

Sealed

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.

FILED by *js* D.C.
SEP 28 2017
STEVEN M. LARIMORE
CLERK U. S. DIST. CT.
S. D. of FLA. - MIAMI

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

v.

PEDRO FORT BERBEL,
FORT MARKETING GROUP LLC,

Defendants.

-and-

SIBADES LLC,

Relief Defendant.

17-23572

CIV-COOKE / GOODMAN

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff Securities and Exchange Commission (the "Commission") alleges as follows:

SUMMARY

1. The Commission brings this action to enjoin Fort Marketing Group LLC f/k/a Fort Investments Group LLC ("Fort Marketing") and Pedro Fort Berbel ("Berbel," together with Fort Marketing, "Defendants") from further violations of the anti-fraud and registration provisions of the federal securities laws.

2. From approximately July 2014 through February 2016, Defendants raised about \$38 million from more than 150,000 investors in the United States and abroad by engaging in offering and selling unregistered securities in the form of investment contracts. This offering fraud was a Ponzi scheme, as roughly 99% of the revenues generated by Defendants' businesses came exclusively from other investors' funds.

3. During the relevant time period, Defendants operated at least three separate online businesses which purported to provide legitimate advertising services: MLM Shop, available at mlmshop.net; The Business Shop, available at tbsbusiness.com; and Fort Ad Pays, available at fortadpays.com.

4. Through these websites, Defendants offered the sale of certain investments referred to as “guaranteed plans” and “advertising packs” on the MLM Shop and The Business Shop websites, and “shares,” “Ad Packs,” and “Ad Credit Packs” on the Fort Ad Pays website (collectively, “Ad Packs”). Defendants solicited investors to purchase Ad Packs through these websites and promotional videos, available in English, Spanish, and French, and linked directly from the websites. These materials promoted Defendants’ businesses as successful online advertising and marketing companies.

5. In reality, Defendants’ claims of operating legitimate businesses were fictitious. The websites’ seeming professionalism concealed their true purpose of offering and selling securities to perpetuate Defendants’ Ponzi scheme, including representing to investors that the sale of Ad Packs was *not* a Ponzi scheme. The businesses had virtually no other revenue from any other source. The monies raised from investors were used to make payments to other investors and for the Defendants’ personal expenses.

6. Defendants diverted roughly \$4.3 million of investor funds for Berbel’s personal use. At least \$1.25 million of these funds were transferred by Defendants to the Relief Defendant, Sibades LLC, in February 2015 for the purchase of Berbel’s private home in South Florida. More than \$20,000 in investor funds were also used to pay the property taxes for his home.

7. Defendants also transferred investor funds offshore. Specifically, between July 9, 2015 and January 15, 2016, Berbel transferred millions of dollars to attorneys with bank accounts in the Commonwealth of Dominica (“Dominica”) at The Bank of Nova Scotia, First Caribbean International Bank, and Royal Bank of Canada.

8. By engaging in this conduct, Defendants violated the antifraud provisions of the federal securities laws, Section 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)] and Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 [17 C.F.R. § 240.10b-5] thereunder; and the registration provisions of Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. § 77e(a) and (c)]. Unless restrained and enjoined, Defendants are reasonably likely to continue to violate the federal securities laws.

9. The Commission therefore respectfully requests the Court enter an order: (i) permanently restraining and enjoining Defendants from violating the federal securities laws, including a conduct-based injunction against Berbel prohibiting him from, directly or indirectly, including, but not limited to, through any entity he owns or controls, participating in the issuance, purchase, offer, or sale of any security (provided, however, that such injunction would not prevent him from purchasing or selling securities for his own personal account); (ii) directing Defendants and Relief Defendant to disgorge all ill-gotten gains, including prejudgment interest; and (iii) directing Defendants to pay civil monetary penalties. The Commission further requests *ex parte* asset freeze and repatriation orders against Defendants and Relief Defendant, and any other relief that may be necessary and appropriate.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d), and 22(a) of the Securities Act, 15 U.S.C. §§ 77t(b), 77t(d), and 77v(a), and Sections 21(d)(1) and 27 of the Exchange Act, 15 U.S.C. §§ 78u(d)(1) and 78aa.

