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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPARTMENT
DOCKET NO.: 2484CV02931-H

DANY ABOUELKHIER,	)
Plaintiff / Defendant-in-Counterclaim,	)
	)
v.	)
	)
VIRTUAL FULFILLMENT CENTER, LLC,	)
MOHAMED KASSEM,	)
OMAR NEAMATALLA,	)
MOHAMMED ALI, and	)
AHMED KASEM,	)
Defendants / Plaintiffs-in-Counterclaim.	)
	)

**ANSWER, AFFIRMATIVE DEFENSES, JURY DEMAND, AND COUNTERCLAIMS OF
ALL NAMED DEFENDANTS / PLAINTIFFS-IN-COUNTERCLAIM**

NOW COME the Defendants / Plaintiffs-in-Counterclaim Virtual Fulfillment Center, LLC (“VFC”), Mohamed Kassem (“Mr. Kassem”), Omar Neamatalla (“Mr. Neamatalla”), Mohamed Ali (“Mr. Ali”), and Ahmed Kasem (“Mr. Kasem”) (collectively referred to as the “Defendants” or “VFC Parties”, and hereby answer the Plaintiff’s, Dany Abouelkhier’s (“Plaintiff” or “Mr. Abouelkhier”) Complaint, provide affirmative defenses, and make jury demand, as follows:

ANSWER TO COMPLAINT

Request for Immediate Ex Parte Relief

- The allegations set forth in this paragraph make legal and factual conclusions and legal requests, and are otherwise rendered moot. To the extent any further response is necessary, the Defendants deny the allegations.

Grounds for Ex Parte Relief

- The allegations set forth in this paragraph make legal and factual conclusions and legal requests, and are otherwise rendered moot. To the extent any further response is necessary, the Defendants deny the allegations, except for the date listed in the allegations.

Basis for Immediate and Irreparable Harm

- The allegations set forth in this paragraph make legal and factual conclusions and legal requests, and are otherwise rendered moot. To the extent any further response is necessary, the Defendants deny the allegations.

Ex Parte TRO Requests

- The allegations set forth in this paragraph make legal and factual conclusions and legal requests, and are otherwise rendered moot. To the extent any further response is necessary, the Defendants deny the allegations.

I. Introduction

- The allegations set forth in this paragraph make legal and factual conclusions, are vague and confusing, and therefore a complete response is not possible. To the extent any further response is necessary, the Defendants deny the allegations, except that the Defendants consider the Plaintiff was previously an independent contractor with VFC, and VFC was operating without a formal written operating agreement.

II. Factual Background

1. The Defendants deny these allegations.
2. The allegations set forth in this paragraph make legal and factual conclusions, are vague and confusing, and therefore a complete response is not possible. There

was a document the Plaintiff mentions, but the Defendants deny its characterization, and deny all other allegations.

3. The Defendants deny these allegations, but for the date listed.
4. The allegations set forth in this paragraph make legal and factual conclusions, are vague and confusing, and therefore a complete response is not possible. To the extent any further response is necessary, the Defendants deny the allegations, except that the Defendants consider the Plaintiff was previously an independent contractor with VFC.
5. The Defendants deny the allegations as they are set forth, and state the Plaintiff is unlawfully in possession of a VFC vehicle and operating it without authorization.
6. The Defendants deny the allegations.
7. The allegations set forth in this paragraph make legal and factual conclusions, are vague and confusing, and therefore a complete response is not possible. The Defendants state the Plaintiff no longer has an association with VFC.

III. Legal Grounds

1. The allegations set forth in this paragraph make legal and factual conclusions, and therefore a response is not necessary. To the extent any further response is necessary, the Defendants deny the allegations.
2. The allegations set forth in this paragraph make legal and factual conclusions, and therefore a response is not necessary. To the extent any further response is necessary, the Defendants deny the allegations.

3. The allegations set forth in this paragraph make legal and factual conclusions, and therefore a response is not necessary. To the extent any further response is necessary, the Defendants deny the allegations.
4. The allegations set forth in this paragraph make legal and factual conclusions, and therefore a response is not necessary. To the extent any further response is necessary, the Defendants deny the allegations.
5. The allegations set forth in this paragraph make legal and factual conclusions, and therefore a response is not necessary. To the extent any further response is necessary, the Defendants deny the allegations.
6. The allegations set forth in this paragraph make legal and factual conclusions, and therefore a response is not necessary. To the extent any further response is necessary, the Defendants deny the allegations.

