

**IN THE COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO**

Linda Mescher
3545 Ridgeway Road
Bellbrook, OH 45305

Patrick Mescher
3545 Ridgeway Road
Bellbrook, OH 45305

Plaintiffs,

v.

Morris Furniture Co. Inc.
c/o Edward M. Kress statutory agent
1 South Main Street Suite 1300
Dayton, OH 45402

Defendant.

Case No.:

Judge:

JURY DEMAND ENDORSED HEREIN

COMPLAINT FOR MONEY DAMAGES AND OTHER RELIEF

The following allegations are based upon Plaintiffs Linda and Patrick Mescher's ("Plaintiffs") personal knowledge, the investigation of counsel, and information and belief.

Plaintiffs, through counsel, allege as follows:

I. INTRODUCTION/BACKGROUND

1. In October and November 2016, Morris Furniture Co. Inc. ("Morris" or "Defendant") ran an advertising campaign that promised eligible customers free furniture if 69% of Ohio's registered voters voted in the 2016 presidential election.
2. This special promotion was known as Morris's "Vote for Free Furniture Promotion".
3. Morris enticed Plaintiffs to make qualifying purchases of thousands of dollars' worth of furniture through its use of an aggressive advertising campaign.

4. The Vote for Free Furniture Promotions ran in mid-October through early November 2016.
5. Morris trained many of its salespeople to show customers historical averages of registered voter participation rates recorded by Ohio's Secretary of State to entice customers to purchase furniture as a part of the Vote for Free Furniture Promotion.
6. The 69% registered voter participation rate was chosen because Morris was celebrating its 69th Anniversary in 2016.
7. Some of the Vote for Free Furniture video advertising is still available online via Morris's YouTube Channel at <https://www.youtube.com/watch?v=ZMAue-Fo3TU>.
8. Attached as Exhibit A are other ads that were taken out and distributed by Morris in an effort to get customers to participate in the Vote for Free Furniture Promotion.
9. All of the advertisements explicitly referenced the 69% voter participation rate required to obtain free furniture.
10. On November 8, 2016 and according to the Ohio Secretary of State's office greater than 69% of Ohio's registered voters turned out for the November 8, 2016 Presidential Election. (*See Exhibit B*).
11. Despite the conditions being met for Morris's Vote for Free Furniture Promotion, Morris announced that participants in the Vote for Free Furniture Promotion would not receive free furniture because it believed based on its calculations that 69% of voters did not turn out.
12. Morris manufactured a reason not to honor its Vote for Free Furniture Promotion.

13. The real reason Morris did not honor the promotion is because it learned that the insurance policy it took out for this promotion would not cover the cost of the free furniture because the policy had different terms than those advertised by Morris.
14. To this day thousands of people have been tricked and deceived by Morris in relation to its Vote for Free Furniture Promotion, yet Morris has retained all of the ill-gotten profits it earned off of its false advertisements.
15. Morris never refunded Plaintiffs for the purchases they made pursuant to Morris's Vote for Free Furniture Promotion.

II. JURISDICTION AND VENUE

16. The Court has jurisdiction over this action pursuant to R.C. 1345.04.
17. Defendant contracted to supply goods and services to Plaintiffs at Defendant's place of business in Montgomery County, Ohio.
18. Venue is proper in Montgomery County, Ohio, pursuant to Civ. R. 3(B).

III. PARTIES

19. Plaintiffs are individual persons currently residing in Greene County, Ohio.
20. At all relevant times, Plaintiffs were and are persons within the meaning of Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01(B).
21. At all relevant times, Plaintiffs engaged in a consumer transaction with Defendant when they contracted for the purchase of goods and services for purposes that are primarily personal, family, or household, to wit: purchase and delivery of home furniture.
22. At all relevant times, Plaintiffs were and are consumers within the meaning of the CSPA, R.C. 1345.01(D).

23. Defendant Morris is an Ohio Corporation for Profit with its principal place of business located in Montgomery County in the city of Dayton, Ohio.
24. At all relevant times, Defendant was engaged directly or indirectly in the business of effecting consumer transactions by selling goods and services to persons in the State of Ohio that were primarily for personal, family, or household purposes.
25. At all relevant times, Defendant was and is a supplier within the meaning of the CSPA, R.C. 1345.01(C).

