COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT

SUPERIOR COURT DEPARTMENT

SUFFOLK, ss. Civil Action No. 2484CV02931-H

DANY ABOUELHKIER, Pro Se

Plaintiff,

v.

VIRTUAL FULFILLMENT CENTER, LLC,
MOHAMED KASSEM,
OMAR NEAMATALLA,
MOHAMED ALI, and
AHMED KASEM,

Defendants.

FIRST AMENDED COMPLAINT
FOR DECLARATORY RELIEF, BREACH OF FIDUCIARY DUTY, FRAUD, CIVIL CONSPIRACY, QUANTUM MERUIT, UNJUST ENRICHMENT, CONSTRUCTIVE TRUST, VIOLATION OF G.L. c. 93A, AND JUDICIAL EQUITABLE RELIEF

INTRODUCTION

1. Plaintiff, Dany Abouelkhier ("Plaintiff" or "Dany"), is the founder and rightful 20% owner of Virtual Fulfillment Center, LLC ("VFC"), a Massachusetts limited liability company formed in January 2023 and headquartered in South Boston. From inception, Plaintiff provided the concept, location, funding, licensing groundwork, branding, and substantial labor necessary to launch the business.

2. Despite Plaintiff's pivotal role, in October 2024 the other four members — Defendants Mohamed Kassem, Ahmed Kasem, Mohamed Ali, and Omar Neamatalla — conspired to exclude

him, filing false and unauthorized documents with the Massachusetts Secretary of the Commonwealth and the Boston Licensing Board to erase his ownership and redistribute his 20% equity among themselves.

3. At no time did Plaintiff execute a withdrawal, buyout, or waiver agreement. Defendants never compensated Plaintiff for his ownership interest, capital investment, or sweat equity. Instead, they locked him out of the business, used the very licenses and approvals he had personally secured to open operations, and attempted to rewrite history by fraudulently portraying him as a mere "independent contractor."

4. Defendants' conduct violated Massachusetts LLC law, G.L. c. 156C, which requires proper member consent for removal or redistribution of equity, and further breached the fiduciary duties of loyalty, good faith, and fair dealing owed among co-venturers in a closely held LLC.

5. In addition, Defendants submitted fraudulent filings to government agencies, made false affidavits to this Court, and engaged in unfair and deceptive business practices in violation of G.L. c. 93A, §11.

6. Through this First Amended Complaint, Plaintiff seeks:

- A declaration affirming his 20% membership interest and manager status in VFC;
- Damages for breach of fiduciary duty, fraud, civil conspiracy, unjust enrichment, and violations of G.L. c. 93A;
- Equitable remedies, including restitution, quantum meruit compensation, and imposition of a constructive trust; and
- Judicial intervention in the form of reinstatement, a supervised buyout, or, if no lesser remedy suffices, dissolution of the LLC under G.L. c. 156C, §45.

7. Plaintiff proceeds pro se.

PARTIES

8. **Plaintiff, Dany Abouelkhier** ("Dany"), is an individual residing at 550 Liberty St. #905 Braintree in Massachusetts. He is the original founder of Virtual Fulfillment Center, LLC ("VFC") and holds a rightful 20% ownership and membership interest. Dany contributed substantial labor, financial investment, branding, licensing preparation, intellectual property and operational oversight to the company. He served as a member/manager from the LLC's inception until his unlawful removal in October 2024.

9. **Defendant, Virtual Fulfillment Center, LLC** ("VFC" or "the Company"), is a Massachusetts domestic limited liability company founded by Plaintiff as sole member with its principal place of business at 313 Old Colony Avenue, South Boston, MA 02127. VFC was formed to operate a food-service business initially branded as "Virtual Food Court," later rebranded as "VFC Eats." VFC holds licenses and permits from the City of Boston Licensing Board and other agencies.

