

CAUSE NO. 26-3296-C425

DILEEP KUMAR RAMISETTY,
Plaintiff,

v.

AONE ACQUISITIONS, LLC;
SMART CHOICE VENTURES, LLC;
V DESI MART, LLC; SRI SAIRAM
NIDADAVOLU; RAMESH VARMA
GANAPATHIRAJU; INDRACHOWDARY
DEVARAPALLI; and NUTHANAPRIYA
KURRI,
Defendants,

v.

SAMEDAYMEATS CORP;
AVALON ALLIANCE LLC; and
BABAI SERVICES, LLC,
Third-Party Defendants.

§ **IN THE DISTRICT COURT**

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425TH JUDICIAL DISTRICT

WILLIAMSON COUNTY, TEXAS

DEFENDANT NUTHANAPRIYA KURRI'S ORIGINAL ANSWER, CROSS-CLAIMS, AND THIRD-PARTY PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Nuthanapriya Kurri ("Kurri") files this Original Answer to the Original Petition of Plaintiff Dileep Kumar Ramisetty ("Ramisetty"); her Cross-Claims against Defendants Aone Acquisitions LLC, Smart Choice Ventures LLC, V Desi Mart LLC, Sri Sairam Nidadavolu, Ramesh Varma Ganapathiraju and Indrachowdary Devarapalli; and her Third-Party Petition against Samedaymeats Corp, Avalon Alliance LLC and Babai Services, LLC, joined under Texas Rules of Civil Procedure 38, 40 and 97(f). She shows:

PART ONE — ANSWER

I. GENERAL DENIAL

1. Under Texas Rule of Civil Procedure 92, Kurri generally denies each and every allegation of Plaintiff's Original Petition and of any amendment or supplement to it, and demands strict proof of each by a preponderance of the evidence.

II. RULE 91a

2. By separate motion filed with this answer, Kurri moves under Texas Rule of Civil Procedure 91a to dismiss Plaintiff's causes of action for civil conspiracy, tortious interference with contract, breach of fiduciary duty and conversion as asserted against her, and for an award of her costs and attorney's fees under Rule 91a.

III. AFFIRMATIVE DEFENSES

3. *Company agreement.* Section 4.5 of the Company Operating Agreement of Babai Services LLC provides that no Member "will be liable to the Company or to any of the other Members for any action taken (or any failure to act) by it in good faith on behalf of the Company and reasonably believed by it to be authorized or within the scope of its authority," absent fraud, gross negligence, bad faith or willful misconduct. Kurri acted at all times in good faith on behalf of the business. Section 4.5 bars Ramisetty's claims against her.

4. *Quasi-estoppel and ratification.* Ramisetty has accepted and retained payments under the Sale Agreement. He may not keep its benefits and sue a co-Seller over its administration.

5. *Offset.* Any recovery against Kurri is subject to offset for every sum she has

advanced for the business and for every sum recovered on her claims below.

IV. DISCOVERY CONTROL PLAN

6. The claims now in this cause warrant discovery under Level 3. Kurri requests that the Court enter a docket control order under Texas Rule of Civil Procedure 190.4.

PART TWO — CROSS CLAIMS AND THIRD-PARTY CLAIMS

V. PARTIES

7. Kurri is an individual residing in Williamson County, Texas. She is one of the two Sellers named in the Sale Agreement described below, a founding Member of Babai Services, LLC, and the holder of a thirty-three percent (33%) interest in the Babai's Mart business that Babai Services, LLC and Samedaymeats Corp conducted under their Business Operating Agreement of January 6, 2025, as amended April 21, 2025. *Pl.'s Orig. Pet. Exs. B, C*. She sues individually, and derivatively on behalf of Babai Services, LLC only as to Count 2.

8. Plaintiff Dileep Kumar Ramisetty has appeared through counsel and may be served with this pleading through his attorney of record under Texas Rule of Civil Procedure 21a. He is the other Original Guarantor under the Guaranty and is bound by the declarations sought in Count 3.

9. Cross-Defendant Aone Acquisitions LLC is a Texas limited liability company named as a Buyer in the Sale Agreement and in Exhibit A to that Agreement. It may be served through its registered agent at 12493 Compassplant Drive, Frisco, Collin County, Texas 75035, through its attorney of record if it has appeared, or wherever it may be found.

10. Cross-Defendant Smart Choice Ventures LLC is a Texas limited liability

company named as a Buyer in Exhibit A to the Sale Agreement, which it executed on December 7, 2025 by Ramesh Varma Ganapathiraju. It may be served through its registered agent, through its attorney of record if it has appeared, or wherever it may be found.

11. Cross-Defendant V Desi Mart LLC is a Texas limited liability company chartered December 10, 2025. It has operated the business at the Premises since shortly after the Effective Date and holds the merchant processing account through which the business's card revenue has settled since February 2026. It may be served through its registered agent, through its attorney of record if it has appeared, or wherever it may be found.

12. Cross-Defendant Ramesh Varma Ganapathiraju is an individual who executed the Sale Agreement in his own name, with no entity designation appearing beneath his signature, and separately executed Exhibit A for Smart Choice Ventures LLC. He may be served through his attorney of record if he has appeared, or wherever he may be found.