IV. FACTUAL ALLEGATIONS

26. Prior to Mr. and Mrs. Mescher's purchase of furniture at a Morris location they saw advertisements regarding Morris's Vote for Free Furniture Promotion, some of which are attached as Exhibit A.
27. On November 5, 2016. Mrs. Mescher visited a Morris Furniture Home store location at 5695 Wilmington Pike, Washington Township, Ohio to look at furniture for her primary residence.
28. During the November 5, 2016 visit Mrs. Mescher talked with Defendant's sales representative Terri Neal.
29. Terri Neal indicated that there was a promotion going on in which Mrs. Mescher's furniture purchase could be free.
30. Terri Neal stated that if 69% of registered voters in Ohio voted in the 2016 presidential election the furniture purchase would be free.
31. Terri Neal then proceeded to ask several other employees of Defendant to confirm that the promotion was for free furniture if 69% of Ohio's registered voters cast a ballot.

32. Defendant's other employees at the Wilmington Pike store confirmed the representation that was being made to Mrs. Mescher.
33. Instead of making the purchase on the spot, Mrs. Mescher returned to the Wilmington Pike store later in the day with her husband, Pat Mescher to make a final purchase decision.
34. Upon Mr. and Mrs. Mescher's return to the Wilmington Pike store they spoke with Defendant's employee, Bonnie Kirchner, regarding the Vote for Free Furniture Promotion.
35. Bonnie Kirchner ("Ms. Kirchner") pushed the 69% number and stated that if 69% of Ohio's registered voters cast a ballot in the 2016 presidential election the Meschers' furniture purchase would be free.
36. Ms. Kirchner extensively discussed the Secretary of State's website, stating that based on prior presidential election turnout percentages - using registered voters - the 69% threshold was likely to be met in the 2016 presidential election. (*See Exhibit B*).
37. Specifically, Ms. Kirchner discussed the 2012 election where a significant percentage of Ohio's registered voters turned out for a much less contentious presidential election.
38. Following the Meschers conversations with Defendant and its agents, the Meschers purchased furniture for their personal residence in the amount of \$5,801.98 including tax and delivery.
39. Attached as Exhibit C is a copy of the Meschers' furniture purchase contract.
40. Greater than sixty-nine percent (69%) of registered Ohio voters turned out to vote in the 2016 presidential election.

41. Defendant denied the Meschers the free furniture they were owed because it stated that 69% of “eligible” voters needed to come out to vote in order to win the free furniture instead of the 69% of registered voters it had promised.
42. Morris never refunded the Meschers the purchase of furniture they made pursuant to the Vote for Free Furniture Promotion.
43. As a result of their dealings with Defendant, the Meschners were deprived of the free furniture or “rebate” they were owed for the purchased furniture and they suffered emotional distress, including frustration, anger, and stress related to their dealings with Defendant.

COUNT ONE – CSPA VIOLATIONS

44. Plaintiffs incorporate all other paragraphs in this Complaint by reference as though fully written here.
45. Defendant was and is subject to Ohio’s Consumer Sales Practices Act, O.R.C. § 1345.01, *et seq.* (“CSPA”) at all times relevant to these transactions.
46. Defendant is and was a Supplier under the meaning of R.C. § 1345.01(C) at all times relevant to these transactions.
47. Plaintiffs are and were Consumers under the meaning of R.C. § 1345.01(D) at all times relevant to these transactions.
48. Plaintiffs’ transaction with Defendant was and is a Consumer Transactions under the meaning of R.C. § 1345.01(A) at all times relevant to these transactions.
49. Defendant’s failure in the sale or offering for sale of goods or services, to make any offer in written or printed advertising or promotional literature without stating clearly and

conspicuously in close proximity to the words stating the offer any material exclusions, reservations, limitations, modifications, or conditions is a *per se* violation of the CSPA, Ohio Adm. Code 109:4-3-02(A)(1).

50. Defendant's failure to make its sale or offering of sale disclosure of terms easily legible to anyone reading the advertising or promotional literature and failure to make the disclosure sufficiently specific so as to leave no reasonable probability that the terms of the offer might be misunderstood is a *per se* violation of the CSPA, Ohio Adm. Code 109:4-3-02(A)(1).

