

IN THE CIRCUIT COURT IN AND FOR  
THE 17<sup>TH</sup> JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.

NADER HAROUN SHEHATA, M.D., individually  
and GENFEAF MIKHAIL, individually,

Plaintiffs,

v.

WALMART, INC., a foreign corporation; and  
CUBESMART MANAGEMENT, LLC.,  
a foreign limited liability company.

Defendant.

/

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, NADER HAROUN SHEHATA, M.D., (hereinafter "SHEHATA"), and  
GENFEAF MIKHAIL, individually, by and through their undersigned counsel, sue Defendants,  
WALMART, INC., (hereinafter "WALMART"), and CUBESMART MANAGEMENT, LLC.,  
(hereinafter "CUBESMART"), and alleges:

**JURISDICTION, VENUE AND THE PARIES**

1. This is an action for damages in excess of \$30,000.00, exclusive of interests, costs  
and attorney's fees. Accordingly, this Court has subject matter jurisdiction over the cause.
2. Venue is proper in this circuit because the acts and omissions forming the basis of  
this Complaint all occurred in this circuit, because the incident occurred in Broward County, and  
because the Defendants reside in Broward County.

3. At all times material hereto, SHEHATA was *sui juris* and a resident of Broward County, Florida.

4. At all times material hereto, Plaintiff, GENFEAF MIKHAIL, was *sui juris* and a resident of Broward County, Florida.

5. Defendant, WALMART, was and is an Arkansas corporation and licensed to and doing business in Broward County, Florida.

6. Defendant, CUBESMART, was and is a Pennsylvania limited liability company and licensed to and doing business in Broward County, Florida.

7. At all times material hereto, Defendant, WALMART, was and is the owner, operator and/or manager of a commercial establishment known as “Walmart Store No. 1996” located at 2551 E Hallandale Beach Blvd, Hallandale Beach, FL 33009.

8. At all times material hereto, Defendant, CUBESMART, was and is the owner, operator and/or manager of a commercial establishment known as “CubeSmart” located at 5501 N.W. 15<sup>th</sup> St. Margate, FL 33063.

9. At all times material hereto, SHEHATA, was lawfully on or in the property of the commercial premises located at 2551 E Hallandale Beach Blvd, Hallandale Beach, FL 33009.

#### **GENERAL ALLEGATIONS**

10. On January 14, 2019, SHEHATA was a business invitee of Walmart Store No. 1966 located at 2551 E Hallandale Beach Blvd, Hallandale Beach, FL 33009 (the “Store”).

11. Upon arrival, SHEHATA parked his car directly in front of the Store and proceeded inside to make several purchases.

12. Upon exiting the Store, SHEHATA was approached by two males, Justin Boccio (hereinafter “Boccio”) and Serge Nkorina (hereinafter “Nkorina”), hereinafter collectively referred

to as the “Assailants.”

13. The Assailants forced SHEHATA into a cargo van at gun point, tied his hands and feet, beat him, and threatened his life in the parking lot owned, operated, and/or controlled by Defendant, Walmart.

14. Prior to arrival on January 14, 2019, the Assailants rented a storage unit at Defendant, CubeSmart’s, property and prepared the room for use on January 14, 2019. The room was covered in plastic and filled with weapons and tools that were repeatedly used to intimidate and torture SHEHATA.

15. From Walmart the Assailants traveled to the public storage unit they had previously rented. The facility was located at 5501 N.W. 15th St. Margate, FL 33063. The storage unit was controlled, owned and/or operated by Defendant, CubeSmart.

16. SHEHATA was forcibly removed from the van and taken inside the storage unit controlled, owned and/or operated by Defendant, CubeSmart. Inside he was tortured for hours. He was shown guns, cutters, and rusted saws, while being slapped and threatened with death. In addition to the punching and slapping, the captors used blow torches to heat metal cutters until they were glowing red and then pressed them into his hands.

17. SHEHATA suffered significant physical scaring, bruising, and mental anguish as a result of the torture he endured and continues to suffer from mental depression and anxiety.

18. All conditions precedent to the bringing of this action and Plaintiffs’ rights to the relief sought herein have occurred, have been performed or have been waived.