13. Cross-Defendant Sri Sairam Nidadavolu is an individual identified in the Sale Agreement as Director of Aone Acquisitions LLC. He may be served at 12493 Compassplant Drive, Frisco, Collin County, Texas 75035, through his attorney of record if he has appeared, or wherever he may be found.

14. Cross-Defendant Indrachowdary Devarapalli is an individual who, at all material times, held, through Samedaymeats Corp, a twenty-nine percent (29%) interest in the Babai's Mart business under that agreement, exercised operating control over the company's affairs, and simultaneously acted as Director of Avalon Alliance LLC, in which capacity he executed Exhibit A to the Sale Agreement on December 7, 2025. He may be served at 6217 Horsetail Drive, McKinney, Collin County, Texas 75071, through his

attorney of record if he has appeared, or wherever he may be found.

15. Third-Party Defendant Samedaymeats Corp is a Texas corporation through which Devarapalli held his interest in the Babai's Mart business. It may be served through its registered agent or wherever it may be found.

16. Third-Party Defendant Avalon Alliance LLC is a Texas limited liability company, file number 0804606903, and is the record owner of the Premises. It executed Exhibit A to the Sale Agreement on December 7, 2025 by Indrachowdary Devarapalli, Director. It may be served through its registered agent at 12493 Compassplant Drive, Frisco, Collin County, Texas 75035, or wherever it may be found.

17. Third-Party Defendant Babai Services, LLC is a Texas limited liability company and a closely held limited liability company within the meaning of Texas Business Organizations Code Section 101.463(a), having fewer than thirty-five members and no membership interests listed on a national securities exchange. It is joined as the obligor on Count 5 and as a nominal party to the derivative claim in Count 2. It may be served through its registered agent at its registered office.

18. Kurri's claims against the Third-Party Defendants arise out of the same transactions and occurrences as the claims already in this cause and present common questions of law and fact, and Texas Rules of Civil Procedure 38, 40 and 97(f) permit their joinder.

VI. JURISDICTION AND VENUE

19. This Court has jurisdiction over the parties because the acts complained of were committed in Texas, and the amount in controversy is within the jurisdictional limits of this Court.

20. Venue is proper in Williamson County under Texas Civil Practice and Remedies Code Section 15.002(a)(1), because all or a substantial part of the events giving rise to the claims occurred in this county, and under Section 15.062, because these claims are cross-claims and third-party claims in an action properly pending here. Venue is additionally proper by contract: Article 20.2 of the Sale Agreement designates Williamson County, Texas, and paragraph 11 of the Guaranty provides that the venue of any legal action brought by the Landlord shall be in the County of Williamson, State of Texas.

VII. FACTS

A. The Sale Agreement

21. Kurri and Ramisetty, as Sellers, and the Buyers entered into a "Sale Agreement for Transfer of Business, Assets, and Membership Interests" executed December 7, 2025. The Agreement fixes its own Effective Date of December 1, 2025.

22. Section 4.1 fixes the total purchase price at \$1,060,000.00.

23. Section 4.2 recites that Aone Acquisitions LLC had previously paid \$200,000.00 and Ramesh Varma Ganapathiraju \$64,000.00, totaling \$264,000.00, and provides that "[t]hese amounts shall be deducted from the final purchase price."

24. Section 4.3 provides that "[u]pon execution of this Agreement, Buyer Ramesh Varma shall remit an initial payment of \$80,000."

25. Section 4.4 provides that the remaining balance "shall be paid pro rata to each Seller, according to their ownership percentages, which are:" and then lists two, and only two: "Dileep Kumar Ramisetty - 38%" and "Nuthanapriya Kurri - 33%," each followed by an "Amount: \$" left blank. Section 4.5 requires that "[t]he remaining amounts shall be fully

paid within: Within three to six (3-6) months, from Dec 2025 to May 31, 2026."

26. The \$264,000.00 recited in Section 4.2 is traceable in the company's bank records. Four credits between September 8 and October 1, 2025—\$70,000.00, \$40,000.00, \$60,000.00 and \$30,000.00—account for the \$200,000.00 attributed to Aone Acquisitions LLC. Three credits—\$4,000.00 on October 8, 2025, \$50,000.00 on October 24, 2025 and \$10,000.00 on December 1, 2025—account for the \$64,000.00 attributed to Ganapathiraju. The money the Buyers say they paid before execution can be found in the bank; the money they were required to pay upon execution cannot. The Buyers have also counted the December 1, 2025 credit of \$10,000.00 twice—once within the Section 4.2 recital and again as a post-execution payment in the accounting they delivered on May 12, 2026.

27. Section 5.1 provides that the complete transfer of Operations, Management, Control, Decision-making, Banking & Financial Authority, Digital Assets, Vendor Accounts, Staff Oversight, and the "Store, equipment, and anything related to the store" shall occur on the Effective Date, and that "[e]ffective immediately, Sellers shall no longer have the authority to act on behalf of the new company."

28. Section 3.1 recites a transfer of "one hundred percent (100%) of the membership interests." Section 4.4 allocates the balance against the interests of the two named Sellers alone—thirty-eight percent and thirty-three percent—and no other Seller is a party to the executed Agreement. The Buyers had actual knowledge of the remaining twenty-nine percent interest and of the person who held it: Devarapalli executed Exhibit A to the same Agreement, on the same day, on behalf of the Landlord.