10. **Defendant, Mohamed Kassem** ("M. Kassem") , is an individual believed to reside at 79 Ravaneswood Rd., Waltham, in Massachusetts. He is, upon information and belief, a current manager and 25% owner of VFC, after unlawfully redistributing Plaintiff's 20% ownership among the remaining four members. At no time did Plaintiff consent to such redistribution. At Plaintiff's direction, M. Kassem executed and filed the organizational documents with the Massachusetts Secretary of State, doing so solely as signatory on Plaintiff's behalf. In so doing, M. Kassem created the LLC as instructed, properly designating Plaintiff as the sole founding member and 100% owner of VFC at the time of formation. M. Kassem, under

the penalties of perjury, later executed and filed an amendment with the Secretary of the Commonwealth that unlawfully removed Plaintiff as a member of the LLC without Plaintiff's knowledge or consent.

11. **Defendant, Ahmed Kasem** ("A. Kasem"), is an individual believed to reside at 557 Main St. Watertown in Massachusetts contrary to his driver's license address that states he lives at 18B Homer St. Newport in Rhode Island. He is listed as "Manager" of VFC on Boston Licensing Board filings made in early 2025 and, upon information and belief, holds a 25% ownership stake following the unlawful reallocation of Plaintiff's interest. At no time did Plaintiff consent to such redistribution. Nonetheless, in corporate and licensing filings with the Massachusetts Secretary of the Commonwealth and the Boston Licensing Board, A. Kasem listed a Massachusetts address as his residence and represented himself as "Manager" of VFC. These inconsistent representations, made under penalties of perjury, are material to the scheme to unlawfully exclude Plaintiff and substitute A. Kasem as licensing manager despite his ineligibility.

12. **Defendant, Mohamed Ali** ("Ali"), is an individual believed to reside at 204 Malden St. Revere in Massachusetts. He was originally a 20% owner and manager of VFC but now claims 25% following the exclusion of Plaintiff. He participated in the filing of false or misleading documents with state and municipal agencies to erase Plaintiff's membership. At no time did Plaintiff consent to such redistribution

13. **Defendant, Omar Neamatalla** ("Omar"), is an individual believed to reside at 33 Holt Rd. Ashburnham in Massachusetts. He was originally a 20% owner and manager of VFC but now claims 25% following the redistribution of Plaintiff's ownership. He was also

responsible for filing trademark applications listing Plaintiff as a 20% owner, confirming his knowledge of Plaintiff's membership before later participating in the scheme to remove him.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction pursuant to G.L. c. 212, §4, because the amount in controversy exceeds $50,000 and Plaintiff seeks damages, declaratory relief, and equitable remedies squarely within the Superior Court's jurisdiction.

14. Venue is proper in Suffolk County under G.L. c. 223, §§1 and 5, because Defendant Virtual Fulfillment Center, LLC maintains its principal place of business at 313 Old Colony Avenue, South Boston, Massachusetts, and because the acts and omissions giving rise to this action—including the unlawful removal of Plaintiff, the filing of false corporate and licensing records, and the misappropriation of Plaintiff's ownership interest—occurred within Suffolk County.

15. This Court further has authority under G.L. c. 231A to issue declaratory judgments determining the rights and obligations of Plaintiff and Defendants concerning ownership and management of VFC, and to enter equitable orders necessary to preserve Plaintiff's interests and prevent further misuse of the LLC structure.

FACTUAL ALLEGATIONS

16. Plaintiff **Dany Abouelkhier** ("Dany") is the originator, founder, and rightful 20% owner of Virtual Fulfillment Center, LLC ("VFC"), a Massachusetts domestic limited liability company formed to operate a food-service venture in South Boston under the names "Virtual Food Court" and later "VFCeats."

17. On or about January 12, 2023, Plaintiff Dany Abouelkhier conceived the business

model for VFC and directed Defendant Mohamed Kassem, acting solely as Plaintiff's agent, to register the LLC with the Secretary of the Commonwealth on Plaintiff's behalf, designating Plaintiff as the sole founding member and owner of the company.

18. In or around January 20th 2023, Dany invited Defendants Mohamed Kassem, Omar Neamatalla, Ahmed Kasem, and Mohamed Ali to join the venture. The understanding was that each would hold a equal ownership interest and serve as a manager with 20% interest. No written operating agreement was ever executed to alter these terms. No defendant brought relevant restaurant or licensing expertise.

19. The original filings with the Massachusetts Secretary of the Commonwealth and the City of Boston Licensing Board reflected Dany as both a member and a manager. In August 2024, the Licensing Board granted a temporary take-out license under which Dany was expressly listed as Manager.

