

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR ST. JOHNS COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,
Plaintiff,

v.

Case No.

WINDOW VISIONS, INC.,
a Florida Corporation, a/k/a BLIND FACTORY
OUTLET, INC, a Florida Corporation, d/b/a
WINDOW VISIONS and WINDOW TREATMENTS
AND BLINDS, and GENCOR, LLC,
a Florida Limited Liability Company, and
ROBERT GLOMBOSKI and
NADINE GLOMBOSKI, individuals.
Defendants.

_____ /

**COMPLAINT FOR INJUNCTION, RESTITUTION,
CIVIL PENALTIES, AND OTHER RELIEF**

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA, (hereinafter referred to as the “Attorney General”) sues Defendants WINDOW VISIONS, INC., a Florida Corporation, a/k/a BLIND FACTORY OUTLET, INC, a Florida Corporation, d/b/a WINDOW VISIONS and WINDOW TREATMENTS AND BLINDS, and GENCOR, LLC, a Florida Limited Liability Company, and ROBERT GLOMBOSKI and NADINE GLOMBOSKI, individuals, (hereinafter “WINDOW VISIONS”) and states as follows:

JURISDICTION AND VENUE

1. This is an action for Injunctive Relief, Restitution, Civil Penalties and Other Relief against Defendants WINDOW VISIONS, INC., a Florida Corporation, a/k/a BLIND FACTORY

OUTLET, INC, a Florida Corporation, d/b/a WINDOW VISIONS and WINDOW TREATMENTS AND BLINDS, and GENCOR, LLC, a Florida Limited Liability Company, and ROBERT GLOMBOSKI and NADINE GLOMBOSKI, individuals, pursuant to the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Fla. Stat. (2004).

2. This Court has jurisdiction over the subject matter of this action pursuant to the provisions of FDUTPA.

3. The award of injunctive relief and other equitable relief is within the jurisdiction of the Circuit Court and the amounts in controversy meet the jurisdictional threshold of the Circuit Court.

4. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida.

5. Venue is proper in Seventh Judicial Circuit in and for St. Johns County, Florida. All of the Defendants reside in and engaged in business in St. Johns County, and the cause of action also accrued there.

6. Pursuant to Section 501.207(2), Fla. Stat. (2004), the Attorney General has conducted an investigation and has determined that enforcement action serves the public interest. A copy of that determination is attached and incorporated herein, as Exhibit “A.”

THE PARTIES

7. The Attorney General is the enforcing authority of FDUTPA, and is authorized to seek injunctive and other statutory and civil relief pursuant to the provisions of §§ 501.207 & 501.2075, Fla. Stat. (2004).

8. Defendant WINDOW VISIONS, INC. and its principals ROBERT GLOMBOSKI and

NADINE GLOMBOSKI are operating and doing business in St. Johns County, Florida under the names of WINDOW VISIONS, WINDOW TREATMENTS AND BLINDS, and BLIND FACTORY OUTLET. At all pertinent times, ROBERT GLOMBOSKI and NADINE GLOMBOSKI owned, managed or controlled WINDOW VISIONS, INC. WINDOW VISIONS, INC. used a mailing address at 2220 CR 210 W, Suite 118, Box 304, Jacksonville, FL 32259 while conducting business from the GLOMBOSKI residence at 1816 W. Cobblestone Lane, St. Augustine, FL 32092. At all pertinent times, WINDOW VISIONS, INC. was never registered with the Secretary of State as a Florida Corporation and no incorporation papers were ever filed with the Secretary of State. As such, ROBERT GLOMBOSKI and NADINE GLOMBOSKI are personally liable for the unfair and deceptive business practices of WINDOW VISIONS. WINDOW VISIONS holds itself out as a subsidiary of GENCOR, LLC.

9. Defendant GENCOR, LLC, a Florida limited liability company, and its principal NADINE GLOMBOSKI are operating and doing business in St. Johns County, Florida under the names of WINDOW VISIONS, INC, WINDOW VISIONS, WINDOW TREATMENTS AND BLINDS, and BLIND FACTORY OUTLET. GENCOR, LLC listed its principal address and mailing address as 1816 W. Cobblestone Lane, St. Augustine, FL 32092. At all pertinent times, ROBERT GLOMBOSKI and NADINE GLOMBOSKI owned, managed or controlled GENCOR, LLC.

10. Defendants ROBERT GLOMBOSKI and NADINE GLOMBOSKI (hereinafter, "GLOMBOSKI") are individuals, residing in St. Johns County, Florida at 1816 W. Cobblestone Lane, St. Augustine, FL 32092. ROBERT GLOMBOSKI and NADINE GLOMBOSKI are the only persons operating WINDOW VISIONS and GENCOR, LLC.

11. Defendant BLIND FACTORY OUTLET, INC., a Florida corporation, and its sole principal ROBERT GLOMBOSKI are operating and doing business in St. Johns County, Florida under the names of WINDOW VISIONS, WINDOW TREATMENTS AND BLINDS, and BLIND FACTORY OUTLET. BLIND FACTORY OUTLET, INC. was recently incorporated on January 11, 2006. The principal corporate address for BLIND FACTORY OUTLET, INC. is 1816 Cobblestone Lane, St. Augustine, FL 32092. At all pertinent times, ROBERT GLOMBOSKI was the President, Secretary, Treasurer, and Director of BLIND FACTORY OUTLET, INC. At all pertinent times, and currently, ROBERT GLOMBOSKI owned, managed or controlled BLIND FACTORY OUTLET, INC.

GENERAL ALLEGATIONS

12. This case concerns unfair and deceptive trade practices by Defendants WINDOW VISIONS during the period of January 1, 2004 through the present.