51. Defendant's failure to state a minimum amount of furniture that must be purchased for the advertisement to apply in some of its advertisements made to Plaintiffs is a *per se* violation of the CSPA, Ohio Adm. Code 109:4-3-02(A)(2)(g)

52. Defendant's offer made on the internet without stating clearly and conspicuously, in close proximity to the words stating the offer, any material exclusions, reservations, limitations, modifications, or conditions is a *per se* violation of the CSPA, at Ohio Adm. Code 109:4-3-02 (D).

53. Defendant's actions described in the Introduction, Factual Allegations, Counts One, Two, and the General Allegations of these Counts are unfair, deceptive, and unconscionable acts and practices in violation of Ohio's Consumer Sales Practices Act, R.C. § 1345.01, *et seq.* ("CSPA") including at R.C. § 1345.02 and R.C. 1345.03. Said practices include, but are not limited to:

- a. That the subject transaction has performance characteristics, or benefits that it does not have.

- b. That the subject of the consumer transaction is a particular standard, quality, grade, style, which it was not.
- c. That the consumer transaction has been supplied in accordance with a previous representation when it has not.
- d. The Defendant/supplier knowingly made a misleading statement of opinion on which the consumer was likely to rely to his or her detriment.
- e. Failure to provide a refund in a timely manner.

54. In connection with said transaction, Defendant committed acts and practices that have been determined by the courts of this state to violate R.C. §1345.02 or R.C. §1345.03. Said acts and practices were committed after such decisions were made available for public inspection under R.C. §1345.05(A)(3) and include, but are not limited to the following:

- a. Defendant's acts and practices of offering a gift, rebate, or award to consumers, without stating clearly and conspicuously in close proximity to the words of the offer any material exclusions, reservations, or limitations has been found to violate the CSPA at R.C. 1345.02(A) and OAC 19:4-3-02(A)(1) *State ex rel Celebrezze v Venture Out Resorts, Inc*, Nos. 87-C-210 & 43-14146 (CP, Holmes, 2-24-88). (PIF No. 10000632).
- b. Defendant's use of printed advertisements, fliers, and other printed promotional literature which failed to state material reservations, limitations, and other conditions of the offer precluded the Plaintiffs from receiving the bargained for benefit and such conduct had been found to violate the CSPA and the Ohio Adm. Code at 109:4-3-01(C)(5) and 109:4-3-02(A)(1). *Lewis v. DR Sawmill Sales, Inc.*, 10th Dist. Franklin No. 04AP-1096 (PIF No. 10002445).
- c. That the Defendant failed to include all material statements in the written contract. *Montgomery v. Automotive Warranty Corp.*, case No. 02 CVH 07-8386 (PIF No. 10001860).
- d. That Defendant made misleading statements or statements of opinion to Plaintiff at the time each Plaintiff signed the contract, which Defendant knew that Plaintiff would rely to his or her detriment. *Montgomery v. Marcum*, case No. 01 CVH 04-03650 (PIF No. 10002049).

55. As a result of Defendant's actions, Plaintiffs suffered economic damages to the extent of the purchase price of their individual furniture purchase transactions and non-economic damages in an amount to be determined by the trier of fact up to \$5,000 each.
56. Plaintiffs are entitled to three times the amount of his or her actual damages pursuant to R.C. § 1345.09(B) for Defendants violation of the O.A.C and Defendant's violations of the CSPA where such acts were committed after the availability of the above referenced Public Inspection File numbers.
57. Defendant committed each of the above violations of the CSPA knowingly such that Plaintiffs are entitled to recover his or her attorney fees.
58. Defendant is liable to Plaintiffs for non-economic damages in an amount not exceeding \$5,000 pursuant to R.C. 1345.09(A) and (B), attorney fees including pursuant to 1345.09(F), and the costs of this action.

COUNT TWO – BREACH OF CONTRACT

59. Plaintiffs incorporate all other paragraphs in this Complaint by reference as though fully written here.
60. The agreement evidenced in Exhibit C constitute a valid contract between Plaintiffs and Defendant.
61. Plaintiffs purchased their furniture pursuant to their contract and those representations and terms that were expressed by Defendant.
62. Defendant did not perform under the contract as required.