**COUNT I**  
**CLAIM OF NEGLIGENCE AGAINST WALMART**

19. SHEHATA re-incorporates and re-alleges Paragraphs one (1) through twenty (18) as set forth at length herein.



20. At all material times, Defendant, WALMART, through its agents and/or employees, owed a duty to its invitees and to the public to exercise reasonable and ordinary care to maintain the premises located at 2551 E Hallandale Beach Blvd, Hallandale Beach, FL, including the parking lots, walkways, external premises, and areas adjacent thereto, in a condition reasonably safe for use by its invitees, and the public.

21. In particular, Defendant, WALMART, had a duty to protect invitees, including the Plaintiff, from reasonably expected and/or foreseeable physical harm arising out of the activities of the ownership, management, and operation of Defendant's business, including criminal attacks.

22. At all material times, Defendant WALMART, through its agents and/or employees, knew, or in the exercise of reasonable care should have known, the premises was in a high crime area. Specifically, numerous criminal acts occurred in said area, and said criminal acts were reasonably likely to be perpetrated on invitees and the public, unless Defendant WALMART, took appropriate measures to provide reasonable security for such individuals.

23. At all material times, Defendant, WALMART, through its agents and/or employees, knew, or in the exercise of reasonable care should have known, that prior to January 14, 2019, numerous violent criminal acts including, but not limited to aggravated assaults, batteries, theft, robberies, stalking, among others, occurred on the premises, and throughout adjacent areas.

24. Defendant, WALMART, through its agents and/or employees, knew, or in the exercise of reasonable care should have known that individuals, including SHEHATA, could not take the necessary measures to provide for his own security while on the premises, including the walkways, parking lot, external premises, and areas adjacent thereto.

25. Consequently, the abduction of SHEHATA was reasonably foreseeable, and

Defendant, WALMART, was in a superior position to appreciate such hazards and to take the necessary measures to prevent harm to its invitees and the public, including SHEHATA.

26. Defendant, WALMART, appreciated the necessary measures necessary to protect invitees and the public, including SHEHATA, and retained security guards to patrol the subject premises on Friday's, Saturday's, and Sunday's.

27. On the above mentioned date and place, Defendant, WALMART, through its agents and/or employees, breached its duty to exercise reasonable care for the safety and protection of its invitees, including SHEAHATA, and acted in a negligent manner through the following act and/or omissions:

- a. Failing to provide adequate security for its invitees, and the public, including SHEHATA;
- b. Failing to warn its, tenants invitees, and the public, including SHEHATA, of the nature and character of the surrounding area when Defendant, WALMART, knew, or in the exercise of reasonable care should have known, numerous criminal incidents of a similar nature to the one herein (i.e., crimes against persons) occurred on the premises of the grocery complex prior to the incident which is the basis of this claim;
- c. Failing to warn, protect, guard, and/or secure the safety of its guests, invitees, and the public, including SHEHATA, when Defendant, WALMART, knew, or in the exercise of reasonable care should have known, similar criminal acts occurred in the area thereby creating a dangerous condition to those individuals on the commercial premises of said grocery complex;
- d. Failing to police, patrol, guard, deter, and/or otherwise provide adequate protection for its guests, invitees, and the public, when Defendant, WALMART, knew, or in the exercise of reasonable care should have known, of foreseeable criminal acts;
- e. Failing to have sufficient number of guards in visible areas as to deter crime, thereby protecting its guests, invitees, and the public, including SHEHATA, from foreseeable criminal acts;
- f. Failing to have an adequate number of security guards to protect its guests, invitees, and the public, including SHEHATA;
- g. Failing to implement adequate security policies, measures, and/or procedures

necessary to protect SHEHATA, and other guests, invitees, and the public, from foreseeable criminal acts;