13. Defendants' business was, at all pertinent times, an internet-based business offering various custom-made window treatments for sale on its web-sites, including www.blindfactoryoutlet.com, www.windowtreatmentsandblinds.com, and www.windowvisions.com.

14. WINDOW VISIONS advertises its custom window treatments on the internet, promising to be the consumer's best source for discounted window treatments.

15. The company's web-sites make the following representations:

- A) They offer a lifetime manufacturer warranty and claim to offer the most popular and practical products.
- B) The company offers experienced sales and installation staff who are always available to answer any question or solve any window problem.

- C) Customers are permitted to place an order for custom-made window treatments on the web-site or by telephone or facsimile. Payment is required at the time of order and returns and exchanges are not permitted due to the custom nature of each order. WINDOW VISIONS accepts Visa, MasterCard and Discover Card.

16. Numerous customers have paid for custom window treatments from WINDOW VISIONS, but never received any merchandise, or received only a portion of the order.

17. Numerous customers cancelled the credit card charge to WINDOW VISIONS as a result of unfulfilled orders only to find WINDOW VISIONS charged the credit card again.

18. ROBERT GLOMBOSKI and NADINE GLOMBOSKI have profited from the business activity of WINDOW VISIONS.

19. When making a sale to a consumer, Defendants would routinely require full payment in advance. Defendants knowingly accepted full payment with the intent to defraud the consumer by failing to deliver the merchandise and refusing to give a refund to the consumer.

20. Certain credit card processing companies have been forced to issue chargebacks in excess of \$180,000 against WINDOW VISIONS' Merchant Accounts for failure to deliver merchandise to consumers.

21. The numerous consumer complaints received by the Attorney General together with the voluminous chargebacks issued against WINDOW VISIONS' Merchant Accounts is indicative of a pattern and practice of unfair, fraudulent, and deceptive business practices by WINDOW VISIONS.

22. When WINDOW VISIONS made any sale to consumers, the consumer was typically reassured, through the internet and orally over the phone, that their merchandise would be delivered within a specified time frame or range of time. Typically, the consumer was assured

that delivery would be accomplished within a matter of weeks from the date of their tendering payment. When the time frame for delivery passed, the Defendants GLOMBOSKI made deliberate misrepresentations to the consumers to excuse their non-performance by claiming false “back orders”, “manufacturer problems”, “product irregularities”, and “high turnover with staff.”

23. Defendants responded to consumer complaints by “stalling” consumers, neither delivering product nor making refunds. On repeated occasions, they failed to deliver window treatments, for which full payment had already been accepted. As of the date that the Complaint is being filed, some consumers, who have made payment in full, have now been waiting several months beyond their promised date for delivery of their ordered merchandise.

24. Defendants are not in the process of delivering on their promises or of making consumer refunds, concerning many consumers.

25. Defendants continued to accept full payments from new customers after they knew that they were unable to perform as promised on prior consumer orders, for which full payments had already been received.

26. As new payments were accepted, Defendants ROBERT GLOMBOSKI and NADINE GLOMBOSKI then began converting the money to their own personal use.

27. WINDOW VISIONS, through its principals ROBERT GLOMBOSKI and NADINE GLOMBOSKI, as of January 23, 2006, is now notifying some consumers via email as follows: “Please contact your credit card co and dispute the charges. We have closed the business.” However, WINDOW VISIONS is still luring other consumers to place orders and make full payments in advance by operating the following websites: windowvisions.com and blindfactoryoutlet.com.

28. As of the date that this lawsuit is being filed, approximately 77 adversely affected consumers have made complaints or signed affidavits complaining about the Defendants' unfair and deceptive trade practices, as described herein, including complaints against the recently incorporated business known as BLIND FACTORY OUTLET, INC.

29. Defendants GLOMBOSKI, at all times material hereto controlled, directed, formulated, knew, participated in, had authority to control, and approved of the various unfair and deceptive acts and practices of WINDOW VISIONS which are outlined above and later herein.

30. Defendants, WINDOW VISIONS and GLOMBOSKI willfully violated the provisions of Chapter 501, Part II, Florida Statutes in that they knew or should have known that the various practices, outlined above, were unfair and deceptive.

WHEREFORE, the Plaintiff prays for the entry of the following orders:

A. Temporary and permanent injunctions prohibiting WINDOW VISIONS and GLOMBOSKI and their officers, agents, servants, and employees, and those persons in active concert or participation with them who receive actual notice of the Court's orders, from engaging in any activity within the State of Florida, or, where the customer is a Florida business or resident, from outside the State of Florida, to the extent that those activities involve:

- (i) internet sales;
- (ii) window treatments; or;
- (iii) the acceptance of full payments in advance of delivery of merchandise.

B. Alternatively, temporary and permanent injunctions prohibiting Defendants, WINDOW VISIONS and GLOMBOSKI from billing, charging, or collecting an advance

payment or deposit for any product unless and until all promised products are fully and completely delivered;

C. Full restitution for all affected consumers, and any injunctive relief associated therewith;

D. In the case of affected consumers who are not “senior citizens,” the award of penalties in the amount of \$10,000 per violation, as provided by Section 501.2075, Florida Statutes.;

E. In the case of affected consumers who are “senior citizens,” the award of penalties in the amount of \$15,000 per violation, as provided by Section 501.2077, Fla. Stat.

F. The award of reasonable attorney’s fees, as provided by Section 501.2105, Florida Statutes.;

G. Costs; and

H. Such other and further relief as may be just and equitable.

Respectfully submitted,

CHARLES J. CRIST, JR.
ATTORNEY GENERAL

Kathleen Von Hoene
Senior Assistant Attorney General
Florida Bar # 0615765
Office of the Attorney General
Economic Crime Division
1300 Riverplace Blvd., Suite 405
Jacksonville, FL 32207
(904) 348-2720
FAX: (904) 858-6918