63. Specifically, Defendant failed to perform when it did not honor the incorporated terms of the contract requiring a rebate in the event 69% of Ohio's registered voters voted in the 2016 Presidential election.
64. Defendant breached by its conduct described in the factual allegations.
65. Defendant did not reimburse Plaintiffs pursuant to the terms of the contract when Ohio reported that greater than 69% of registered voters voted in the 2016 presidential election.
66. Defendant refused to provide the promised purchase price rebates to the Plaintiffs upon request.
67. Due to Defendant's breach of the contracts, Plaintiffs have been damaged to the extent of their purchase price listed in their contract (Exhibit C).
68. Due to Defendant's breach of the contract, Plaintiffs have been damaged in an amount to be determined at trial plus interest and cost.

WHEREFORE, Plaintiffs prays the Court grant them the following against Defendant:

- a. Under Count One, award Plaintiffs actual economic damages in an amount to be determined by multiplying the price of each of their furniture purchase times three (3), plus non-economic damages up to \$5,000 to be determined by a jury, and reasonable attorney fees and costs related to bringing this action as outlined below:
 - i. Linda and Pat Mescher are entitled to actual economic damages in the amount of \$5,801.98 trebled equaling \$17,405.94 pursuant to R.C. §1345.09(B), plus up to \$5,000 in non-economic damages each, plus costs and reasonable attorney fees pursuant to R.C. §1345.09(F)(2)

- b. Pursuant to Count Two, award Plaintiffs damages based on each Plaintiff's purchase price, plus any incidental and consequential damages in an amount to be determined at trial plus interest and costs;
- c. Award Plaintiffs the maximum economic, non-economic, actual, emotional, general, other, and statutory damages sought under each Count;
- d. All other relief the Court deems fair and equitable.

Dated: June 4, 2018.

Respectfully Submitted,
DOUCET & ASSOCIATES, CO., L.P.A.

/s/ Timothy J. Cook
Timothy J. Cook (0093538)
Christopher J. Gant (0095730)
Attorneys for Plaintiffs
700 Stonehenge Parkway, Suite 2B
Dublin, OH 43017
(614) 944-5219 PH
(818) 638-5548 FAX
timothy@doucet.law
gant@doucet.law

JURY TRIAL DEMANDED

The Plaintiffs respectfully request a jury trial on all triable issues.

/s/ Timothy J. Cook
Timothy J. Cook (0093538)



Exhibit A



If more than 69% of Ohio's eligible voters cast a vote for President on November 8, 2016, your purchase will be free!

Conditional Rebate Offer — "Vote for Free Furniture" Terms and Conditions

No Purchase Necessary

HOW IT WORKS: Eligible participants may qualify for the Conditional Rebate Offer (the "Offer") by making a minimum of a \$1,499 purchase at a participating Morris Home Furnishings or Ashley HomeStore location in Ohio or Florence, Kentucky between October 19, 2016 and November 7, 2016 (the "Qualification Period"). If the "Activation Event" (as described below) is satisfied, all eligible participants, as determined by Sponsor at its sole discretion, will receive a check in the amount of the eligible purchase price (not including sales tax or delivery fees) of the purchase made during the Qualification Period if they made their purchase with cash, check or Acceptance Now.



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EXPAND ▲

START A ROOM PLAN

**GET OUT
AND VOTE!**

If 69% of Eligible Voters in OHIO turn out to vote, your purchase will be free! Make your vote count in one of the most important elections in years!



50% OFF[†]

†compare price

AND MORE ON ALL FURNITURE & ACCESSORIES

**& your
purchase
could be**

FREE

Valid on single-receipt qualifying purchases of furniture, mattresses & accessories of \$1,499 or more.

Details at votefreefurniture.com

★ *OR* ★

50 MONTHS no interest

On furniture, mattress and accessory purchases of \$1,499 or more with your More for You credit card made between October 19 - November 8, 2016. 50 equal monthly payments required. Financing not valid with vote for free furniture promotion.

Precincts Reporting 8,887 (100.00%)...Results reported here are UNOFFICIAL. ALL official results will be posted following their certification. The county boards of elections must complete their official canvass no later than November 29, 2016.