20. Despite this, in October 2024, Plaintiff discovered through licensing attorney Kristen Scanlon that she was notified of changes in the company, Defendants began a covert effort to strip Dany of his rights. On October 31, 2024, Defendants unilaterally filed changes with the Secretary of the Commonwealth to remove Dany as a member/manager, without notice, without unanimous member consent, and without offering him compensation for his interest.

21. On the same day, Defendant Ahmed Kasem emailed licensing attorneys Kristen Scanlon and Adam Barnosky introducing Defendant's Attorney Alexander Levine as "general counsel," instructing them that Dany was to be removed. Levine thereafter began communicating with the City of Boston directly, falsely claiming Dany had no role, while still pushing the company's licensing application forward.

22. At that time, the restaurant had not yet opened. The temporary license had been secured, but the business was pending a final health inspection and full license hearing scheduled for November 2024. Back in August of 2024, There were unsuccessful discussions regarding a proposal for compensation, consistent with industry standards and contemporaneous with the imminent opening, for Plaintiff Dany to operate the business as Chef, creating and managing ten food concepts, given his twenty years of experience in the industry. Plaintiff insisted that the group proceed under a temporary license while awaiting the November licensing hearing; however, Defendants delayed and stalled operations, and ultimately excluded Plaintiff from the business.

23. Shortly after Dany filed an emergency injunction in November 2024 to stop his removal, Defendants nonetheless proceeded with the Licensing Board hearing. They obtained the final Common Victualler/Take-out License in late November 2024 listing **Dany as a 20% owner**. Only after opening the restaurant did Defendants move to amend the license in January 2025, erasing Dany from ownership and redistributing his share among themselves (25% each).

24. Defendants further filed false and misleading **affidavits** with this Court, the City of Boston, and the Secretary of the Commonwealth, characterizing Dany as merely a "contractor" and asserting he had no financial or ownership interest — statements flatly contradicted by the company's prior public filings, emails, chat records, trademark filings, and banking records.

25. Defendants also requested the company-leased vehicle (2023 Jeep Grand Cherokee) which was dedicated for Dany's use *(insurance was based only on Dany's name and home address)* and the November court denied them that ask, in retaliation they sought to remove Dany from insurance coverage and added defendants M. Kassem and A. Kasem instead.

26. At all relevant times, Plaintiff remained a named account holder, alongside Defendant M. Kassem, on the primary operating bank account of VFC. This account received cash deposits, vendor payments, and equity contributions. Plaintiff's continuing status as an account holder underscores his managerial and ownership role, which is inconsistent with Defendants' later claim that he was merely an independent contractor. Because Plaintiff remains a co-owner of the VFC operating account, and because Defendants have continued to use this account to make undocumented cash deposits and transfers while excluding Plaintiff from oversight, Plaintiff requests an accounting and, if necessary, appointment of a receiver to safeguard funds.

27. Defendants thereafter embarked on a coordinated freeze-out of Plaintiff. Although Plaintiff remained a named owner on VFC's primary TD Bank account, Defendant M. Kassem unilaterally cancelled Plaintiff's debit card and online banking access, while retaining his own, thereby cutting Plaintiff off from company funds to which he was entitled. Around the same time, Defendants removed Plaintiff from all VFC business platforms, including email, administrative dashboards, and the security system, and blocked him from access to the company's social media accounts that he had built. These actions—taken while continuing to use Plaintiff's name and credentials with regulators—were part of a deliberate strategy to erase his presence and deny him any participation in the company he founded.

28. Defendants' scheme was deliberate and coordinated. By timing Dany's exclusion immediately before the restaurant opened, they sought to appropriate the full benefit of two years of his labor including:

a. **Formation and Membership:** Plaintiff was the initial organizer and signatory of

Virtual Fulfillment Center, LLC ("VFC") with the Secretary of the Commonwealth. He later added Defendants as nominal 20% members. No Defendant brought relevant restaurant or licensing expertise.

b. **Unique Expertise:** Plaintiff contributed proprietary assets developed over 20 years in the food service industry, including original recipes, menus, branding, trade dress, and vendor relationships. These constitute protectable intellectual property and trade secrets under Massachusetts law.

