 8<sup>TH</sup> day of AUGUST, 2023.

 (SEAL)  
Notary Public: Regine Cristianne Encinas Carino  
My commission expires: May 31, 2027  
Registration #: 8041335





**DAB INSPECTION AND CONSULTING SERVICES, LLC**, a Virginia limited liability company



By: Babu Ramaraj  
Its: Managing Member and Co-Owner

Office Address: 107 Carpenter Dr, Suite 215  
Sterling, VA 20164

FEIN: 83-314-5864

STATE OF VA, at-  
large, COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj as Managing Member of DAB Inspection and Consulting Services, LLC, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 8<sup>TH</sup> day of AUGUST, 2023.



\_\_\_\_\_(SEAL)  
Notary Public: Regine Cristianne Encinas Carino  
My commission expires: May 31, 2027  
Registration #: 8041335



DAB INSPECTION AND CONSULTING SERVICES, LLC, a Virginia limited liability company




By: Vijayalakshmi Murugesan  
Its: Co-Owner

Office Address: 107 Carpenter Drive, Suite 215  
Sterling, VA 20164  
FEIN: 83-314-5864

STATE OF VA, at-  
large, COUNTY OF LOUDON, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Vijayalakshmi Murugesan as Managing Member of DAB Inspection and Consulting Services, LLC, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 8<sup>TH</sup> day of AUGUST, 2023.

  
\_\_\_\_\_(SEAL)  
Notary Public: Regine Cristianne Encinas Carino  
My commission expires: May 31, 2027  
Registration #: 8041335



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Civil \_\_\_\_\_ Division

Nancy Patel et al

Plaintiff,

v.

Civil Action No. \_\_\_\_\_

DAB Inspection and Consulting Services LLC et al

Defendant.

**DISCLOSURE OF CITIZENSHIP IN DIVERSITY JURISDICTION CASES**

Pursuant to Federal Rule of Civil Procedure 7.1 and Local Civil Rule 7.1 of the Eastern District of Virginia, where jurisdiction is based on diversity of citizenship, all parties or intervenors in the case must, unless the Court orders otherwise, name and identify the citizenship of every individual or entity whose citizenship is attributable to that party or intervenor.

Parties and intervenors are reminded that the citizenship of a limited liability company, professional corporation, limited partnership, partnership, and unincorporated association is determined by the citizenship of all its members or partners.

DAB Inspection and Consulting Services LLC, Defendant

\_\_\_\_\_  
(Party/Intervenor)

**Virginia**

\_\_\_\_\_  
(Citizenship)

BABU RAMARAJ, Defendant

\_\_\_\_\_  
(Party/Intervenor)

**Virginia**

\_\_\_\_\_  
(Citizenship)

VIJAYALAKSHMI MURUGESAN, Defendant


\_\_\_\_\_  
(Party/Intervenor)

**Virginia**

\_\_\_\_\_  
(Citizenship)

~~05/17/2024~~ 5/22/2024

Date 22

  
\_\_\_\_\_  
Signature of Attorney or Litigant  
Counsel for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Civil \_\_\_\_\_ Division

**Nancy Patel et al**

---

Plaintiff,

v.

Civil Action No. \_\_\_\_\_

**DAB Inspection and Consulting Services LLC et al**

---

Defendant.

**DISCLOSURE OF CITIZENSHIP IN DIVERSITY JURISDICTION CASES**

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Parties and intervenors are reminded that the citizenship of a limited liability company, professional corporation, limited partnership, partnership, and unincorporated association is determined by the citizenship of all its members or partners.

**Nancy Patel, plaintiff**

---

(Party/Intervenor)

**Georgia**

---

(Citizenship)

**Krish Chandra, plaintiff**

---

(Party/Intervenor)

**Georgia**

---

(Citizenship)

\_\_\_\_\_  
(Party/Intervenor)

\_\_\_\_\_  
(Citizenship)

**05/22/2024**

---

Date



\_\_\_\_\_  
Signature of Attorney or Litigant  
Counsel for Plaintiff



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
CIVIL \_\_\_\_\_ DIVISION

Nancy Patel et al \_\_\_\_\_

VS.

Civil/Criminal Action No. \_\_\_\_\_

DAB Inspection and Consulting Services LLC et al \_\_\_\_\_

**FINANCIAL INTEREST DISCLOSURE STATEMENT**

Pursuant to Local Rule 7.1 of the Eastern District of Virginia and to enable Judges and Magistrate Judges to evaluate possible disqualification or recusal, the undersigned counsel for

\_\_\_\_\_ in the above captioned action, certifies that the following are parents, trusts, subsidiaries and/or affiliates of said party that have issued shares or debt securities to the public or own more than ten percent of the stock of the following:  
\_\_\_\_\_  
\_\_\_\_\_

Or

Pursuant to Local Rule 7.1 of the Eastern District of Virginia and to enable Judges and Magistrate Judges to evaluate possible disqualification or recusal, the undersigned counsel for

\_\_\_\_\_ in the above captioned action, certifies that the following are parties in the partnerships, general or limited, or owners or members of non-publicly traded entities such as LLCs or other closely held entities:  
\_\_\_\_\_  
\_\_\_\_\_

Or

Pursuant to Local Rule 7.1 of the Eastern District of Virginia and to enable Judges and Magistrate Judges to evaluate possible disqualifications or recusal, the undersigned counsel for Plaintiffs

\_\_\_\_\_ in the above captioned action, certifies that there are no parents, trusts, subsidiaries and/or affiliates of said party that have issued shares or debt securities to the public.

05/22/2024 \_\_\_\_\_

Date

Robert S. Webb, Esq. \_\_\_\_\_

Signature of Attorney or Litigant

Counsel for Plaintiff



JS 44 (Rev. 04/21)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b>  <b>NANCY PATEL &amp; KRISH CHANDRA</b>                  1179 Whitehall Pointe, <span style="float:right">+</span></p> <p><b>(b) County of Residence of First Listed Plaintiff</b> <u>Dekalb Cty, Georgia</u>                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c) Attorneys (Firm Name, Address, and Telephone Number)</b>                  Robert S. Webb, Esq.                  Webb Legal, PLLC.                  10304 Eaton Place, Suite 100 <span style="float:right">+</span></p>	<p><b>DEFENDANTS</b>  <b>DAB Inspection and Consulting Services LLC</b>                  107 Carpenter Drive, Suite 260 <span style="float:right">+</span></p> <p>County of Residence of First Listed Defendant <u>Loudon Cty, VA</u>                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align:center"><b>PTF</b></td> <td style="width:10%; text-align:center"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:10%; text-align:center"><b>PTF</b></td> <td style="width:10%; text-align:center"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align:center"><input type="checkbox"/> 1</td> <td style="text-align:center"><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align:center"><input type="checkbox"/> 4</td> <td style="text-align:center"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align:center"><input checked="" type="checkbox"/> 2</td> <td style="text-align:center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align:center"><input type="checkbox"/> 5</td> <td style="text-align:center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align:center"><input type="checkbox"/> 3</td> <td style="text-align:center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align:center"><input type="checkbox"/> 6</td> <td style="text-align:center"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. NATURE OF SUIT** (Place an "X" in One Box Only) Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p><b>INTELLECTUAL PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from Another District (specify)  6 Multidistrict Litigation - Transfer  8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 Va. Code Ann. 13.1-501, Common Law Breach of Contract, Negligence, Fraud

Brief description of cause:  
 Violations of VA Securities laws, breach of contract, negligence

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 998,000.00 **CHECK YES only if demanded in complaint:** **JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE May 23, 2024 SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_