Exhibit B

Jon Husted Ohio Secretary of State
 OHIO DECIDES 2016

Page will refresh in 2:26 minutes
 Enable Automatic Refresh

Ballots Cast By County

The number of **Ballots Cast, Outstanding Absentees and Outstanding Provisionals** are provided to the Secretary of State's office by the 88 county boards of elections on Election Night. These numbers are unofficial and merely provide a snapshot until the final results are certified in the weeks following the election. By state law, outstanding provisionals and absentees are not tabulated before the 10th day following the Election.

Download Print

County	Registered Voters	Ballots Cast	%	Total Precincts	Precincts Reporting	% Precincts Reporting	Outstanding Absentees	Outstanding Provisionals
Totals	7,861,025	5,449,264	69.32	8,887	8,887	100.00	103,274	157,843
Adams	16,945	11,322	66.82	23	23	100.00	128	296
Allen	68,054	45,521	66.89	88	88	100.00	805	1,412
Ashland	35,452	24,661	69.56	45	45	100.00	242	463
Ashtabula	60,624	40,772	67.25	104	104	100.00	639	1,134
Athens	45,418	28,560	62.88	56	56	100.00	378	1,482
Auglaize	31,666	23,352	73.74	39	39	100.00	583	408
Belmont	46,971	31,293	66.62	70	70	100.00	487	537
Brown	28,405	19,468	68.54	32	32	100.00	235	423
Butler	247,972	171,513	69.17	282	282	100.00	2,078	5,313
Carroll	18,002	13,134	72.96	23	23	100.00	141	282
Champaign	25,696	18,071	70.33	28	28	100.00	294	249
Clark	89,006	61,073	68.62	90	90	100.00	953	1,552
Clermont	136,454	98,486	72.18	167	167	100.00	1,445	2,342
Clinton	26,351	18,428	69.93	35	35	100.00	244	567
Columbiana	65,637	46,216	70.41	89	89	100.00	476	869
Coshocton	22,905	15,309	66.84	25	25	100.00	211	543
Crawford	28,096	19,042	67.77	37	37	100.00	226	506
Cuyahoga	890,626	597,485	67.09	975	975	100.00	18,384	19,228
Darke	34,063	25,411	74.60	43	43	100.00	206	439
Defiance	25,629	18,270	71.29	33	33	100.00	206	378
Delaware	133,074	103,374	77.68	152	152	100.00	3,327	2,156
Erie	53,103	37,688	70.97	62	62	100.00	477	856
Fairfield	100,115	72,149	72.07	99	99	100.00	1,239	1,703



**MORRIS
FURNITURE
COMPANY**

PAT/LINDA MESCHER

2199 TAMPICO TRAIL
BELLBROOK, OH 45305
Home: 9378488803 Bus./Del: 9374556066
Email: LKMESCHER@GMAIL.COM
Customer Code: MESCP21024

Sales Order #1105607B025

Store: 07 MHF DAY WLMINGTON
5695 WLMINGTON PIKE
CENTERVILLE, OH 45459
Customer Service #:937-874-7020
Store Phone #:937-433-0500
Purchased: 11/05/2016 08:43 PM
Delivery Date: 11/30/2016
Salesperson: BONNIE KIRCHNER



Exhibit C

11/5/16

QTY	STORE	LOCATION	PRODUCT	DESCRIPTION	SALE PRICE
1			227811911	TBL CHAIRSIDE *** protected by 5 YEAR GUARDIAN PROTECTION	\$249.99
1			227811911	TBL CHAIRSIDE *** protected by 5 YEAR GUARDIAN PROTECTION	\$249.99
1			085110781	AREA RUG	\$349.99
1			773818847	HEATH POWER LEATHER RECLINER *** protected by 5 YEAR GUARDIAN PROTECTION	\$998.00
1			559310482	HEATH POWER LEATHER RECL LOVE *** protected by 5 YEAR GUARDIAN PROTECTION	\$1,478.00
1			985020142	HEATH POWER LEATHER RECL SOFA *** protected by 5 YEAR GUARDIAN PROTECTION	\$1,498.00
1			YOURPLAN5	5 YEAR GUARDIAN PROTECTION	\$449.95
1			OPTINVF	OPT-IN VOTE FOR FREE	\$0.00
1	07	TAKE	100500657	LEATHER CLEANER	\$17.95
1	07	TAKE	100500677	LEATHER PROTECTOR	\$17.95