c. **Site Acquisition:** After the collapse of an initial lease, Plaintiff independently located and the South Boston prime site within one day, demonstrating his unique role in establishing the company's cornerstone asset.

d. **Construction and Licensing Oversight:** When the general contractor abandoned the project, Plaintiff assumed full responsibility for construction management, permitting, and inspections, including HVAC, plumbing, and electrical work. He also prepared the full menu and compliance documentation necessary for City of Boston Inspectional Services approval, without which the business could not legally operate and passed building inspections.

e. **Business Model Contribution:** Plaintiff originated the 10-concept food court structure for VFC, designed to diversify revenue streams and minimize risk. Since Plaintiff's exclusion, Defendants' mismanagement shows they are incapable of executing the agreed business model, causing losses.

f. **Licensing Work and Contributions:**

• Regulatory Leadership**:** From early 2022 through 2024, Abouelkhier spearheaded all licensing work with the City of Boston, including filing applications, coordinating with zoning and inspectional services, and hiring counsels including Kristen Scanlon and Adam Barnosky to shepherd the process.

- Persistent Government Engagement: Abouelkhier personally attended numerous city and community meetings, engaged with officials from the Mayor's Office, zoning board, and inspectional services, and resolved complications tied to the restaurant's challenging location near a rotary.

- Experience Critical to Approval: Because of his prior ownership and management of two restaurants and over twenty years of industry experience, city regulators required Abouelkhier's background as a condition for granting a temporary license. None of the other partners had comparable qualifications, and without Abouelkhier's credentials, the license would not have been approved.

- Temporary License Secured: After over a year of continuous work, Abouelkhier successfully secured the initial temporary license under his name and VFC, which paved the way toward the final license.

- Final Stage Exclusion: With 90% of the licensing process complete, and lawyers already engaged, Defendants froze Abouelkhier out just before the final license was secured. As Omar Neamatalla admitted, "you are not needed — we can just hire employees," revealing the premeditated plan to benefit from Abouelkhier's work and then discard him.

Each of these efforts, communications, and exclusionary acts are corroborated by contemporaneous email correspondence and written records, which will be produced in discovery.

g. **Written Acknowledgments:** In contemporaneous WhatsApp messages, Plaintiff personally drafted and circulated original logo sketches and signage concepts for VFC, including branding of multiple cuisines ("VFC Pizza," "VFC Mexican Grill," "VFC Middle Eastern Grill," and "VFC Sandwiches"). Defendants responded within the group chat, engaging with Plaintiff's designs and providing operational updates, thereby acknowledging his role as creative originator and brand developer. These records demonstrate that Plaintiff's intellectual property and trade secrets were knowingly incorporated into VFC, directly contradicting Defendants' later claims that he was merely a "contractor.

h. **Absence of Conflict:** There was never material dispute among members. No arguments, raised voices, or management dysfunction occurred. Plaintiff's October 2024 communication, labeled by Defendants as an "ultimatum," was in fact a proposal for compensation consistent with industry standards and contemporaneous with the imminent opening.

i. **Offer of Shared Labor:** Plaintiff further offered to forgo a salary if all members agreed to share in operational duties at opening, a reasonable request consistent with equal ownership responsibilities under G.L. c. 156C. **But they refused.**

j. **Unilateral Exclusion:** Without any member vote or Plaintiff's consent, Defendants falsely reclassified Plaintiff as an "independent contractor" and removed him from filings only after the business was ready to launch. Such removal is void under Massachusetts LLC law, which requires unanimous consent for member withdrawal absent an operating agreement.

k. **Current Mismanagement:** Since Plaintiff's exclusion, the company has suffered material losses, failed to diversify into additional cuisines, and dissipated goodwill. The decline of the business underscores that Plaintiff's expertise was indispensable and irreplaceable.

29. Dany never signed any agreement withdrawing, selling, or transferring his 20% interest. He never consented to any buyout or amendment removing him as a manager.

30. As a direct result of Defendants' conduct, Dany has been:

- Deprived of his 20% equity stake in VFC;
- Excluded from the profits and goodwill of a business he founded;
- Defamed before regulators and business partners as a non-owner;
- Harmed financially and reputationally by false filings and affidavits; and
- Forced to expend substantial effort and resources defending his rights.