IV. Relief Request

1. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
2. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
3. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.

4. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
5. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
6. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
7. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. The Defendants will preserve all evidence.
8. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
9. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
10. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.
11. The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.

V. Legal Standard for TRO

The allegations set forth in this paragraph make legal and factual conclusions, and request legal relief, to which no response is required. To the extent any further response is required, the Defendants deny the allegations.

VI. Prayer for Relief

The Defendants pray this Court:

- A) Dismiss the Plaintiff's claims with prejudice;
- B) Award the Defendants their attorney fees and costs; and
- C) Award any such further relief this Court deems just and proper.

AFFIRMATIVE DEFENSES

The Defendants set forth as separate and individual affirmative defenses to the Complaint:

1. The Complaint should be dismissed in its entirety for failure to state a claim upon which relief can be granted.
2. The Plaintiffs has failed to mee the plausibility pleading standard for his claims, including but not limited to the claims of fraud and misrepresentation.
3. The Plaintiffs claims are vague, confusing, and ambiguous, and therefore the Defendants require a more definite statement to fully response.
4. The Plaintiffs improperly cites Massachusetts statutes.
5. The Plaintiff alleges an improper amount of damages.
6. The Plaintiff brings his claims with unclean hands.
7. The Plaintiff has committed fraud.
8. The Plaintiff is estopped in equity from bringing his claims.
9. The Complaint fails for insufficiency of service of process.

10. Each and every allegation that is not specifically admitted is hereby denied.
11. The Defendants state states that the allegations of the Complaint are or may be barred, in whole or in part, by any other defense found to be factually merited during the course of discovery, or in the trial of this action.
12. The Defendants state the Plaintiff is attempting to deprive them of their constitutional rights to legal counsel.
13. The Plaintiff has no legal or equitable right to access to VFC records.
14. The Plaintiff is unlawfully in possession of a company vehicle, refuses to return it, and is knowingly operating it without legal authorization.
15. The Plaintiff lacks standing to bring claims concerning the actions and business of VFC.
16. The Plaintiff's claims are frivolous, and the Defendants are entitled to the full relief afforded under M.G.L. c. 231, §6F.

JURY DEMAND

The Defendants demand a jury on all claims so triable.

COUNTERCLAIMS

1. The Plaintiff-in-Counterclaim, Virtual Fulfillment Center, LLC (“VFC” or “LLC” or collectively referred to the as “Plaintiffs-in-Counterclaim” along with the other listed plaintiffs-in-counterclaim) is a domestic limited liability company with a principal place of business of 313 Old Colony Ave., Boston, MA 02127.
2. The Plaintiff-in-Counterclaim, Mohamed Kassem (“Mr. Kassem” or collectively referred to the as “Plaintiffs-in-Counterclaim” along with the other listed plaintiffs-in-counterclaim and “individual Plaintiffs-in-Counterclaim” when being referred collectively with the other natural person plaintiffs-in-counterclaim), is a natural person and listed manager of VFC, is a member of VFC, with an address of 313 Old Colony Ave., Boston, MA 02127.
3. The Plaintiff-in-Counterclaim, Omar Neamatalla (“Mr. Neamatalla” or collectively referred to the as “Plaintiffs-In-Counterclaim” along with all other listed plaintiffs-in-counterclaim and “individual Plaintiffs-in-Counterclaim” when being referred collectively with the other natural person plaintiffs-in-counterclaim), is a natural person and listed manager of VFC, is a member of VFC, with an address of 313 Old Colony Ave., Boston, MA 02127.
4. The Plaintiff-in-Counterclaim, Mohammed Ali (“Mr. Ali” or collectively referred to the as “Plaintiffs-in-Counterclaim” along with the other listed plaintiffs-in-counterclaim and “individual Plaintiffs-in-Counterclaim” when being referred collectively with the other natural person plaintiffs-in-counterclaim), is a natural person and listed manager of VFC, is a member of VFC, with an address of 313 Old Colony Ave., Boston, MA 02127.