29. The Agreement nowhere conditions its effectiveness upon execution by every party. Section 21.4 provides that it "may be executed in multiple counterparts, including by

electronic signature." Section 21.2 requires signatures for amendments only. The Agreement took effect by its own terms on December 1, 2025, six days before it was signed.

B. Performance by the Sellers, and acceptance by the Buyers

30. Kurri performed. She delivered the business on the Effective Date and thereafter did every act the Agreement required of a Seller.

31. The Buyers accepted. On and after December 1, 2025, they took possession of the Premises and every category of control enumerated in Section 5.1. They operated the store continuously. They took the vendor accounts, the staff, the licenses and the banking authority. They solicited and obtained written approval of the assignment of the Lease to V Desi Mart LLC on January 9, 2026, describing the transfer in writing as "processed and initiated" and "final and cannot be reversed." The Buyers have had the business, and its revenue, for ten months.

32. Ramisetty pleads the same facts in this cause. His Original Petition alleges that "[a]s of the Effective Date, operational control of Babai's Mart DBA was transferred to the Buyers" (Pl.'s Orig. Pet. ¶ 42); that "[t]he Buyers assumed responsibility for the day-to-day management and operation of the business" (¶ 44); that "[t]he Buyers also assumed responsibility for day-to-day business expenses, including rent and occupancy-related obligations associated with the premises during their operation of the business" (¶ 45); and that Devarapalli "acknowledged that the Buyers would be responsible for the ongoing operation of the business, including rent, utilities, and related occupancy obligations associated with the premises" (¶ 71).

33. On or about February 2, 2026, the business's daily card settlements ceased

flowing into the account of Babai Services, LLC and thereafter settled into a merchant account in the name of V Desi Mart LLC. From February through July 2026, that account settled \$416,584.08 in card sales. Over the same six months, total credits of every kind into the account of Babai Services, LLC—the entity that remains tenant of record—were \$38,834.41.

34. The Buyers have also asserted rights under the Agreement in writing and by section number. On April 4, 2026 they demanded deductions of approximately \$174,000.00, invoking Sections 6, 7, 8 and 11. On May 12, 2026, through counsel, they invoked Sections 4.4, 6, 7, 8, 11 and 19 and represented that payments had been "credited toward the purchase price." A party that claims deductions and a withholding right under an agreement, by section number and in writing, is bound by it.

C. The breach

35. No payment of \$80,000.00 was made upon execution as Section 4.3 requires. No credit of \$80,000.00 appears in any account of Babai Services, LLC on any date, and no payment was ever identified to Kurri, at the time it was made, as the Section 4.3 payment.

36. The Buyers have twice represented that it was paid. On January 9, 2026—thirty-three days after execution—on a telephone call among Kurri, Ramisetty, Devarapalli, Nidadavolu and Ganapathiraju, Nidadavolu and Ganapathiraju stated that the Section 4.3 payment was complete and gave the figure as \$80,100.00. Through counsel on May 12, 2026 they repeated it in writing: "Section 4.3 required an additional \$80,000.00 initial payment, which was remitted in full in accordance with the payment instructions delivered by Mr. Ramisetty to the Buyers." Answering a demand for confirmation of the date, method

and receipt of that payment, the same letter states: "This payment was made in a timely manner." No confirmation of date, method or receipt has ever been produced.

37. The Buyers' own accounting shows what the \$80,100.00 figure was made of. Six consecutive entries in the payment table delivered with their May 12, 2026 letter, dated December 18, 2025 through January 9, 2026, total exactly \$80,100.00:

- (a) December 18, 2025—\$20,000.00, described as a wire to the operating account of Babai Services, LLC. No such credit appears in that account. The instrument was check no. 1029, dated December 18, 2025, drawn on the Chase account of Vonexpy Softech LLC of 3137 Catalina Ranch Road, Leander, Texas—the residence address of Ganapathiraju—signed "G. Ramesh," bearing the memorandum "Babai mart," and made payable to Kurri personally. She deposited it into her own account on January 7, 2026;
- (b) December 22, 2025—\$1,000.00, paid to Ramisetty's son;
- (c) December 23, 2025—\$12,500.00, described as a wire to the operating account. The company's statement for that day records "12/23 Withdrawal \$12,500.00" under Other Withdrawals. There is no credit of that amount;
- (d) December 26, 2025—\$16,600.00, described as a wire to the operating account. The statement records "12/26 Withdrawal \$16,600.00" under Other Withdrawals. There is no credit of that amount, and no money from any Buyer reached the account that day;
- (e) December 29, 2025—\$11,100.00, described as a wire to the operating account. No such credit appears. Kurri received \$1,100.00 in cash out of a \$20,000.00 counter withdrawal from the company's own account that day. The remaining \$10,000.00 was not paid until March 30, 2026, when it arrived in three Zelle transfers from two entities of Ganapathiraju—\$2,000.00 from Reyan Homes LLC and \$4,000.00 from Vonexpy Softech LLC to Kurri, and a further \$4,000.00 from Vonexpy Softech LLC to an account Kurri designated; and
- (f) January 9, 2026—\$18,900.00, described by the Buyers themselves as funds "disbursed to Mr. Ramisetty in cash, at his direction." It was the balance of the same \$20,000.00 taken from the company's own account on December 29, 2025.