- h. Undertaking to provide security within the subject parking lot and negligently failing to do so in an effective manner;
- i. Failing to hire and/or retain competent security guards to protect its guests, invitees, and the public, including SHEHATA;
- j. Failing to properly train security guards to be reasonably skilled, competent, and/or qualified to exercise appropriate security measures to protect its guests, invitees, and the public, including SHEHATA;
- k. Failing to provide proper and sufficient lighting in the premises and its surrounding areas;
- l. Failing to provide an adequate number of surveillance cameras throughout the grocery complex including, but not limited to walkways, external premises, and areas adjacent thereto;
- m. Failing to position surveillance cameras in appropriate locations such that the premises including, but not limited to, walkways, external premises, and areas adjacent thereto, was adequately monitored and/or deterred criminal activity;
- n. Failing to maintain surveillance cameras in working condition such that every camera monitored and recorded the activity in its line of view;
- o. Failing to take additional security measures once on notice the existing security measures were inadequate;
- p. Failing to adequately provide an overall security plan that met known industry standards and customs for safety in the community;
- q. Failing to provide a reasonably safe structural layout of the property upon purchasing said property;
- r. Failing to provide gates, guards, or other means of access control to adequately keep criminals off the complex;
- s. Failing to take proper actions once the Assailants presence was detected on premises;
- t. Failing to adhere to the terms of any applicable lease, property agreement, management agreement and/or internal standards relative to patron safety; and



u. Otherwise acting in a negligent manner.

28. Defendant, WALMART, through its agents and/or employees, negligently failed to devise any procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred, or in the alternative;

v. Defendant, WALMART, through its agents and/or employees, devised procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; however, Defendant negligently and carelessly failed to implement said procedures; or in the alternative;

w. Defendant, WALMART, through its agents and/or employees, devised procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; however, Defendant implemented same in a careless and negligent manner.

29. At all material times, Defendant, WALMART, through its agents and/or employees, negligently failed to hire persons, employees, and/or agents reasonably suited to provide, implement, and maintain adequate security measures to ensure the safety of its guests, invitees, and the public, including the external premises of the grocery, where the subject incident occurred.

30. Defendant, WALMART, through its agents and/or employees, voluntarily undertook to hire persons, employees, and/or agents to provide, implement, and maintain security measures but negligently failed to provide such adequate security measures to ensure the safety of its guests, invitees, and the public, including the external premises of the grocery, at the time the subject incident occurred.

31. Defendant, WALMART, through its agents, and/or employees, created and/or allowed said dangerous conditions on the premises of the grocery complex. Further, Defendant, WALMART, failed to warn its guests, invitees, and the public, including SHEHATA, of the existence of said dangerous conditions; or in the alternative, allowed said dangerous

conditions to exist for a length of time sufficient in which a reasonable inspection would have disclosed same.

32. The negligence of Defendant, WALMART, proximately caused the injury and damages to the Plaintiff.

33. As a direct and proximate result of Defendant, WALMART's negligence, SHEHATA, suffered damages, including bodily injury, physical pain and suffering, mental pain and suffering, mental anguish, loss of capacity for enjoyment of life, incurred medical expense in the treatment of his injuries, lost earnings and lost capacity. The injuries are permanent in nature and he will suffer these losses and impairments for life.

WHEREFORE, the Plaintiff demands judgment against Defendant, WALMART, for damages plus the cost of this action.

## **COUNT II**

### **CLAIM OF NEGLIGENCE AGAINST CUBESMART**

34. SHEHATA re-incorporates and re-alleges Paragraphs one (1) through twenty (18) as set forth at length herein.

35. At or about 7:30 p.m. on Monday, January 14, 2019, SHEHATA was brutally beaten, tortured, and sexually assaulted in a storage unit in the "CubeSmart" located at 5501 N.W. 15<sup>th</sup> St. Margate, FL 33063.

36. At all material times, Defendant, CUBESMART, through its agents and/or employees, owed a duty to its invitees and to the public to exercise reasonable and ordinary care to maintain the premises located at 5501 NW 15<sup>th</sup> St, Margate, FL, in a condition reasonably safe for use by its invitees, and the public.

37. In particular, Defendant, CUBESMART, had a duty to protect invitees, including the Plaintiff, from reasonably expected and/or foreseeable physical harm arising out of the



activities of the ownership, management, and operation of Defendant's business, including criminal attacks.

38. At all material times, Defendant, CUBESMART, through its agents and/or employees, knew, or in the exercise of reasonable care should have known, that storage units are commonly used to perpetrate crime and taken reasonable steps to ensure that individuals, such as the Assailants, were not permitted to conduct crimes within the storage units.