5. The Plaintiff-in-Counterclaim, Ahmed Kasem (“Mr. Kasem” or collectively referred to the as “Plaintiffs-in-Counterclaim” along with the other listed plaintiffs-in-counterclaim and “individual Plaintiffs-in-Counterclaim” when being referred collectively with the other natural person plaintiffs-in-counterclaim), is a natural person and listed manager of VFC, is a member of VFC, with an address of 313 Old Colony Ave., Boston, MA 02127.
6. The Defendant-in-Counterclaim, Dany Abouelkhier (“Mr. Abouelkhier” or “Defendant-in-Counterclaim”) is a natural person with a last and usual address of 550 Liberty Street, Apt. 905, Braintree, MA 02184.
7. The individual Plaintiffs-in-Counterclaim, the Defendant-in-Counterclaim, and Shehab Nassar (“Mr. Nassar”) formed VFC on or around January 12, 2023 with the intent for VFC to be a food establishment business with multiple product lines for pickup only.
8. Mr. Abouelkhier was listed as a manager of VFC upon its formation.
9. On or around January 20, 2023, the individual Plaintiffs-in-Counterclaim and Mr. Nassar were also added as managers to VFC.
10. VFC was formed with no formal written operating agreement and with no formal written management agreement.
11. The individual Plaintiffs-in-Counterclaim and Mr. Nassar financially contributed to VFC via initial capital contributions in exchange for an ownership and membership interest in VFC.
12. Mr. Abouelkhier did not financially contribute to VFC, and was not offered an ownership or membership interest in VFC.

13. On or around June 2023, a vote was held among the five (5) listed managers of VFC, the individual Plaintiffs-in-Counterclaim and Mr. Abouelkhier, regarding Mr. Nassar's status with VFC.
14. Mr. Nassar was not informed of this vote, and was excluded from participation in this vote.
15. By a majority vote of the managers of the LLC, Mr. Nassar was removed from VFC, he was removed as a manager, his capital contributions were returned, and his membership in the LLC was dissolved and distributed equally to the individual Plaintiffs-in-Counterclaim.
16. Mr. Abouelkhier did not receive any of Mr. Nassar's ownership interest in VFC.
17. On or around June 23, 2023, Mr. Nassar was removed as manager of the LLC with the Massachusetts Secretary of State.
18. The individual Plaintiffs-in-Counterclaim continued making capital contributions to VFC.
19. Mr. Abouelkhier was offered an alternative path to a membership and ownership interest in VFC.
20. For his efforts in taking the lead in getting VFC established and 'off the ground' as an independent contractor, he would be provided compensation for his services only at the time the business was fully operational and on a prospective basis.
21. Mr. Abouelkhier would then be provided a delayed membership interest in the LLC after the business was profitable and each of the original members received their initial capital contributions back from the profits of VFC.

22. Only after the original members recovered their original investment, their membership interests would be diluted to twenty (20%) percent, thereby freeing up a twenty (20%) interest to be offered to Mr. Abouelkhier.
23. It was understood by all parties that Mr. Abouelkhier would not be in possession of a membership interest until the condition's precedent were met and the original members recovered their initial investments.
24. On or around August 2023, VFC and Mr. Ali entered into a Motor Vehicle Lease Agreement for the lease of a 2023 Jeep Grand Cherokee 4XE VIN: 1C4RJYB61P8786536 (referred to as the "Company Vehicle").
25. To facilitate the performance of his duties, Mr. Abouelkhier was granted conditional permission to use the Company Vehicle for the performance of VFC tasks only.
26. Mr. Abouelkhier either intentionally or negligently performed his contractual duties as an independent contractor for VFC, and after almost a year and a half, VFC was still not an operational business.
27. There were unexplained delays and frustrations concerning opening the business location at 313 Old Colony Ave., Boston, MA 02127, and with obtaining the necessary permits and/or licenses to operate the business and issues engaging other outside professionals necessary for the opening of the business.
28. Mr. Abouelkhier failed to submit required floorplans for the 313 Old Colony Ave., Boston, MA 02127 business location to City of Boston health inspection authorities, which was his responsibility.
29. This failure to submit the completed floorplans resulted in a failed health inspection from the City of Boston.

