

COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT

SUPERIOR COURT DEPARTMENT

SUFFOLK, ss.

Civil Action No. 2484CV02931

DANY ABOUELHKIER, Pro Se
Plaintiff,

v.

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

PLAINTIFF'S REPLY IN FURTHER SUPPORT OF
MOTION TO DISQUALIFY ATTORNEY ALEXANDER W. LEVINE

Plaintiff Dany Abouelkhier respectfully submits this Reply to correct material misstatements of law in Defendants' Opposition and to clarify the governing legal framework under Massachusetts law.

I. THIS CASE INVOLVES THE UNAUTHORIZED DISPLACEMENT OF THE
FOUNDER-OWNER-MANAGER, NOT A ROUTINE INTERNAL DISPUTE

Defendants attempt to reframe this case as a routine disagreement among members of an LLC. The record establishes otherwise.

Plaintiff is:

- the founder and organizer of Virtual Fulfillment Center, LLC;
- an equity owner/member; and

- the original and controlling manager named in the Certificate of Organization.

No Operating Agreement exists. Accordingly, default provisions of Massachusetts law apply.

In a manager-managed LLC, the manager — particularly the original manager named at formation — holds exclusive authority to act for and bind the company absent valid removal or delegation.

Defendants do not dispute that no meeting, vote, written consent, or amendment lawfully removed Plaintiff from any of these roles. Their effort to characterize Plaintiff as merely one of several “managers” or as an “independent contractor” is legally irrelevant and contradicted by the governing documents.

This motion does not challenge counsel’s appearance in the abstract; it challenges counsel’s authority and ethical capacity to prosecute counterclaims on behalf of the LLC against its founder–owner–manager, issues that became ripe only once counterclaims were asserted in this litigation. This distinction matters because the attempt to retain counsel against the founder–owner–manager without authority is categorically different from ordinary member disagreement. It is a structural governance failure.

**II. RULE 1.13(g) CONSENT IS LEGALLY IMPOSSIBLE WHERE COUNSEL IS
RETAINED TO DISPLACE THE FOUNDER–OWNER–MANAGER**

Defendants’ reliance on Rule 1.13(g) fails as a matter of law.

Rule 1.13(g) permits dual representation only where:

1. no conflict exists, and
2. valid consent is given by an appropriate, non-conflicted organizational official.

Here, the conflict is inherent and non-waivable.

Attorney Levine was retained for the express purpose of:

- restructuring the company,
- removing Plaintiff from managerial authority, and
- asserting claims against Plaintiff in the name of the LLC.

Where the target of the representation is simultaneously the founder, equity owner, and statutory manager, no other person exists who can provide valid organizational consent. Consent purportedly given by the very individuals seeking to displace that authority is invalid as a matter of law.

Massachusetts courts prohibit counsel from representing an organization while assisting one internal faction in removing its controlling founder–manager. This is precisely the type of structural conflict Rule 1.13(g) is designed to prevent.

III. SUPERIOR COURT RULE 3 DOES NOT SHIELD UNAUTHORIZED OR STRUCTURALLY CONFLICTED REPRESENTATION

Defendants’ reliance on Superior Court Rule 3 is misplaced. Plaintiff does not object to Attorney Levine’s appearance as a procedural matter; Plaintiff challenges whether Attorney Levine was ever authorized to appear for the LLC at all.

Rule 3 does not validate unauthorized representation, nor does it bar courts from addressing conflicts that:

- go to the authority of counsel,
- affect the integrity of the proceedings, and
- continue on an ongoing basis.

This challenge arose when Plaintiff discovered documentary evidence showing that Attorney Levine was retained in secret to remove the founder–owner–manager. Raising the issue at that point was appropriate and timely.

**IV. ATTORNEY LEVINE IS A NECESSARY WITNESS ON FORMATION,
AUTHORITY, AND OWNERSHIP ISSUES**

Attorney Levine's involvement is not peripheral.

He is a necessary witness regarding:

- who retained him and on what asserted authority;
- his role in restructuring efforts;
- his knowledge of Plaintiff's status as founder, owner, and manager; and
- the basis for filings made in the LLC's name against its own controlling authority.

These are threshold issues that go to whether this litigation is properly constituted at all.

Massachusetts courts permit and require disqualification where counsel's testimony will be necessary on such matters, even before trial.

**V. VFC ALREADY HAD COMPANY COUNSEL; ATTORNEY LEVINE WAS
RETAINED SOLELY TO REMOVE THE FOUNDER-OWNER-MANAGER**

The record further establishes that Virtual Fulfillment Center, LLC already had active company counsel at the time Attorney Levine was retained.

Attorney Kristen Scanlon (and her firm) represented VFC in connection with licensing and treated the LLC, not any individual, as the client. In that capacity, Attorney Scanlon communicated with Plaintiff as a principal of the company and sought direction regarding corporate authority. Importantly, it was Attorney Scanlon who provided Plaintiff with copies of internal communications revealing that Attorney Levine had been introduced to her as counsel retained to "oversee changes to the company structure" and to remove Plaintiff from the manager role.

This sequence of events is legally significant.

Attorney Levine was not retained to continue existing representation of the company, nor to advise the entity neutrally. He was retained, in parallel to existing company counsel, for the specific purpose of displacing the founder–owner–manager and restructuring the company without authority.

Massachusetts law does not permit an internal faction to bypass existing company counsel and secretly retain new counsel to act directly against the company’s controlling authority. Such conduct underscores the absence of valid authorization, confirms the existence of a non-waivable conflict, and eliminates any claim that Attorney Levine’s representation was undertaken in good faith on behalf of the entity.

This further supports disqualification under Rules 1.7(a), 1.13(g), and 1.16(a)(1), and reinforces that Attorney Levine is a necessary witness to the circumstances of his retention

**VI. DISQUALIFICATION IS STRUCTURAL AND REQUIRED TO PROTECT THE
INTEGRITY OF THE PROCEEDINGS**

This motion is not tactical. It does not seek advantage through delay or inconvenience. It seeks to prevent an attorney from continuing to act without authority, while representing directly adverse interests in an internal takeover of an LLC.

Under Massachusetts law, where continued representation undermines the fairness and legitimacy of the proceedings, disqualification is mandatory.

CONCLUSION

Defendants’ Opposition rests on mischaracterizations of Rule 3, Rule 1.13(g), and Massachusetts LLC law. When the proper legal framework is applied, Attorney Levine’s continued representation is impermissible.

Plaintiff respectfully requests that the Court:

1. Disqualify Attorney Alexander W. Levine from representing Virtual Fulfillment Center, LLC and the individual defendants; or
2. Alternatively, order in camera submission of all documents purporting to authorize his retention and the filing of counterclaims.

Respectfully submitted,

Dany Abouelkhier (Pro Se)

550 Liberty St. Unit 905

Braintree, MA 02184

Tel: (617) 909-7799

Email: danytaw@yahoo.com

Date: December 23, 2025

/s/ Dany Abouelkhier

Dany Abouelkhier (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on December 23, 2025 a copy of the foregoing was served via electronic mail on all counsel of record.

Alexander W. Levine
RIVER STREET LAW
11 River Street, Suite 301
Wellesley, MA 02481
Tel: (781) 369-7090
Fax: (781) 369-7090
alevine@riverstreetlaw.com
www.riverstreetlaw.com

Respectfully submitted,

Dany Abouelkhier, appearing pro se

/s/ **Dany Abouelkhier**

Dany Abouelkhier (Pro Se)