31. In addition to unlawfully removing Plaintiff from Virtual Fulfillment Center, LLC, Defendants further engaged in self-dealing by creating and/or operating through new entities, including "Yumcha Tea, Inc.", formed in March 2025 by Defendants M. Kassem (President), Ahmed Kasem (Secretary), Mohammed Ali (Treasurer), and Omar Neamatalla (Director). This entity is tied to the same group of individuals, created while the dispute over VFC ownership was ongoing, and appears designed to divert business opportunities, resources, and goodwill away from VFC and Plaintiff. The incorporation of "Yumcha Tea, Inc." underscores Defendants' continuing bad faith, breach of fiduciary duty, and fraudulent intent.

32. Defendants, with counsel, continued to file false and unauthorized amendments.

33. VFC was not intended to be a one-off restaurant. From inception, the venture was designed to be a scalable multi-unit business, with plans to open at least two new locations per year and ultimately expand nationally and internationally. Plaintiff's twenty years of industry experience, proprietary recipes, branding, and vendor networks were indispensable to this plan. By excluding Plaintiff, Defendants deprived him not only of his equity in the South Boston

location but also of future earnings and opportunities tied to the venture's planned expansion.

34. Defendants have asserted in pleadings and public filings that each member contributed approximately $150,000 in capital. In reality, much of the alleged "investment" was made through undocumented cash deposits or funneled through affiliated entities such as La Casa Zone, LLC (controlled by Defendant M. Kassem) and Tabless, LLC (controlled by Defendant A. Kasem). Defendants have never produced verifiable records to substantiate their contributions. Because Plaintiff remained a joint account holder on VFC's operating bank account, and because cash deposits were commingled without documentation of source, a genuine controversy exists regarding the amount and legitimacy of such contributions. Equity requires a full accounting.

35. There was never any breakdown of trust, hostility, or management deadlock among the members. Plaintiff and Defendants did not engage in disputes or dysfunction; communications remained cordial until the moment of Plaintiff's exclusion. The freeze-out was purely opportunistic, executed at the final stage of licensing to appropriate the benefit of Plaintiff's two years of labor and investment. This was not a case of internal conflict, but rather a calculated scheme to strip Plaintiff of his rights.

36. Plaintiff remains a named account holder on the VFC operating account but has been excluded from access and oversight while Defendants continue to use the account for undocumented deposits and transfers. To prevent further concealment or dissipation of assets, equity requires judicial oversight, including accounting and, if necessary, the appointment of a receiver to safeguard funds pending final resolution.

On January 12, 2023, Plaintiff was designated as the sole Manager of Virtual Fulfillment

Center, LLC in its Certificate of Organization. This designation established his role as a founding principal of the LLC, relied upon by banks, regulators, and third parties to conduct business. No operating agreement was ever executed. Under G.L. c. 156C, unanimous consent of members is required to remove a manager absent an agreement. Plaintiff never consented, nor was he ever notified of any vote. Accordingly, all subsequent amendments purporting to remove Plaintiff or redistribute his interest are invalid and unenforceable, and Defendants' authority rests on filings made in violation of law.

COUNTS

COUNT I – Declaratory Judgment (Ownership / Manager Status) (Against All Defendants, G.L. c. 231A)

36. Plaintiff repeats and incorporates by reference the allegations in ¶¶1–35.

37. A real and substantial controversy exists between Plaintiff and Defendants regarding Plaintiff's membership and managerial rights in VFC.

38. At all times, Plaintiff was a rightful **20% member and manager** of VFC, evidenced by:

- The Certificate of Organization naming him as Manager;
- City of Boston Licensing Board filings (temporary and takeout licenses, 2024) listing him as 20% owner/manager;
- Trademark filings and branding documents naming him as a 20% stakeholder;
- Bank account records listing him as a joint account holder with management authority.

39. Defendants unilaterally filed amendments to remove Plaintiff, without unanimous

consent as required under **G.L. c. 156C §§24–25.** No operating agreement authorized such removal.