38. The "initial payment" the Agreement required upon execution was therefore not a payment at all. It was an aggregation, assembled after the fact, of six later items—one a check to Kurri, one a payment to a third party, two corresponding to the dollar and to the

day with cash leaving the company's own account, and two consisting of the company's own cash handed back. On January 9, 2026, the day the representation was made, \$10,000.00 of the \$80,100.00 had not been paid by anyone. Even on the Buyers' own accounting the figure that day was \$70,100.00.

39. The balance payable under Section 4.5 was due in full by May 31, 2026. It was not paid. Against a price of \$1,060,000.00, and giving the Buyers credit for every payment of any kind that the banking records show reaching the Sellers or Babai Services, LLC from any Buyer or Buyer-affiliated source, the substantial majority of the purchase price remains unpaid.

40. Section 19.3 defines Buyer default to include "failure to make payments on schedule" and provides that "Sellers may pursue only monetary damages—ownership cannot revert unless mutually agreed." Kurri seeks monetary damages. She does not seek the return of ownership and asserts no right to possession of the business or of the Premises.

41. Having elected to treat the Agreement as continuing—by taking possession, operating the business for ten months, soliciting the assignment of the Lease, asserting rights under the Agreement by section, and retaining every benefit conferred—the Buyers deprived themselves of any excuse for ceasing performance on their own part.

42. The asserted deductions are unsupported. The Buyers say the deduction is for "replacing a freezer and other refrigeration equipment that the Buyers have been required to repair or replace" and for inventory shortfalls. Their own bills-and-payments records for the business, covering December 2025 through July 2026, contain a single entry touching cooling, refrigeration or equipment of any kind: \$284.16 paid to R W B Air Service on March 23, 2026 and booked by them to "HVAC/AC." There is no freezer, no refrigeration

repair and no equipment replacement anywhere in those eight months. As to inventory, Section 7.1 required the closing count to be performed jointly by Sellers and Buyers, and no such count was performed. Section 6.1 provides that "[t]he closing inventory date will be discussed on the day of the sales agreement"—that is, on December 7, 2025, six days after the Effective Date on which the Buyers took the store. Section 6.2 reaches only equipment failure "identified within 60 days of the Effective Date." That window closed on January 30, 2026. The Buyers first asserted these deductions on April 4, 2026.

43. The withholding right the Buyers invoked has expired by its own terms. Article 19 is captioned Default and Remedies. Section 19.2, "Remedies Available to Buyers," provides that upon Seller default the Buyers may "[w]ithhold remaining payments," "deduct damages," "enforce indemnification," "seek legal damages," "terminate this Agreement" and "[e]xercise all rights under Texas law." The article closes with the sentence: "Note: Timebound May 31st, 2026." On May 12, 2026 the Buyers gave written notice, expressly "[p]ursuant to Section 19.2," that they were withholding the entire remaining balance. That right ended on May 31, 2026—the same day Section 4.5 made the balance due. Since June 1, 2026 the Buyers have had no contractual right to withhold anything.

44. Section 11.1 does not excuse them. That section provides that "[b]efore any final payment, Sellers must sign and deliver a Zero-Dues & Zero-Liability Certificate" certifying, among other things, that "[a]ll vendor balances paid," "[a]ll contractor bills paid," "[a]ll utilities are up to date" and "[a]ll lease obligations satisfied." It does not answer these claims, for three reasons:

- (a) The \$80,000.00 due under Section 4.3 was payable "[u]pon execution of this Agreement." It is not a final payment and Section 11.1 says nothing about it;

- (b) The certificate requires the Sellers to certify the state of the very obligations the Buyers themselves assumed on the Effective Date. Since December 1, 2025 the Buyers have held the banking and financial authority, the vendor accounts and the operation of the business under Section 5.1. The rent has gone unpaid in their hands. A party may not render a condition impossible to satisfy and then rely upon its non-satisfaction; and
- (c) Section 11.1 requires delivery by "Sellers," jointly. Kurri cannot execute it alone, and the Buyers have known that at all material times.

45. The Buyers' letter of May 12, 2026 set a cure deadline of May 16, 2026; asserted the right to treat all remaining payment obligations as "void and forfeited"; claimed that Ramisetty owes them approximately \$150,000.00; and reserved losses "now approaching several hundred thousand dollars and continuing to accrue." On or about August 11, 2026 they gave written notice of an intention to unwind the sale for misrepresentation. They have kept the business, kept the revenue, and caused the Landlord entity they control to threaten Kurri with lockout under her Guaranty.

D. Devarapalli, Avalon Alliance and the tenant improvement allowance

46. At all material times Devarapalli held, through Samedaymeats Corp, a 29% interest in the Babai's Mart business and exercised operating control over the company's affairs. He undertook to act for the company in its dealings with the Landlord concerning the tenant improvement allowance, engaged construction counsel on the company's behalf for that purpose, and held himself out as acting for the company in that dealing.