11. This Court has personal jurisdiction over Defendants and Relief Defendant, and venue is proper in the Southern District of Florida, because, among other things, certain of the transactions, acts, practices, and courses of business alleged in this Complaint took place in this district and because the Defendants and Relief Defendant resided in and transacted business in this district during the time period alleged.

DEFENDANTS

12. Fort Marketing is a now-inactive Florida limited liability company which had a principal place of business in Sunrise, Florida. During the relevant time period, Fort Marketing was an active company.

13. Berbel, 55, is a Spanish citizen with residences during the relevant time period in Weston, Florida and L'Hospitalet de L'Infant, Spain. Berbel served as the sole member of Fort Marketing and the Authorized Member of Sibades LLC.

RELIEF DEFENDANT

14. Sibades LLC is a Florida limited liability company with its principal place of business in Sunrise, Florida.

STATEMENT OF FACTS

15. During the relevant time period, Defendants operated and maintained at least three separate online businesses which purported to provide legitimate advertising services. The first business, operational since at least June 2014, was MLM Shop, available at mlmshop.net.

An archived image of the MLM Shop website from that time shows that the website included links to several instructional videos. In November 2014, Defendants introduced another online business, Fort Ad Pays, available at fortadpays.com.

16. The MLM Shop was rebranded in early 2016 into Defendants' second online business, The Business Shop, available at tbsbusiness.com. Content on The Business Shop website remained nearly identical to the archived content from MLM Shop, including links to the same instructional videos.

17. As late as February 18, 2017, the MLM Shop website served as a mirror site for The Business Shop website, with nearly identical content on both.

18. Berbel is the registrant of record of the domain names for the MLM Shop, The Business Shop, and Fort Ad Pays websites. Berbel was listed on these websites as the principal officer for each of these purported businesses.

19. MLM Shop claimed to be the "biggest community of SUCCESSFUL Online Stores," with "support and tools that will make your business grow." Similarly, The Business Shop purported to offer a "revolutionary system" of online advertising and further claimed to operate in business sectors as diverse as e-commerce, marketing, petroleum interests, and online casinos. Fort Ad Pays also represented itself as a legitimate "online marketing business . . . set up to share real advertising profits to everyday folk."

Ad Packs Offered and Sold Through Defendants' Businesses

20. The Business Shop and MLM Shop both offered and sold Ad Packs directly and openly from their respective websites. Each referred to Ad Packs as "guaranteed plans" and "advertising packs" and offered such Ad Packs in varieties of increasing dollar denominations.

For example, the “Bronze” and “Gold” plans cost, respectively, \$1,000 and \$4,000, with both promising a 25% return in 30 days.

21. In order to purchase an Ad Pack from either MLM Shop or The Business Shop, each prospective investor was required to pay a membership fee. The websites for both MLM Shop and The Business Shop claimed to pay referral fees back to members who recruited new members as well as referral fees for the recruitment efforts of their recruits, with fees promised for such downstream recruitment as far as 14 levels of separation from the initial investor. Each website promised monthly income as high as \$10,000 per month for such downstream recruitment.

22. MLM Shop and The Business Shop both offered Ad Packs as cheap as \$100 and as much as \$50,000. According to content available on both websites, payments were to be made by bank transfer and members and prospective investors were instructed to email “info@mlmshop.net” for wire instructions.

23. An online tutorial linked to both the MLM Shop and The Business Shop websites instructed investors, as of March 2016, to wire funds to a specific bank account held in the name of The Business Shop LLC. At that time, Berbel was listed as the managing member for The Business Shop LLC.