40. Plaintiff never executed a withdrawal, consented, or received consideration. The amendments are void.

WHEREFORE, Plaintiff requests judgment:

a. Declaring Plaintiff remains a 20% member/manager of VFC;

b. Declaring all attempted removals or redistributions void;

c. Declaring Plaintiff entitled to membership rights, profits, and governance;

d. Declaring Plaintiff not liable for VFC's post-October 31, 2024 debts or losses;

e. Granting such further relief as the Court deems just.

COUNT II – Breach of Fiduciary Duty
(Against Defendants Kassem, Neamatalla, Kasem, and Ali)

41. Plaintiff repeats and incorporates ¶¶1–40.

42. Members and managers of a closely held LLC owe one another fiduciary duties akin to those in partnerships and close corporations, including duties of loyalty and utmost good faith. *See Donahue v. Rodd Electrotype Co., 367 Mass. 578 (1975); Pointer v. Castellani, 455 Mass. 537 (2009)*.

43. Defendants breached duties by:

- Secretly filing amendments excluding Plaintiff;
- Redistributing Plaintiff's 20% equity among themselves;
- Filing false affidavits portraying Plaintiff as a "contractor";
- Blocking Plaintiff's access to bank accounts, financials, and communications;

- Retaining profits without compensation.

44. These acts were intentional, willful, and malicious.

WHEREFORE, Plaintiff requests judgment for compensatory damages, punitive damages, constructive trust, and costs.

COUNT III – Breach of the Implied Covenant of Good Faith and Fair Dealing (Against All Defendants)

45. Plaintiff repeats and incorporates ¶¶1–44.

46. Massachusetts law implies a covenant of good faith and fair dealing into LLC arrangements.

47. Defendants breached this covenant by exploiting Plaintiff's labor and reputation to secure licenses, then excluding him and denying his equity.

WHEREFORE, Plaintiff requests damages, equitable relief, and costs.

COUNT IV – Fraud and Misrepresentation (Against All Defendants)

48. Plaintiff repeats and incorporates ¶¶1–47.

49. Defendants knowingly made false statements, including:

- Affidavits to this Court claiming Plaintiff was merely a contractor;
- Amended filings with the Licensing Board (Jan. 2025);
- Amended Secretary of State filings;
- Misrepresentations to banks, vendors, and insurers.

50. These false statements were material to Plaintiff's ownership and management rights.

51. Defendants acted with intent to induce reliance by regulators, courts, and third

parties.

52. Plaintiff was deprived of opportunity to correct the record and suffered damages including loss of equity, profits, and reputational harm.

WHEREFORE, Plaintiff requests compensatory and punitive damages, constructive trust, and equitable relief.

COUNT IV – Civil Conspiracy (Concerted Action)
(Against All Defendants)

53. Plaintiff repeats and incorporates ¶¶1–52.

54. Under Massachusetts law, liability attaches where multiple defendants act in concert toward a common unlawful scheme. *Kurker v. Hill, 44 Mass. App. Ct. 184 (1998).*

55. Defendants acted jointly to exclude Plaintiff by:

- Coordinating amendments to corporate filings;
- Filing false affidavits and pleadings;
- Redistributing Plaintiff's equity among themselves;
- Forming Yumcha Tea, Inc. to usurp business opportunities.

56. This conspiracy harmed Plaintiff by depriving him of his rightful ownership, management role, and business opportunities.

WHEREFORE, Plaintiff requests joint and several damages, punitive damages, and equitable relief.

COUNT V – Conversion
(Against All Defendants)

57. Plaintiff repeats and incorporates ¶¶1–56.

58. Conversion occurs when one intentionally exercises control over another's property

inconsistent with their rights.

59. Plaintiff retained ownership in VFC's equity, accounts, vehicle, and intellectual property.

60. Defendants wrongfully seized and exercised control over:

- Plaintiff's 20% membership interest;
- Access to the joint TD Bank account;
- Logos, menus, and branding created by Plaintiff;
- VFC goodwill and licenses secured in Plaintiff's name.

61. Defendants' conduct unlawfully deprived Plaintiff of his property and value.

WHEREFORE, Plaintiff requests compensatory damages, punitive damages, and further equitable relief.