Buyer acknowledges purchase of the above merchandise. There are no refunds on ordered merchandise or merchandise held over 30 days. Seller cannot guarantee delivery dates on ordered merchandise and is not responsible for order delays due to conditions beyond their control.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS SALES ORDER AND PURCHASE IS SUBJECT TO CONDITIONS OF SALE:

Buyer: _____

Sales Associate: _____

Thank you for shopping at Morris Home Furnishings
Visit us on the web at www.morrisathome.com



**MORRIS
FURNITURE
COMPANY**

PAT/LINDA MESCHER

2199 TAMPICO TRAIL
BELLBROOK, OH 45305
Home: 9378488803 Bus./Del: 9374556066
Email: LKMESCHER@GMAIL.COM
Customer Code: MESCP21024

Sales Order #1105607BO25

Store: 07 MHF DAY WILMINGTON
5695 WILMINGTON PIKE
CENTERVILLE, OH 45459
Customer Service #:937-874-7020
Store Phone #:937-433-0500
Purchased: 11/05/2016 08:43 PM
Delivery Date: 11/30/2016
Salesperson: BONNIE KIRCHNER



QTY	STORE	LOCATION	PRODUCT	DESCRIPTION	SALE PRICE
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Comments:
THANK YOU FOR SHOPPING WITH BONNIE AT MORRIS PLEASE NOTE LATE
DECEMBER FOR FURNITURE TO ARRIVE...

Financing Information

Finance Co.: SYNCHRONY BANK

Promo: 112 SYN12N-12 MONTHS DEFERRED
INTEREST WITH PAYMENTS
Auth Code: 005890

Gross Sales:	\$5,309.82
Delivery:	\$99.95
Setup:	\$0.00
Sales Tax:	\$392.21
Grand Total:	\$5,801.98

Total Deposits:	\$0.00
Financed:	\$5,801.98
Balance Due:	\$0.00

Financed Amt.: \$5,801.98
Account #: *****7589

No Interest Charges will be assessed if the promotional purchase balance is paid in full within the Promotional Period, which is in 12 months. If the promotional purchase balance is not paid in full by the end of this Promotional Period, interest will be imposed from the date of purchase at the Annual Percentage Rate of 29.99%. If the word variable appears in the previous sentence, that APR will vary with the market based on the prime rate. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

Customer Signature:

I agree to pay the above total amount
in accordance with the Provider Agreement.

Buyer acknowledges purchase of the above merchandise. There are no refunds on ordered merchandise or merchandise held over 30 days. Seller cannot guarantee delivery dates on ordered merchandise and is not responsible for order delays due to conditions beyond their control.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS SALES ORDER AND PURCHASE IS SUBJECT TO CONDITIONS OF SALE:

Buyer:

Sales Associate:

Thank you for shopping at Morris Home Furnishings
Visit us on the web at www.morrisathome.com



V2

Vote for Free Furniture Participation Form

I understand that it is my responsibility to make sure I meet all the requirements listed below for eligibility. Failure to provide a signed copy of this form voids participation.

Name: Linda Mescher

Customer Code: 2509 24

Enter the qualifying purchase total without tax, delivery and discounts below:

Sales Order Number:	Date:	Qualifying Order Total Without Tax, Delivery or Discounts	Sales Associate Name:
		\$ 5309.82	D. McArthur
		\$	
		\$	
		\$	
		\$	
TOTAL		\$ 5309.82	Customer Initials: <u>LM</u>

Please initial each of the following:

LM The minimum required same-day, same customer code qualifying purchase is **\$1,499 excluding sales tax or delivery fees**. Qualifying purchases must be made **October 19 – November 7, 2016 9pm**.

LM Offer not valid on (1) purchases made before or after the promotion period, (2) reselects on purchase made prior to October 19, 2016, (3) purchases made with Genesis financing.

LM Merchandise sales order must be paid in full at time of purchase for all purchases including special orders. Purchases not paid in full on day of purchase are ineligible for participation in this promotion.

LM Offer valid on cash, check, credit card, Acceptance Now and Synchrony purchases up to 12 months.

LM No returns or cancellations for credit are permitted on Vote for Free Furniture promotion purchases.