24. The MLM Shop and The Business Shop businesses purportedly offered to host a website for each member to create an online market and sell products of their choosing. The businesses claimed to manage the advertising space on each such website. However, members were not required to create or link to any website, were not required to design or display any online ads, nor required to sell any products or services in order to purchase Ad Packs or accrue

promised returns from those Ad Packs. In short, an investor could pay the membership fee, purchase an Ad Pack and begin accruing promised returns without taking any other action.

25. Fort Ad Pays offered the sale of and sold Ad Packs for as little as a dollar with stated returns as high as 120%.

26. Unlike Defendants' other businesses, Fort Ad Pays did not specify a maturity date for its Ad Packs. Instead, Fort Ad Pays claimed that its Ad Pack maturities depended on the company's own daily profits. Greater daily profits for the company meant a larger proportional share back to investors, which would allow Ad Packs to pay out (and mature) faster. The company therefore suggested "to increase your share, I advise recommending our ad service to everyone. The more sales for ad services the more everyone can receive."

27. In order for Ad Pack investors to share in the company's profits, investors purportedly needed to click on four banner ads daily. The website explained that each investor could log into their individualized Fort Ad Pays account and access the banner ads to be clicked. "Once a member clicks on the banner [ad] ... it will open a new page which will show a 10 second countdown. Wait for this countdown to complete and it will show that you have been credited [for viewing that ad]."

28. Once the investor's purported share of daily profits from viewing banner ads accrued to an amount equal to the Ad Pack's stated return, investors were told that the Ad Pack would mature and cease earning new income.

29. For investors unwilling to click four ads daily, Fort Ad Pays offered the sale of "surf-free plans which allow [an investor] not to have to surf any websites and be eligible for any applicable profit share that we [the company] receive." A "Quick Start Guide" available on Fort

Ad Pays' website encouraged investors to "Buy the Surf Free Plan to Avoid Watching the 4 Daily and Leave [Fort Ad Pays] on Autopilot."

30. Investors in Fort Ad Pays were also promised additional revenue of up to 8% of the value of Ad Packs purchased by their referred investors.

31. In addition to a purported share of the company's profits, Defendants represented that each Ad Pack would provide an investor with "business directory credits," which allowed the investor to display his own advertisements or promote his own website through banner ads displayed on the Fort Ad Pays website. These investor-based advertisements would then be displayed to other Fort Ad Pays investors as part of their daily four banner ad clicks. However, investor were not required to advertise a website or create their own banner ad in order to generate income through an Ad Pack from Fort Ad Pays.

32. The Fort Ad Pays website included the following Frequently Asked Question, "I don't have a business or web [sic] to advertise, can I still make money with Fort Ad pays?" which had the following answer: "Yes! We are set up to share real advertising profits to everyday folk and businesses...While you are clicking ads in the Traffic Exchange, keep an eye out for something you can align yourself with and join one of our member's opportunities. You can use your Credits to advertise that opportunity for yourself and potentially make even more money."

33. The Fort Ad Pays website included links to tutorial videos showing investors how to purchase its Ad Packs through bank transfer or various foreign, third-party payments processors, including Payza, 2Pay4You, and Perfect Money.

Investor Funds and Failure to Repay Investor Proceeds

34. Between July 2014 and February 2016, Defendants raised about \$38 million from investors. These funds were amassed over nearly 12,000 individual deposits and wire transfers, many of which specifically referenced the purchase of Ad Packs, into seven bank accounts held at five domestic banks (“Defendants’ Accounts”). Each of these accounts was held in the name of, or controlled by, Fort Marketing or Berbel, including the bank account in the name of The Business Shop LLC referenced above.

35. Of the approximately \$38 million in incoming investor funds, financial records show that Defendants may have returned approximately \$14.7 million to investors of Ad Packs through third-party, foreign payment processors.

36. Defendants’ companies did not have a viable source of revenue absent income from investor membership fees and the sale of Ad Packs. Defendants would not have been able to pay out promised investment returns to investors without using funds derived from the sale of Ad Packs to new investors as there is no record of any other type of income.