30. On or around April 2024, Mr. Abouelkhier made material and fraudulent misrepresentations to the individual Plaintiffs-in-Counterclaim concerning an Application for Common Victualler (without alcohol) License.
31. Mr. Abouelkhier represented to Mr. Kasem, Mr. Kassem, Mr. Ali, and Mr. Neamatalla, that in order for the application to be successful Mr. Abouelkhier needed to list himself as an owner of VFC.
32. Upon certain conditions present being accomplished, Mr. Abouelkhier at some point in the future could have an ownership interest in VFC, and believing Mr. Abouelkhier's representations, Mr. Kassem, Mr. Ali, and Mr. Neamatalla listed their what would be future ownership of VFC, if at some point in the future Mr. Abouelkhier did become an owner, on the application.
33. The City of Boston Application for Common Victualler (without alcohol) License does state that all "indirect interests" in this license must be disclosed, and Mr. Kasem, Mr. Kassem, Mr. Ali, and Mr. Neamatalla did not consult an attorney regarding what this requirement entailed.
34. Mr. Ahmed Kasem did not list any ownership interest in the Personal Information Form he signed as part of the application.
35. Mr. Ahmed Kasem's Personal Information Form on file with the City of Boston lists his ownership interest as 20%, which was not the language he signed.
36. Mr. Abouelkhier was the individual sending all the Personal Information Forms into the City of Boston.

37. Upon information and belief, Mr. Abouelkhier fraudulently doctored and otherwise altered Mr. Ahmed Kasem's Personal Information form before filing the application package with the City of Boston.
38. Mr. Abouelkhier is currently being sued by Mohammed K. Seffo in the matter 2481CV01104 pending the Middlesex Superior Court, whereby Mr. Seffo is accusing Mr. Abouelkhier of preparing, fraudulently misrepresenting, and fraudulently conspiring to have Mr. Seffo grant Mr. Abouelkhier one-third of Mr. Seffo's restaurant business without the payment of any money.
39. On or around October 2024, Mr. Abouelkhier issued a written correspondence to the Plaintiffs-in-Counterclaim stating he would no longer be performing his agreed-to duties unless he received approximately \$3,500.00 - \$5,000.00 per week.
40. Mr. Abouelkhier's October 2024 correspondence appeared to make a legal ultimatum upon VFC to either meet the listed demands, or else Mr. Abouelkhier's relationship with VFC would be terminated by Mr. Abouelkhier himself.
41. Upon information and belief, Mr. Abouelkhier was using the Company Vehicle for business activities unassociated with VFC, including but not limited to delivery related services through third-party ride and delivery companies.
42. On or around October 2024, the Plaintiffs-in-Counterclaim, comprising the entire membership and ownership interest in VFC, and four out of the five listed managers of VFC, voted to not meet Mr. Abouelkhier demands listed in his October 2024 correspondence, and to terminate Mr. Abouelkhier's relationship with VFC, to the extent Mr. Abouelkhier did not already terminate the relationship on his own volition.

43. On or around October 31, 2024, Mr. Abouelkhier was removed as a listed manager of VFC with the Massachusetts Secretary of State.
44. On or around October 31, 2024, Mr. Abouelkhier was informed of his removal as manager, the termination of the relationship with VFC, and a demand was made for the return of the Company Vehicle.
45. After October 31, 2024, Mr. Abouelkhier began a campaign of malicious interference with the business and other operations of VFC.
46. Mr. Abouelkhier wrote several e-mails to various City of Boston representatives and interested parties raising unsubstantiated and irrelevant issues concerning VFC's take-out licenses application / permit modification process, repeatedly requesting the hearing on the application / modification be put on hold or otherwise delayed.
47. Such actions were enormously detrimental to VFC and the individual Plaintiffs-in-Counterclaim.
48. Mr. Abouelkhier continued to send malicious correspondence to City of Boston representatives, making material misrepresentations concerning his legal grievances with the Plaintiffs-in-Counterclaim, and the status of those legal grievances.
49. Mr. Abouelkhier is still in possession of the Company Vehicle without legal authorization to possess it, and has continued to refuse to return it.
50. Mr. Abouelkhier, by his own admission, is in the trade and commerce of restaurant businesses.
51. The interactions between Mr. Abouelkhier and VFC was commercial in nature, and were between two independent and discreet business entities.

52. Mr. Abouelkhier has engaged in a pattern of fraud whereby he misrepresents the meaning and impact of certain legal documents for the malicious purpose of being able to make legal allegations that he is a part owner of a business, in which he provided no monetary contributions thereto, in a fraudulent attempt to obtain financial gain.

53. Mr. Abouelkhier has knowingly and maliciously uttered and wrote falsehoods with the intention of defaming the Plaintiffs-in-Counterclaim, which in fact have caused damages.

COUNT I – DECLARATORY JUDGMENT

54. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.