47. On September 5, 2025 Avalon Alliance LLC, of which Devarapalli is a Director, agreed to purchase the Premises from the then-owner for \$2,900,000.00, financed entirely by a purchase-money note maturing December 5, 2025. The deed and the purchase-money deed of trust were recorded September 11, 2025 at 10:17 a.m. as instruments 2025071872 and 2025071873 in the Official Public Records of Williamson County.

Devarapalli did not disclose the acquisition to Kurri.

48. Three days after that note was signed, on September 8, 2025, Avalon Alliance LLC wired \$70,000.00 into an account of Babai Services, LLC. The tenant's own bank statement records the originator as "AVALON ALLIANCE LLC, 12493 COMPASSPLANT DR." That \$70,000.00 is one of the four credits comprising the \$200,000.00 recited in Section 4.2 as a payment by Aone Acquisitions LLC. The landlord entity thus funded part of the Buyers' purchase price.

49. The lines between Landlord and Buyer are not observed in the instruments themselves. The tenant improvement money was paid by check no. 0107, dated November 30, 2025, drawn on the account of Avalon Alliance LLC at First United Bank and Trust Company, 1400 West Main Street, Durant, Oklahoma, payable to Babai Services, LLC in the sum of \$57,112.76 and bearing the memorandum "TI- BABAI SERVICES, LLC." The check carries Avalon Alliance LLC's address as 12493 Compassplant Drive, Frisco, Texas—the same address the tenant's bank statement records as the originator address of the \$70,000.00 wire. It is signed "N. Sri Sai." The Landlord's check was signed, on the Landlord's own account, by a Buyer. It was deposited into the company's account on December 1, 2025, the Effective Date.

50. On December 7, 2025—two days after the \$2,900,000.00 note matured—Devarapalli executed Exhibit A to the Sale Agreement as Director of Avalon Alliance LLC. Exhibit A recites that \$48,866.66 paid on November 30, 2025 was "full and final" tenant improvement reimbursement to the Sellers and assigns the remaining \$97,733.33 "directly and exclusively to the Buyers." The material facts of his interest were not disclosed to the company's members, no disinterested member or governing authority authorized the

transaction, and the transaction was not fair to the company.

51. On December 10, 2025—three days after execution—\$27,999.40 was withdrawn over the counter from the company's Chase account ending 0830. The withdrawal slip is made out in the name of Babai Services, LLC, is signed, and bears in the same hand the notation "FOR: 259 RIM LLC." 259RIM LLC holds no recorded interest of any kind in the Premises in the Official Public Records of Williamson County. It is the entity that has since issued notices of default to Kurri under the Guaranty and has threatened lockout. Kurri did not authorize and did not receive any part of that withdrawal.

E. Ramisetty, the Manager

52. Babai Services, LLC is governed by its Company Operating Agreement, effective August 8, 2023 (the "Company Agreement"), which Ramisetty pleads and attaches to his Original Petition as Exhibit B. Pl.'s Orig. Pet. ¶ 16. Its only Members are Kurri and Ramisetty. It defines "Manager" to mean "Dileep Kumar Ramisetty." Section 4.1(a) provides that "the Manager has the right to, and is fully responsible for, the management and control over the business of the Company" and that "[t]he Manager shall make all decisions affecting the business of the Company." Section 4.2 provides that "[t]he Members, in their capacity as Members, have no authority to take part in the control, conduct or operation of the Company and have no right or authority to act for or bind the Company." Ramisetty pleads the same allocation of authority in this cause. Pl.'s Orig. Pet. ¶¶ 22-24.

53. Section 5.1 of the Company Agreement provides that "[t]he Manager shall keep complete and appropriate records and books of account of all transactions and other matters related to the Company's business." Section 5.2 provides that all books and records

"will be open to the reasonable inspection and examination of the Members," and that "[e]ach Member has the right to inspect and copy those records during normal business hours, and to obtain from the Manager, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year."

54. Section 3.5(b) of the Company Agreement appoints Ramisetty the company's "Tax Matters Partner" and provides that he "shall (i) cause to be prepared and shall sign and file, to the extent required, with the appropriate taxing authorities all tax returns of the Company." Section 3.5(c) provides that, "within 90 days following the close of the fiscal year, the Manager shall cause to be prepared and transmitted to each Member a federal income tax Form K-1 . . . and any required similar state and local income tax form for each Member."

55. The company's 2025 income tax return was prepared by its accountants, Saicedar LLC d/b/a Guru Tax Pro, from records Kurri supplied, and was made available to the members for review on July 24, 2026. On July 27, 2026 Ramisetty wrote to the accountants, copying the members and his counsel:

"To be completely clear: as the Managing Member of Babai Services LLC, I do not authorize any tax filing, submission, or sharing of corporate documents to proceed without my explicit written sign-off. . . . Any tax return filed without the authorization and signature of the Managing Member is unauthorized and legally invalid."

56. The same message described the sale as being "in an active legal dispute." On July 28, 2026 the accountants wrote that they "will not be moving forward with the 2025 tax filing at this time" and that "the authorized person must sign the required tax filing forms before we can proceed with filing the 2025 tax return." Ramisetty is that person. Kurri

received the company's 2025 returns and her Form K-1 on September 15, 2026.