39. At all material times, Defendant, CUBESMART, through its agents and/or employees, knew, or in the exercise of reasonable care should have known the premises was in a high crime area and that public storage units are utilized to commit crimes when renters are allowed to access the units with the unit doors closed. Specifically, numerous criminal acts occurred in said area, and said criminal acts were reasonably likely to be perpetrated on invitees and the public, unless Defendant, CUBESMART, took appropriate measures to provide reasonable security for such individuals.

40. At all material times, Defendant, CUBESMART, through its agents and/or employees, knew, or in the exercise of reasonable care should have known, that prior to January 14, 2019, numerous violent criminal acts including, but not limited to, theft and repeated burglaries, occurred on the premises, and throughout adjacent areas.

41. Defendant, CUBESMART, through its agents and/or employees, knew, or in the exercise of reasonable care should have known that individuals, including SHEHATA, could not take the necessary measures to provide for his own security while on the premises, including the walkways, parking lot, external premises, and areas adjacent thereto.

42. Consequently, the commission of a crime in a closed storage unit on Defendant, CUBESMART'S, property was reasonably foreseeable, and Defendant, CUBESMART, was in a

superior position to appreciate such hazards and to take the necessary measures to prevent harm to its invitees and the public, including SHEHATA.

43. Additionally, the torture of SHEHATA was reasonably foreseeable, and Defendant, CUBESMART, was in a superior position to appreciate such hazards and to take the necessary measures to prevent harm to its invitees and the public, including SHEHATA.

44. Defendant, CUBESMART, implemented policies and procedures prohibiting individuals renting storage units from accessing the units with the front door closed.

45. At all times material, the Assailants tortured SHEHATA with the front door of the storage unit closed in violation of Defendant, CUBESMART, policies and procedures.

46. On the above mentioned date and place, Defendant, CUBESMART, through its agents and/or employees, breached its duty to exercise reasonable care for the safety and protection of its invitees, including SHEHATA, and acted in a negligent manner through the following act and/or omissions:

- a. Failing to provide adequate security for its invitees, and the public, including SHEHATA;
- b. Failing to prevent the Assailants from operating within the storage facility with the exterior door closed;
- c. Failing to prevent Assailants from accessing the storage unit after hours;
- d. Failing to warn its, tenants invitees, and the public, including SHEHATA, of the nature and character of the surrounding area when Defendant, CUBESMART, knew, or in the exercise of reasonable care should have known, numerous criminal incidents of a similar nature to the one herein (i.e., crimes against persons) occurred on the premises of the grocery complex prior to the incident which is the basis of this claim;
- e. Failing to warn, protect, guard, and/or secure the safety of its guests, invitees, and the public, including SHEHATA, when Defendant, CUBESMART, knew, or in the exercise of reasonable care should have known, similar criminal acts occurred in the area thereby creating a dangerous condition to those individuals on the

commercial premises of said grocery complex;

- f. Failing to police, patrol, guard, deter, and/or otherwise provide adequate protection for its guests, invitees, and the public, when Defendant, CUBESMART, knew, or in the exercise of reasonable care should have known, of foreseeable criminal acts;
- g. Failing to have sufficient number of guards in visible areas as to deter crime, thereby protecting its guests, invitees, and the public, including SHEHATA, from foreseeable criminal acts;
- h. Failing to have an adequate number of security guards to protect its guests, invitees, and the public, including SHEHATA;
- i. Failing to implement adequate security policies, measures, and/or procedures necessary to protect SHEHATA, and other guests, invitees, and the public, from foreseeable criminal acts;
- j. Undertaking to provide security within the subject parking lot and negligently failing to do so in an effective manner;
- k. Failing to hire and/or retain competent security guards to protect its guests, invitees, and the public, including SHEHATA;
- l. Failing to properly train security guards to be reasonably skilled, competent, and/or qualified to exercise appropriate security measures to protect its guests, invitees, and the public, including SHEHATA;
- m. Failing to provide proper and sufficient lighting in the premises and its surrounding areas;
- n. Failing to provide an adequate number of surveillance cameras throughout the grocery complex including, but not limited to walkways, external premises, and areas adjacent thereto;
- o. Failing to position surveillance cameras in appropriate locations such that the premises including, but not limited to, walkways, external premises, and areas adjacent thereto, was adequately monitored and/or deterred criminal activity;
- p. Failing to maintain surveillance cameras in working condition such that every camera monitored and recorded the activity in its line of view;
- q. Failing to take additional security measures once on notice the existing security measures were inadequate;
- r. Failing to adequately provide an overall security plan that met known industry standards and customs for safety in the community;