37. Defendants diverted approximately \$4.3 million of these investor funds into personal bank accounts held in the name of Berbel and his family members here in the United States and to and from Dominica. Of these funds, Berbel used at least \$1.25 million to purchase his South Florida residence through Sibades.

38. Defendants used investor funds to pay for more than \$737,000 in private jet charters; more than \$401,000 to a jeweler as a “Business Investment”; \$78,000 on automobile expenses; nearly \$10,000 for personal care and cosmetic surgery; \$22,000 in property taxes on Berbel’s personal residence; \$300,000 to a residential construction company in Colombia, and

\$177,000 to an online gaming company. Additionally, \$1,000,000 in investor funds were transferred to another Berbel-controlled company.

39. All seven bank accounts through which investor funds flowed were liquidated and closed as of March, 2016.

40. Sometime on or around March 2016, Defendants began to block investor accounts and refused to return investors' alleged accrued returns or principal investments. By March 20, 2017, Berbel had sold his personal residence, and sent the proceeds to Caribbean bank accounts at the National Bank of Dominica and the Royal Bank of Canada in Dominica. .

Misrepresentations and Omissions

41. Defendants did not disclose to investors that revenues generated by MLM Shop, The Business Shop, and Fort Ad Pays came almost exclusively from the sale of Ad Packs and membership fees, i.e., from investor funds.

42. Defendants did not disclose to investors that investment returns on aging Ad Packs would necessarily be paid from funds provided by other investors. Instead, content on the Fort Ad Pays website purposefully misrepresented the legality of their activities and explicitly denied operating as a Ponzi scheme by stating "we are . . . a traditional business model where you get paid from profits and not from money that will be received from future payments."

43. Defendants touted their online businesses as legitimate enterprises that would generate double-digit returns to investors.

44. In an online promotional video, Berbel touted a supposed \$55 million market valuation for Fort Ad Pays. Berbel gave no basis for this valuation. Given that the company has no discernable customers or revenue apart from investor funds, a \$55 million valuation is far from reasonable.

45. Defendants did not disclose that investor funds would be used for personal expenditures nor did they disclose the true risks associated with investing in MLM Shop, The Business Shop, or Fort Ad Pays.

46. Berbel was aware that these representations were being made and the falsity thereof:

a. Berbel, directly and through his agents, asserted control over Defendants' Accounts.

b. Berbel is the sole individual listed with the Florida Division of Corporations as the "Authorized Member" for each of the entities involved in this scheme, including Fort Marketing, Sibades LLC, and The Business Shop LLC.

c. Berbel is the registrant of record for each of the domain names for MLM Shop (mlmshop.net), The Business Shop (tbsbusiness.com), and Fort Ad Pays (fortadpays.com).

d. Each of the websites for MLM Shop, The Business Shop, and Fort Ad Pays included instructional videos which specifically introduced Berbel as the principal officer of each business. Such content highlighted his experience and expertise in finance and banking.

e. In his oversight role and given his background and putative expertise, Berbel knew or was extremely reckless in not knowing that revenues for each of the online businesses were wholly dependent on incoming investor funds and that there were little to no revenues from legitimate advertisers.

47. Berbel was aware the Ad Packs could be considered an investment subject to the federal securities laws. Content on the Fort Ad Pays website specifically denies that the sale of Ad Packs are an "investment opportunity," including a section denying that the business is

operating a Ponzi scheme and falsely states: “you get paid from profits and not from money that will be received from future payments which is what a [P]onzi really is.”

The Ad Packs Are Securities Being Sold in Unregistered Transactions

48. The purchase of Ad Packs from each of MLM Shop, The Business Shop, and Fort Ad Pays involves the investment of money. Each of the online businesses provided detailed instructions and tutorials on their websites explaining how investors could buy Ad Packs through wire transfers or third-party payment processors.

49. Investors were entirely dependent on the expertise and efforts of Defendants to bring in new investors and investor funds. The financial success of the investors was inextricably tied to the efforts of Defendants.