57. Three days later, on September 18, 2026, Ramisetty sued Kurri, alleging that she converted the company's "business records, business account access, operational systems, company data" (Pl.'s Orig. Pet. ¶ 170) and that she acted "without Plaintiff's participation or approval as Managing Member" (¶ 61).

58. Ramisetty brought this suit in the company's name. As Manager he holds the authority to cause the company itself to act. Company Agreement § 4.1(a). He nonetheless sued Kurri "[d]erivatively on [b]ehalf of Babai Services LLC," on claims whose object is his own: the damages he pleads are "loss of sale proceeds" and "diminution in value of his ownership interest" (Pl.'s Orig. Pet. ¶ 157), and "unpaid contractual proceeds" (¶ 134). He did so under a Company Agreement he pleads and attaches as his own Exhibit B (¶ 16), Section 4.6 of which requires the company to indemnify a Member sued by reason of her membership, including in an action by or in the right of the Company, and to advance her costs of defense. The company's operations and revenue had by then passed to the Buyers, as he himself pleads (¶¶ 42, 56). By suing in the company's name for his personal benefit, he has cast upon the company the cost of defending one of its own members, knowing that it is obliged to bear that cost and that its business is in other hands.

VIII. CROSS-CLAIMS AND THIRD-PARTY CLAIMS

COUNT 1—BREACH OF CONTRACT

(Aone Acquisitions LLC, Smart Choice Ventures LLC, Ramesh Varma Ganapathiraju, and Sri Sairam Nidadavolu)

59. Kurri incorporates the foregoing paragraphs.

60. A valid and enforceable contract exists. Kurri signed it. Ganapathiraju signed it in his own name and signed Exhibit A for Smart Choice Ventures LLC. The Agreement

contains no provision making any signature a condition of mutual assent, contains a counterparts clause, and took effect by its own terms on December 1, 2025. Under Texas law a contract need not be signed to be executed unless the parties explicitly require signatures as a condition of mutual assent. Each Cross-Defendant named in this Count that did not sign accepted the Agreement by performance—by taking possession and every category of control under Section 5.1, by operating the business, by making payments credited to the purchase price, by soliciting the assignment of the Lease as Buyer, and by asserting rights under the Agreement by section number.

61. Kurri performed or tendered performance. The consideration was allocated by Section 4.4 against the thirty-eight percent and thirty-three percent interests of the two named Sellers, and the Cross-Defendants had actual knowledge of the remaining interest and of its holder, who executed Exhibit A to the same instrument.

62. The Cross-Defendants breached by failing to pay the \$80,000.00 due at execution under Section 4.3 and by failing to pay the balance by May 31, 2026 as Section 4.5 requires. Section 19.3 names "failure to make payments on schedule" as Buyer default.

63. The obligation to Kurri is several, and Section 4.4 names her as its obligee. That section makes the remaining balance payable "pro rata to each Seller, according to their ownership percentages, which are:" and then lists two, and only two—Ramisetty at thirty-eight percent and Kurri at thirty-three percent. Kurri sues on her own share of that balance and on no other.

64. Kurri was damaged, and the arithmetic is taken from the Agreement itself:

- (a) the purchase price is \$1,060,000.00 (Section 4.1);
- (b) Section 4.2 credits \$264,000.00 as paid before execution, which the banking records confirm;

- (c) Section 4.3 required a further \$80,000.00 upon execution;
- (d) the remaining balance governed by Section 4.4 is therefore \$716,000.00;
- (e) Section 4.4 divides that balance pro rata between the two Sellers it names, in the proportions it fixes—thirty-eight and thirty-three. Kurri's share is thirty-three of seventy-one parts, or \$332,788.73;
- (f) of the \$80,000.00 required by Section 4.3, the Sellers allocated \$48,000.00 to Ramisetty and \$32,000.00 to Kurri;
- (g) her total entitlement under the Agreement is therefore \$364,788.73;
- (h) she has received, from any Buyer or any Buyer-affiliated person or entity, in any form, at any time, a total of \$80,100.00; and
- (i) she is owed \$284,688.73, together with prejudgment interest and her attorney's fees.

65. Kurri pleads that construction of Section 4.4. In the alternative, she is entitled to thirty-three percent of the purchase price, or to thirty-three percent of the remaining balance, in each case less the amounts she has received.

COUNT 2—BREACH OF FIDUCIARY DUTY (DERIVATIVE)

(Indrachowdary Devarapalli and Samedaymeats Corp; and Sri Sairam Nidadavolu as a knowing participant—brought derivatively on behalf of Babai Services, LLC)

66. Kurri incorporates the foregoing paragraphs.

67. Babai Services, LLC is a closely held limited liability company under Texas Business Organizations Code Section 101.463(a). Under Section 101.463(b), Sections 101.452 through 101.460 do not apply to this Count. Under Section 101.463(c), Kurri requests that the Court treat this derivative proceeding as a direct action brought for her own benefit and order that any recovery be paid directly to her.

68. Devarapalli owed fiduciary duties to Babai Services, LLC. He undertook to act for the company in its dealings with the Landlord concerning the tenant improvement allowance and engaged counsel on its behalf for that purpose; an agent must act solely for the benefit of his principal in all matters connected with the agency and must deal openly

and make full disclosure. He also exercised operating control over the company's affairs while holding an interest on the other side of the transaction.