LM I understand that if the Ohio Secretary of State reports that 6,000,000 votes are cast for President in Ohio in the November 8, 2016 election, I will get my purchase free. 6,000,000 votes are approximately 69% of eligible voters as outlined in the Terms & Conditions posted in store and at morrisathome.com/vote and votefreefurniture.com.

LM I provided this email address: lmescher@gmail.com so that I may receive rebate redemption information after the election.

To receive my rebate redemption form, it is my responsibility to visit the Morris Home Furnishings or Ashley HomeStore showroom where I made my qualifying purchase. **The redemption period for claiming rebates is: Wednesday, December 7, 2016 – Tuesday, January 31, 2017.**

To receive my rebate redemption form, I must present the following:

- Copy of the original signed sales order(s)
- Copy or original signed Vote for Free Furniture Promotion Terms & Conditions form
- Government issued photo ID matching the name on the sales receipt

Rebate requests will not be processed without each of the above required documents.

I understand that I will be required to sign a W9 tax form when I submit my rebate request and I am responsible for prize taxes on my rebate. Rebate requests will not be processed without this form.

I understand that rebates for Vote for Free Furniture merchandise purchased with a credit card will be paid with a credit to the credit card account used on the qualifying purchase. Rebates for Vote for Free Furniture merchandise purchased by cash, check or with Acceptance Now or Synchrony financing will be paid by check mailed to the customer listed on the sales order. No rebates will be paid at any Morris Home Furnishings or Ashley HomeStore locations.

I understand that rebates will not be paid until my complete sales order is picked up or delivered.

Please allow 4 - 6 weeks after your rebate claim form is submitted to Morris Furniture Company for receipt of rebate payment or credit to your credit card.

I have read the complete Terms & Conditions for the Morris Furniture Company Vote for Free Furniture promotion and understand that participation is based on acceptance of the rules listed. I understand that it is my responsibility to make sure I meet all the requirements listed for eligibility. Failure to provide a signed copy of this form voids participation.

Signature: Linda Mescher Date: 11/4/16 ^{with 2nd copy} 11/5/16

Accepted by Company Representative: one Karchner Date: _____

White: Store Copy • Yellow: Customer Copy

one Karchner
one Karchner



**MORRIS
FURNITURE
COMPANY**

PAT/LINDA MESCHER

2199 TAMPICO TRAIL
BELLBROOK, OH 45305
Home: 9378488803 Bus./Del: 9374555066
Email: LKMESCHER@GMAIL.COM
Customer Code: MESCP21024

Sales Order #1105607B025

Store: 07 MHF DAY WILMINGTON
5695 WILMINGTON PIKE
CENTERVILLE, OH 45459
Customer Service #:937-874-7020
Store Phone #:937-433-0500
Purchased: 11/05/2016 08:43 PM
Delivery Date: 11/30/2016
Salesperson: BONNIE KIRCHNER



QTY	STORE	LOCATION	PRODUCT	DESCRIPTION	SALE PRICE
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LM

Opt In: I hereby acknowledge my participation in the Vote for Free Furniture promotion. I understand the following: 1) Participation is subject to the terms and conditions as listed on the Participation Form that I have signed and provided a copy to Morris Furniture Company. 2) I understand that it is my responsibility to make sure I meet all the requirements listed for eligibility. 3) I understand that it is my responsibility to provide a copy of the Participation Form and my sales order with my rebate request should 69% of Ohicans turn out to vote for President in the November 8, 2016 election.

← 69%

Opt Out: I hereby acknowledge that I am not participating in the Vote for Free Furniture promotion due to one of the following reasons: 1) My purchase excluding tax and delivery fees is under the qualifying amount of \$1,499. 2) I am using Genesis financing. 3) I am using Synchrony financing greater than 12 months, 4) I am not interested in participating in this promotion. 5) I have not submitted a copy of the Participation Form. 6) Failure to initial either option serves as non participation.

Buyer acknowledges purchase of the above merchandise. There are no refunds on ordered merchandise or merchandise held over 30 days. Seller cannot guarantee delivery dates on ordered merchandise and is not responsible for order delays due to conditions beyond their control.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS SALES ORDER AND PURCHASE IS SUBJECT TO CONDITIONS OF SALE:

Buyer: *Linda Mescher*

Sales Associate: *Bonnie Kirchner*

Thank you for shopping at Morris Home Furnishings
Visit us on the web at www.morrisathome.com