COUNT VI – Quantum Meruit (Unpaid Labor / Services)
(Against VFC and All Defendants)

62. Plaintiff repeats and incorporates ¶¶1–61.

63. From 2022–2024, Plaintiff performed extensive services for VFC, including securing licenses, supervising construction, coordinating inspections, and providing operational oversight.

64. These services were rendered with the expectation of compensation through his 20% ownership interest and profit share, not gratuitously.

65. Defendants knowingly accepted these services, relied on Plaintiff's licensing credentials and reputation, and represented to regulators that Plaintiff was an owner/manager.

66. After obtaining these benefits, Defendants excluded Plaintiff and denied his equity.

67. Retaining the benefit without compensation is inequitable.

WHEREFORE, Plaintiff requests restitution equal to the fair value of his services, interest, and costs.

COUNT VII – Unjust Enrichment (Equity, IP, Goodwill)
(Against All Defendants)

68. Plaintiff repeats and incorporates ¶¶1–67.

69. In addition to his services, Plaintiff conferred substantial non-service benefits, including:

- Founding membership without which VFC could not exist;
- His 20% equity interest, unlawfully reallocated;
- Intellectual property (recipes, logos, menus, trade secrets);
- Licensing standing and goodwill used with regulators and vendors.

70. Defendants accepted and retained these benefits while excluding Plaintiff from ownership, profits, and recognition.

71. It would be unjust for Defendants to retain these benefits without compensation.

WHEREFORE, Plaintiff requests restitution, disgorgement, constructive trust, and equitable relief.

COUNT VIII – Constructive Trust
(Against All Defendants)

72. Plaintiff repeats and incorporates ¶¶1–71.

73. Defendants' wrongful conduct gave them possession of property derived solely from Plaintiff's contributions, including:

- His 20% equity interest;

- Common Victualler License and other municipal approvals;
- Trademarks, logos, and branding;
- Accounts and goodwill.

74. Equity requires imposition of a constructive trust to prevent unjust enrichment.

WHEREFORE, Plaintiff requests declaration of constructive trust, transfer of his share, injunction against dissipation, and further equitable relief.

COUNT IX – Violation of G.L. c. 93A, §11 (Unfair and Deceptive Practices)
(Against All Defendants)

75. Plaintiff repeats and incorporates ¶¶1–74.

76. Defendants engaged in trade/commerce through VFC.

77. Defendants knowingly engaged in unfair and deceptive acts, including:

- Filing false amendments;
- Submitting perjured affidavits;
- Exploiting Plaintiff's labor and reputation to obtain licenses;
- Redistributing equity among themselves;
- Misleading regulators and the Court.

78. Plaintiff served a demand; Defendants refused reasonable tender.

79. Defendants' acts were willful and knowing.

WHEREFORE, Plaintiff requests treble damages, attorneys' fees, costs, and equitable relief.

COUNT X – Accounting and Inspection Rights
(Against VFC and All Defendants, G.L. c. 156C §§10, 24)

80. Plaintiff repeats and incorporates ¶¶1–79.

81. As a member, Plaintiff has statutory rights to inspect VFC records.

82. Defendants blocked access to accounts, concealed capital contributions, and refused record inspection.

83. Without an accounting, Plaintiff cannot value his interest or detect misuse.

WHEREFORE, Plaintiff requests a full accounting, production of records, appointment of a neutral master if necessary, and equitable relief.

COUNT XI – Reinstatement / Custodian or Supervised Buyout
(Against VFC and All Defendants, G.L. c. 156C §45)

84. Plaintiff repeats and incorporates ¶¶1–83.

85. It is not practicable to continue the business while Plaintiff is unlawfully excluded.

86. Defendants' fraud, concealment, and diversion require court oversight.

87. Equity supports either:

- Reinstating Plaintiff as 20% member/manager; OR
- Ordering Defendants to purchase his interest at fair value under supervision.

88. Plaintiff further reserves the right to seek judicial **dissolution** under G.L. c. 156C §45 if reinstatement, custodianship, or supervised buyout proves inadequate.

WHEREFORE, Plaintiff requests reinstatement or supervised buyout, appointment of custodian if necessary, or dissolution as last resort.