69. He breached those duties. He acquired, through an entity he directs, the landlord's interest in the Premises the company occupied, without disclosure. He then executed, on the landlord's behalf, an instrument extinguishing the company's claim to \$48,866.66 and assigning the remaining \$97,733.33 away from the company to the persons buying it.

70. The transaction is one to which Texas Business Organizations Code Section 101.255 applies. It is not protected by that section: the material facts of Devarapalli's relationship and interest were not disclosed, no majority of disinterested persons authorized it, and it was not fair to the company. The burden of establishing fairness rests upon him.

71. Nidadavolu knowingly participated in those breaches, with knowledge of Devarapalli's position and of the transactions described above. The check by which the Landlord paid the tenant improvement money bears his name, signed "N. Sri Sai," on the Landlord's own account, while he was acting as a Buyer in the same transaction.

72. Kurri seeks, for the benefit of the company and payable directly to her under Section 101.463(c), actual damages, disgorgement of benefits received, and forfeiture of compensation. She further seeks exemplary damages under Chapter 41 of the Texas Civil Practice and Remedies Code, the harm having resulted from fraud and from malice within the meaning of Section 41.003(a).

COUNT 3—DECLARATORY JUDGMENT

(Avalon Alliance LLC; Texas Civil Practice and Remedies Code chapter 37)

73. Kurri incorporates the foregoing paragraphs.

74. Kurri is a person interested under a written contract—the Guaranty of the Lease executed November 30, 2023—and an actual, justiciable controversy exists between Kurri and Avalon Alliance LLC concerning its construction and her liability under it. Avalon Alliance LLC is the record owner of the Premises, is the Landlord under the Lease, and is the present holder of the rights asserted against Kurri under the Guaranty. The notices of default served on Kurri, and the threat to change the locks, have been issued by 259RIM LLC, which describes itself as having taken "Property Management ownership" of the property, which is controlled by Devarapalli, and which holds no recorded interest in the Premises of any kind. Ramisetty, the other Original Guarantor, is a party to this cause and is bound by the declarations sought. Tex. Civ. Prac. & Rem. Code § 37.006(a). Kurri requests declarations that:

- (a) the maximum and aggregate liability of the Original Guarantors is limited as the final paragraph of the Guaranty provides, and the second component of that limit is zero, the Lease having identified the broker as "[Intentionally omitted]" at Section 23.7;
- (b) that limit is a single aggregate ceiling for both Original Guarantors and not a separate ceiling for each;
- (c) Kurri is not liable for rent or charges accruing after December 1, 2025, the Effective Date on which operations, management, control, banking authority, vendor accounts and staff oversight passed to the Buyers under Section 5.1 of an instrument Avalon Alliance LLC itself executed, and after which the Landlord solicited, obtained written approval of, and then on July 13, 2026 caused to be voided the assignment that would have substituted the Buyers' entity as tenant; and
- (d) the April 20, 2026 Lease Amendment, Assignment and Reaffirmation is of no effect under its own Paragraph 7, its conditions never having been satisfied.

75. Kurri seeks her reasonable and necessary attorney's fees under Section 37.009.

COUNT 4—ALTER EGO; SINGLE BUSINESS ENTERPRISE

(Indrachowdary Devarapalli, Sri Sairam Nidadavolu and Ramesh Varma Ganapathiraju)

76. Kurri incorporates the foregoing paragraphs.

77. Avalon Alliance LLC, Aone Acquisitions LLC, Aone Infra LLC, Synapsol, Inc. and Inceptro, Inc. are each registered at a single residential address, 12493 Compassplant Drive, Frisco, Texas, which Avalon Alliance LLC recited as its own in a deed of trust recorded February 13, 2026 and which appears on the face of the Landlord's own check described above. Sums credited toward the purchase price were remitted by the landlord entity and by two corporations describing the payments as "Owners Share" and "Owners Share - Sri Investment From Aone Acquisitions," while the entity named as Buyer neither signed the Agreement nor paid anything in its own name. A Buyer signed the Landlord's check. A member of the tenant signed for the Landlord. On Ganapathiraju's side the same pattern holds: every dollar he is shown to have paid moved through Vonexpy Softech LLC or Reyan Homes LLC, neither of which is a party to the Agreement, and Vonexpy Softech LLC's own check gives its address as 3137 Catalina Ranch Road, Leander, Texas—Ganapathiraju's residence. V Desi Mart LLC was chartered nine days after the Effective Date, gives its address as Leander, Texas, and holds the merchant account through which the business's revenue has settled since February 2026.

78. Devarapalli, Nidadavolu and Ganapathiraju caused these entities to be used for the purpose of perpetrating, and did perpetrate, an actual fraud on Kurri, primarily for their own direct personal benefit, within the meaning of Texas Business Organizations Code Sections 21.223 and 101.002—namely, taking and retaining a business worth \$1,060,000.00 while causing the consideration to go unpaid and the revenue to be routed to an entity of their own. Each entity is the alter ego of the individuals who control it and of the others; they were operated as a single business enterprise; and the corporate form was used as a sham to perpetrate a fraud. Kurri seeks to hold each individual jointly and severally liable

for the obligations of each entity.