50. Investors had no role in managing MLM Shop, The Business Shop, or Fort Ad Pays and relied on Defendants to operate and run the businesses, collect revenue, and distribute funds to investors.

51. As represented to investors, Ad Packs from both MLM Shop and The Business Shop would generate income without any input or effort by the investor.

52. Ad Packs from Fort Ad Pays required only that investors click on four banner ads (and passively view the four advertised websites linked to each banner ad) each day in order to participate in the company’s profit sharing. Whether an investor owned a single Ad Pack or several thousand, she was still only required to click four ads each day. The amount of putative profits to be shared amongst investors was wholly at the discretion and determination of Defendants. Investors’ daily clicks did not affect Defendants’ administration of the program nor did it give investors any control over the actual dollar amounts accruing daily on their investments.

53. For investors unwilling to click four ads daily, Fort Ad Pays offered a surf-free Ad Pack which accrued daily earnings with absolutely no post-purchase activity by the investor.

54. Defendants have raised millions of dollars in an unregistered and continuous offering of securities to tens of thousands of investors worldwide, including investors located in the United States, throughout the relevant time period.

55. The Ad Packs were offered and sold through Defendants' websites, which were open and publicly available to any potential investor.

56. Defendants made no effort to determine whether individuals offered or sold Ad Packs were accredited investors within the meaning of the federal securities laws.

57. No registration statement was filed or in effect with the Commission pursuant to the Securities Act with respect to the securities offered and sold by the Defendants.

CLAIMS FOR RELIEF

COUNT 1

Violations of Section 17(a)(1) of the Securities Act

58. The Commission repeats and realleges Paragraphs 1 through 57 of its Complaint.

59. Defendants in the offer or sale of securities by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly knowingly or recklessly employed any device, scheme, or artifice to defraud.

60. By reason of the foregoing, Defendants violated, and, unless enjoined will continue to violate, Section 17(a)(1) of the Securities Act, 15 U.S.C. § 77q(a)(1).

COUNT 2

Violations of Section 17(a)(2) of the Securities Act

61. The Commission repeats and realleges Paragraphs 1 through 57 of its Complaint.

62. Defendants, in the offer or sale of securities by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly negligently obtained money or property by means of untrue statements of material facts or omissions to state material facts necessary in order to make the statements made, in the light of the circumstances under they were made, not misleading

63. By reason of the foregoing, the Defendants violated, and unless enjoined will continue to violate, Section 17(a)(2) of the Securities Act, 15 U.S.C. § 77q(a)(2).

COUNT 3

Violations of Section 17(a)(3) of the Securities Act

64. The Commission repeats and realleges Paragraphs 1 through 57 of its Complaint.

65. Defendants, in the offer or sale of securities by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly negligently engaged in transactions, practices, or courses of business which operated or would have operated as a fraud or deceit upon the purchasers.

66. By reason of the foregoing, the Defendants violated, and unless enjoined will continue to violate, Section 17(a)(3) of the Securities Act, 15 U.S.C. § 77q(a)(3).

COUNT 4

**Violations of Section 10(b) of the Exchange Act
and Rule 10b-5(a) thereunder**

67. The Commission repeats and realleges Paragraphs 1 through 57 of its Complaint. .

68. Defendants, by the use of any means or instrumentalities of interstate commerce, or of the mails, knowingly or recklessly employed devices, schemes, or artifices to defraud in connection with the purchase or sale of securities.

69. By reason of the foregoing, Defendants violated, and unless enjoined will continue to violate Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5(a), 17 C.F.R. § 240.10b-5.

COUNT 5

Violations of Section 10(b) and Rule 10b-5(b) of the Exchange Act

70. The Commission repeats and realleges Paragraphs 1 through 57 of its Complaint.

71. Defendants, directly or indirectly, by the use of any means or instrumentality of interstate commerce or of the mails, knowingly or recklessly made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

72. By reason of the foregoing Defendants violated, and unless enjoined will continue to violate Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5(b), 17 C.F.R. § 240.10b-5(b).