55. There is an actual controversy between the parties as to Mr. Abouelkhier's relationship and/or interest in VFC, and professional relationship with all the Plaintiffs-in-Counterclaim.

56. The Plaintiffs-in-Counterclaim seek a declaration that Mr. Abouelkhier never had, does not have, and never will have, an ownership interest in VFC and/or membership interest in the LLC.

57. The Plaintiffs-in-Counterclaim seek a declaration that Mr. Abouelkhier's relationship with VFC was that of an independent contractor.

58. The Plaintiffs-in-Counterclaim seek a declaration that Mr. Abouelkhier's October 2024 letter to the Plaintiffs-in-Counterclaim issued a legal ultimatum concerning Mr. Abouelkhier's relationship with VFC, and when said ultimatum was not met by the Plaintiffs-in-Counterclaim, Mr. Abouelkhier's relationship with VFC was terminated on his own accord.

59. The Plaintiffs-in-Counterclaim seek a declaration that, to the extent Mr. Abouelkhier still had a relationship with VFC after his October 2024 ultimatum was not met, his relationship with VFC was terminated by the four other listed managers of VFC, the individual Plaintiffs-in-Counterclaim, and Mr. Abouelkhier was informed of said termination via an October 31, 2024 letter.

60. The Plaintiffs-in-Counterclaim seek a declaration that Mr. Abouelkhier is unlawfully in possession of the Company vehicle, is operating the Company Vehicle without authority, and has not legal right of possession to the Company Vehicle.

COUNT II – INJUNCTIVE RELIEF

61. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.

62. Mr. Abouelkhier is unlawfully in possession of the Company Vehicle and is refusing to return it.

63. Mr. Abouelkhier is incorrectly and unlawfully representing that he has managerial control over VFC, and has authority to represent, speak on behalf of, and make decision for VFC.

64. Such actions are causing, and will cause, irreparable harm to VFC.

65. There is no plain and adequate remedy at law to address these grievances.

66. VFC seeks a preliminary and permanent order enjoining Mr. Abouelkhier from possessing the Company Vehicle and from representing, either orally or in writing, that he has managerial control over VFC, and/or has any authority to represent, speak on behalf of, or make decision for VFC.

COUNT III – BREACH OF CONTRACT

67. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.
68. An oral contract existed between VFC and Mr. Abouelkhier concerning his duties to VFC as an independent contractor.
69. Mr. Abouelkhier breached the contract by failing to uphold his obligations.
70. VFC has been actually and proximately damaged as a result of said breach.

COUNT IV – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALINGS

71. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.
72. An implied covenant of good faith and fair dealing existed in the oral contract between VFC and Mr. Abouelkhier concerning his contractual duties to VFC as an independent contractor.
73. Mr. Abouelkhier breached the covenant by engaging in bad faith and intentional breaches of his duties.
74. VFC has been actually and proximately damaged as a result of said breach.

COUNT V – FRAUD, MISREPRESENTATION, AND DECEIT

75. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.
76. Mr. Abouelkhier intentionally misrepresented the nature and status of his contractual undertakings for VFC, the nature and meaning of City of Boston applications and requirements to the individual Plaintiffs-in-Counterclaim, and his past and current business practices to the Plaintiffs-in-Counterclaim.

77. Mr. Abouelkhier made material misrepresentations to the City of Boston concerning his authority and status with VFC.

78. Mr. Abouelkhier altered and fraudulently submitted the City of Boston Application for Common Victualler (without alcohol) License to the City of Boston.

79. Mr. Abouelkhier misrepresented his use of the Company Vehicle to the Plaintiffs-in-Counterclaim.

80. The Plaintiffs-in-Counterclaim have been actually and proximately harmed by Mr. Abouelkhier's fraud, misrepresentation, and deceit.

COUNT VI – TORTIOUS INTERFERENCE

81. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.

82. Mr. Abouelkhier has taken actions to knowingly and intentionally interfere in the operations of VFC, the interactions between VFC and the City of Boston, and VFC beneficial business relationships,

83. VFC has been actually and proximately harmed by such interferences.

COUNT VII – DEFAMATION

84. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.

85. Mr. Abouelkier has knowingly and maliciously uttered and wrote falsehoods with the intention of cause reputational harm to the Plaintiffs-in-Counterclaim.