COUNT 5—INDEMNIFICATION AND ADVANCEMENT
(Babai Services, LLC)

79. Kurri incorporates the foregoing paragraphs.

80. Section 4.6 of the Company Agreement provides that the company "shall indemnify and hold harmless each Person who is or was made . . . a party to or is otherwise involved in any action, suit, or proceeding, . . . including any action by or in the right of the Company to procure a judgment in its favor," against "any and all liability, judgments, . . . amounts paid in settlement, losses, costs and expenses, including attorneys' fees," incurred "in connection with a Proceeding by reason of the fact that such Person is or was an officer, Member or the Manager of the Company." It further provides that "[c]osts incurred by a Covered Person who is a party to or is otherwise involved in a Proceeding will be paid or reimbursed by the Company in advance of the final disposition of such Proceeding upon receipt by the Company of an agreement or undertaking by or on behalf of the Covered Person to repay all amounts so advanced" if it is finally determined that she is not entitled to be indemnified.

81. Ramisetty sues Kurri in this cause individually and "[d]erivatively on [b]ehalf of Babai Services LLC," and pleads that she owed fiduciary duties because she "is a member of Babai Services LLC." Pl.'s Orig. Pet. ¶ 149. This cause is a Proceeding brought against Kurri by reason of the fact that she is a Member, and in part by or in the right of the Company. Kurri is a Covered Person.

82. By letter dated October 8, 2026, delivered to Babai Services, LLC through its Manager and his counsel, Kurri demanded indemnification and advancement under Section

4.6 and delivered the written undertaking Section 4.6 requires, a copy of which is attached as Exhibit 1. The company has not advanced her costs.

83. Kurri seeks a declaration that she is entitled to indemnification and to advancement of her costs and attorney's fees in this cause under Section 4.6; judgment against Babai Services, LLC for all such costs and fees incurred to date; an order requiring the company to advance her costs and fees as they are incurred; and her reasonable and necessary attorney's fees under Texas Civil Practice and Remedies Code Sections 37.009 and 38.001.

IX. ATTORNEY'S FEES

84. Kurri is entitled to recover reasonable and necessary attorney's fees under Chapter 38 of the Texas Civil Practice and Remedies Code, under Section 37.009, under Rule 91a.7, under Section 4.6 of the Company Agreement, and under Section 20.3 of the Sale Agreement, which provides that "[t]he prevailing party in arbitration or litigation shall be entitled to reasonable attorney fees." Presentment of Kurri's claims was made.

X. CONDITIONS PRECEDENT

85. All conditions precedent to Kurri's recovery have been performed or have occurred.

XI. NOTICE UNDER RULE 193.7

86. Kurri gives notice under Texas Rule of Civil Procedure 193.7 that she intends to use documents produced by any party in any pretrial proceeding and at trial.

XII. RULE 47 STATEMENT

87. Kurri seeks monetary relief over \$250,000.00 but not more than

\$1,000,000.00, and non-monetary relief. The damages sought are within the jurisdictional limits of this Court.

XIII. PRAYER

88. WHEREFORE, PREMISES CONSIDERED, Defendant Nuthanapriya Kurri respectfully requests that Plaintiff take nothing on his claims against her; that the Cross-Defendants and Third-Party Defendants be cited to appear and answer; and that on final trial the Court enter judgment:

- a. that Plaintiff Dileep Kumar Ramisetty take nothing against Kurri, and dismissing his claims for civil conspiracy, tortious interference with contract, breach of fiduciary duty and conversion under Rule 91a;
- b. against Aone Acquisitions LLC, Smart Choice Ventures LLC, Ramesh Varma Ganapathiraju and Sri Sairam Nidadavolu, jointly and severally, for actual damages of \$284,688.73 on Count 1;
- c. against Indrachowdary Devarapalli, Samedaymeats Corp and Sri Sairam Nidadavolu on Count 2 for actual damages, disgorgement of benefits received and forfeiture of compensation, and ordering under Section 101.463(c) that any recovery on that Count be paid directly to Kurri;
- d. declaring the matters set out in Count 3;
- e. holding Devarapalli, Nidadavolu and Ganapathiraju jointly and severally liable for the obligations of the entity Cross-Defendants on Count 4;
- f. against Babai Services, LLC on Count 5, declaring Kurri's right to indemnification and advancement and awarding her costs and fees in this cause;
- g. for exemplary damages;
- h. for reasonable and necessary attorney's fees, and conditional appellate fees;
- i. for prejudgment and postjudgment interest at the maximum lawful rate;
- j. for costs of court; and
- k. for all other relief, at law or in equity, to which Kurri may be justly entitled.

Respectfully submitted,

JOHN HENRY & ASSOCIATES, PLLC

By: /s/ John P. Henry

John P. Henry

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ATTORNEYS FOR KURRI

CERTIFICATE OF SERVICE

I certify that on October 8, 2026, a true and correct copy of this pleading was served on all counsel of record under Texas Rule of Civil Procedure 21a through the electronic filing manager, including Elizabeth A. Shehan, liz@shehanfirm.com, counsel for Plaintiff, and that each party that has not appeared will be served with citation.

/s/ John P. Henry
John P. Henry