COUNT XII – Diversion of Business Opportunities / Breach of Duty of Loyalty
(Against Kassem, Kasem, Neamatalla, and Ali)

89. Plaintiff repeats and incorporates ¶¶1–88.

90. Members of a close LLC must not usurp corporate opportunities.

91. Defendants formed Yumcha Tea, Inc. in March 2025, using VFC's premises,

licenses, and goodwill.

92. This was a continuation of VFC's opportunities diverted for their sole benefit.

WHEREFORE, Plaintiff requests constructive trust/equitable lien on Yumcha Tea assets, compensatory and punitive damages, and equitable relief.

COUNT XIII – Misappropriation of Trade Secrets & Proprietary Contributions (Against All Defendants, G.L. c. 93 §42 & Common Law)

93. Plaintiff repeats and incorporates ¶¶1–92.

94. Plaintiff contributed protectable trade secrets and proprietary Intellectual property (recipes, menus, logos, branding, vendor lists).

95. Defendants misappropriated these assets after excluding Plaintiff.

96. Their conduct was willful and malicious.

WHEREFORE, Plaintiff requests damages, doubled statutory damages, attorneys' fees, injunction, disgorgement, and equitable relief.

COUNT XIV – Unfair Competition / Misappropriation of Business Identity (Against All Defendants, Common Law & G.L. c. 93A)

97. Plaintiff repeats and incorporates ¶¶1–96.

98. Defendants rebranded as "VFCeats" while continuing to use Plaintiff's menus, logos, and goodwill.

99. This constitutes unfair competition, passing-off, and deception.

WHEREFORE, Plaintiff requests damages, trebling under c. 93A, injunction against use of Plaintiff's identity/branding, and equitable relief.

COUNT XV – Declaratory Relief re: Vehicle / Assets in Trust (Against VFC and All Defendants)

100. Plaintiff repeats and incorporates ¶¶1–99.

101. A controversy exists over the Jeep Grand Cherokee leased in VFC's name but insured/registered at Plaintiff's address.

102. Plaintiff asserts equitable ownership/control and seeks declaration that the vehicle (and other disputed assets) be held in constructive trust pending resolution.

WHEREFORE, Plaintiff requests the Court to declare the vehicle and similar disputed assets be preserved in constructive trust, enjoin disposal, and order equitable accounting.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff DANY ABOUELKHIER respectfully requests that this Court enter judgment in his favor and against Defendants Virtual Fulfillment Center, LLC, Mohamed Kassem, Omar Neamatalla, Mohammed Ali, and Ahmed Kasem, jointly and severally, and grant the following relief:

1. Declaratory Relief

a. Declaring Plaintiff remains a rightful 20% member and manager of VFC;

b. Declaring void any filings, amendments, or redistributions purporting to remove Plaintiff or reallocate his equity interest;

c. Declaring Plaintiff entitled to membership rights, profits, and governance, and free of liability for debts incurred after October 31, 2024.

2. Equitable Relief

a. Imposing a constructive trust over assets, licenses, profits, and goodwill wrongfully diverted from Plaintiff;

b. Ordering full accounting and inspection of VFC's financial records;

c. Reinstating Plaintiff as member/manager, or alternatively, compelling a supervised buyout of his 20% equity at fair value, or if no lesser remedy suffices, judicial dissolution under G.L. c. 156C §45;

d. Enjoining Defendants from further misuse of Plaintiff's intellectual property, trade secrets, and business identity.

3. Damages

a. Awarding compensatory damages for loss of equity, profits, labor, IP, and goodwill;

b. Awarding treble damages, punitive damages, and multiple damages as permitted under law, including G.L. c. 93A and G.L. c. 93 §42;

c. Awarding restitution for unjust enrichment and the fair value of Plaintiff's services;

d. Awarding interest, costs, and attorneys' fees.

4. Further Relief

Granting such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Mass. R. Civ. P. 38(b), Plaintiff DANY ABOUELKHIER hereby demands a trial by jury on all claims so triable.

Respectfully submitted,

Dany Abouelkhier (Pro Se)

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Date: August 28th, 2025

/s/ Dany Abouelkhier
Dany Abouelkhier (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on August 28th, 2025 a copy of the foregoing was served via electronic mail on all counsel of record.

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Respectfully submitted,

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