- s. Failing to provide a reasonably safe structural layout of the property upon purchasing said property;
- t. Failing to provide gates, guards, or other means of access control to adequately keep criminals off the complex;
- u. Failing to take proper actions once the assailants presence was detected on premises;
- v. Failing to adhere to the terms of any applicable lease, property agreement, management agreement and/or internal standards relative to patron safety; and
- w. Otherwise acting in a negligent manner.

47. Defendant, CUBESMART, through its agents and/or employees, negligently failed to devise any procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred, or in the alternative;

- x. Defendant, CUBESMART, through its agents and/or employees, devised procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; however, Defendant negligently and carelessly failed to implement said procedures; or in the alternative;
- y. Defendant, CUBESMART, through its agents and/or employees, devised procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; however, Defendant implemented same in a careless and negligent manner.

48. At all material times, Defendant, CUBESMART, through its agents and/or employees, negligently failed to hire persons, employees, and/or agents reasonably suited to provide, implement, and maintain adequate security measures to ensure the safety of its guests, invitees, and the public, including the external premises of the grocery, where the subject incident occurred.

49. Defendant, CUBESMART, through its agents, and/or employees, created and/or allowed said dangerous conditions on the premises of the grocery complex. Further, Defendant,

CUBESMART, failed to warn its guests, invitees, and the public, including SHEHATA, of the existence of said dangerous conditions; or in the alternative, allowed said dangerous conditions to exist for a length of time sufficient in which a reasonable inspection would have disclosed same.

50. The negligence of CUBESMART proximately caused the injury and damages to the Plaintiff.

51. As a direct and proximate result of Defendant, CUBESMART's negligence, SHEHATA, suffered damages, including bodily injury, physical pain and suffering, mental pain and suffering, mental anguish, loss of capacity for enjoyment of life, incurred medical expense in the treatment of his injuries, lost earnings and lost capacity. The injuries are permanent in nature and he will suffer these losses and impairments for life.

WHEREFORE, the Plaintiff demands judgment against Defendant, CUBESMART, for damages plus the cost of this action.

### **COUNT III** **LOSS OF CONSORTIUM AGAINST WALMART**

52. Plaintiff, GENFEAF MIKHAIL, re-incorporates and re-alleges Paragraphs one (1) twenty (18) as set forth at length herein.

53. Plaintiff, GENFEAF MIKHAIL, is the spouse of NADER HAROUN SHEHATA, M.D.

54. As a proximate result of the defendant's negligent conduct, and due to the resulting injuries to SHEHATA, Plaintiff, GENFEAF MIKHAIL, has been and will be in the future deprived of the affection, solace, care, comfort, companionship, conjugal life, fellowship, society, and assistance of SHEHATA, and has been required to provide special care and services to him.

WHEREFORE, the Plaintiff demands judgment against Defendant, WALMART for damages plus the cost of this action.

**COUNT IV**  
**LOSS OF CONSORTIUM AGAINST CUBESMART**

55. Plaintiff, GENFEAF MIKHAIL, re-incorporates and re-alleges Paragraphs one (1) through twenty (20) as set forth at length herein.

56. Plaintiff, GENFEAF MIKHAIL, is the spouse of NADER HAROUN SHEHATA, M.D.

57. As a proximate result of the defendant's negligent conduct, and due to the resulting injuries to SHEHATA, Plaintiff, GENFEAF MIKHAIL has been and will be in the future deprived of the affection, solace, care, comfort, companionship, conjugal life, fellowship, society, and assistance of SHEHATA, and has been required to provide special care and services to him.

WHEREFORE, the Plaintiff demands judgment against Defendant, CUBESMART, for damages plus the cost of this action.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand trial by jury on all issues so triable.

Dated: March 1, 2021.

**Silva & Silva, P.A.**  
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By: /s/ Carlos Silva  
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