COUNT 6

Violations of Section 10(b) and Rule 10b-5(c) of the Exchange Act

73. The Commission repeats and realleges Paragraphs 1 through 57 of its Complaint.

74. Defendants, directly or indirectly, by the use of any means or instrumentality of interstate commerce or of the mails, engaged in acts, practices, and courses of conduct of business which have operated, are now operating or will operate as a fraud upon the purchasers of such securities.

75. By reason of the foregoing Defendants violated, and unless enjoined will continue to violate Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5(c), 17 C.F.R. § 240.10b-5(c).

COUNT 7

Violations of Sections 5(a) and (c) of the Securities Act

76. The Commission repeats and realleges Paragraphs 1 through 57 of its Complaint.

77. No registration statement was filed or in effect with the Commission pursuant to the Securities Act with respect to the securities and transactions issued by Defendants and no exemption from registration existed with respect to these securities and transactions.

78. Defendants, directly and indirectly:

- (a) made use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell securities, through the use or medium of a prospectus or otherwise;
- (b) carried or caused to be carried securities through the mails or in interstate commerce, by any means or instruments of transportation, for the purpose of sale or delivery after sale; or
- (c) made use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of any prospectus or otherwise any security,

without a registration statement having been filed or being in effect with the Commission as to such securities.

79. By reason of the foregoing, Defendants, directly or indirectly, singly or in concert, have violated, and unless enjoined will continue to violate Sections 5(a) and (c) of the Securities Act, 15 U.S.C. § 77e(a) and (c).

RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests the Court find the Defendants committed the violations alleged and:

A.

Permanent Injunction

Issue a Permanent Injunction, restraining and enjoining Defendants and each of their officers, agents, servants, employees, attorneys, and representatives, and all persons in active concert or participation with them, and each of them, from violating the federal securities laws alleged in this Complaint.

B.

Conduct-Based Injunction

Issue an Order permanently restraining and enjoining Berbel from, directly or indirectly, including, but not limited to, through any entity he owns or controls, participating in the issuance, purchase, offer, or sale of any security (provided, however, that such injunction would not prevent him from purchasing or selling securities for his own personal account).

C.

Disgorgement

Issue an Order directing Defendants and Relief Defendant to disgorge all ill-gotten gains, including prejudgment interest, resulting from the acts and/or courses of conduct alleged in this Complaint.

D.

Penalties

Issue an Order directing Defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d)(3) of the Exchange Act, 15 U.S.C. § 78u(d)(3).

E.

Asset Freeze

Issue an Order freezing the assets of Defendants and Relief Defendant, until further Order of the Court.

F.

Repatriation of Assets

Issue an Order requiring Defendants and Relief Defendant to repatriate funds and assets that are now located outside the Court's jurisdiction sufficient to effectuate a judgment against each of them for disgorgement, prejudgment interest, and civil penalties based on the unlawful activities alleged here;

G.

Further Relief

Grant such other and further relief as may be necessary and appropriate.

H.

Retention of Jurisdiction

Further, the Commission respectfully requests the Court retain jurisdiction over this action and over Defendants and Relief Defendant in order to implement and carry out the terms

of all orders and decrees that it may enter, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

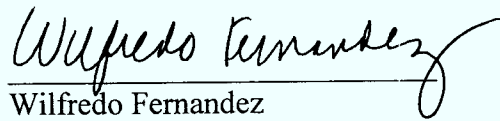
DEMAND FOR JURY TRIAL

The Commission hereby demands trial by jury.

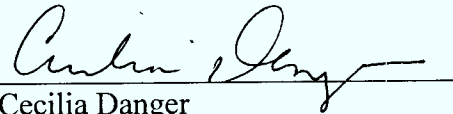
September 28, 2017

Respectfully submitted,

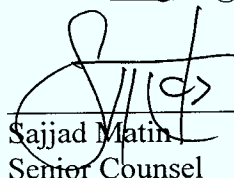
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