86. The Plaintiffs-in-Counterclaim have been actually and proximately harmed by such interferences.

COUNT VIII – VIOLATION OF M.G.L. c. 93A, §§2, 11

87. The Plaintiffs-in-Counterclaim repeat and reallege each and every allegation of these counterclaims as if fully set forth herein.

88. Mr. Abouelkhier, by his own admission, is in the trade and commerce of restaurant businesses.

89. The interactions between Mr. Abouelkhier and VFC was commercial in nature, and were between two independent and discreet business entities.

90. Mr. Abouelkhier has engaged in a pattern of fraud whereby he misrepresents the meaning and impact of certain legal documents for the malicious purpose of being able to make legal allegations that he is a part owner of a business, in which he provided no monetary contributions thereto, in a fraudulent attempt to obtain financial gain.

91. Mr. Abouelkhier implemented this premediated, fraudulent, and predatory unfair and deceptive trade practice upon VFC, and has retaliated against VFC by engaging in knowing and intentional interference with its business operations.

92. Mr. Abouelkhier issued an ultimatum to VFC for an egregious sums of money, and when refused, retaliated against VFC by engaging in knowing and intentional interference with its business operations.

93. Mr. Abouelkhier's unfair and deceptive trade practices actually and proximately have harmed VFC.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs-in-Counterclaim pray this Court:

A) Under Count I, issue a declaration that:

1. Mr. Abouelkhier never had, does not have, and never will have, an ownership interest in VFC and/or membership interest in the LLC.
2. Mr. Abouelkhier's relationship with VFC was that of an independent contractor.
3. Mr. Abouelkhier's October 2024 letter to the Plaintiffs-in-Counterclaim issued a legal ultimatum concerning Mr. Abouelkhier's relationship with VFC, and when said ultimatum was not met by the Plaintiffs-in-Counterclaim, Mr. Abouelkhier's relationship with VFC was terminated on his own accord.
4. To the extent Mr. Abouelkhier still had a relationship with VFC after his October 2024 ultimatum was not met, his relationship with VFC was terminated by the four other listed managers of VFC, the individual Plaintiffs-in-Counterclaim, and Mr. Abouelkhier was informed of said termination via an October 31, 2024 letter.
5. Mr. Abouelkhier is unlawfully in possession of the Company Vehicle, is operating the Company Vehicle without authority, and has not legal right of possession to the Company Vehicle.

B) Under Count II, enter preliminary and permanent injunctive relief, enjoining Mr. Abouelkhier from:

1. Possessing the Company Vehicle forthwith from the entry of said order; and
2. Representing, either orally or in writing, that he has managerial control over VFC, and/or has any authority to represent, speak on behalf of, or make decisions for VFC.

- C) Under Count III, enter a monetary judgment in favor of VFC and against Mr. Abouelkhier;
- D) Under Count IV, enter a monetary judgment in favor of VFC and against Mr. Abouelkhier, together with an award of attorney's fees and costs;
- E) Under Count V, enter a monetary judgment in favor of the Plaintiffs-in-Counterclaim and against Mr. Abouelkhier, together with an award of attorney's fees and costs;
- F) Under Count VI, enter a monetary judgment in favor of VFC and against Mr. Abouelkhier;
- G) Under Count VII, enter a monetary judgement in favor of the Plaintiffs-in-Counterclaim and against Mr. Abouelkhier.
- H) Under Count VIII, enter a monetary judgment in favor of VFC and against Mr. Abouelkhier, together with statutory treble damages and an award of attorney's fees and costs;
- I) Award the Plaintiffs-in-Counterclaim their incurred attorney's fees and costs;
- J) Award other such further relief this Court deems just and proper.

JURY DEMAND

The Plaintiffs-in-Counterclaim demand a jury on all claims so triable.

Respectfully Submitted,
Defendants / Plaintiffs-in-Counterclaim,
VIRTUAL FULFILLMENT CENTER, LLC,
MOHAMED KASSEM,
OMAR NEAMATALLA,
MOHAMMED ALI, and
AHMED KASEM
By counsel,

/s/ Alexander W. Levine

Alexander W. Levine, BBO# 688231
RIVER STREET LAW
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alevine@riverstreetlaw.com

Dated: February 11, 2025

CERTIFICATE OF SERVICE

I, Alexander W. Levine, hereby certify that on February 11, 2025, I caused the foregoing to be served upon the Plaintiff via first class mail and e-mail.

/s/ Alexander W. Levine

Alexander W. Levine