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behalf and on behalf of all others similarly situated  
6  
7

8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE DISTRICT OF ALASKA**

10 MAUREEN KEATING, on her own  
11 Behalf and on behalf of all others similarly situated,

12 Plaintiff,

13 -vs-

14 NORDSTROM, INC., a Washington Corporation.

15 Defendants.  
16

Case No.

**COMPLAINT FOR DAMAGES  
AND INJUNCTIVE RELIEF**

17 **GENERAL ALLEGATIONS**

18 1. Plaintiff MAUREEN KEATING is a resident of the State of Alaska, formerly  
19 resident of the state of California, and a customer of NORDSTROM, INC. and is suing both in  
20 her individual capacity and on behalf of all others similarly situated.  
21

22 2. Defendant Nordstrom, Inc. is a corporation duly organized and existing under the  
23 laws of the State of Washington, with its principal place of business at 1700 Sixth Avenue, Suite  
24 1000, Seattle, WA, 98101.

25 3. Keating alleges that Nordstrom has a pattern and practice of advertising false sales  
26 prices while regularly charging its customers more than the ticketed price. Keating further alleges  
27 that Nordstrom falsely claims that it is committed to delivering low prices to its customers and  
28

1 that it will not be undersold and that it price matches. Keating also alleges that Nordstrom  
2 regularly advertises pre-season sales in which it purports to discount the prices of fashion items,  
3 which it buys in limited quantities and does not intend to sell and/or nor does it sell such items in  
4 any substantial quantities at the purported full value, and which Keating further alleges is a  
5 violation of FTC guidelines. On information and belief, Keating understands that Nordstrom  
6 instructs its vendors to create hang tags that depict a false and inflated manufacturer's suggested  
7 retail price. Keating alleges that Nordstrom engages in other deceptive sales practices, including  
8 misleading representations that prices are reduced by "more than" or "up to" certain percentages,  
9 when the markdowns do not reflect the prominently displayed amounts, misrepresenting the  
10 savings of items which are regularly bought as multiple items and/or fails to apply the discounts it  
11 offers for multiple purchases.

12 4. Keating was lured into Nordstrom stores in Alaska and California during the  
13 respective class periods and, relying on Nordstrom's promises, purchased goods. During the  
14 class-period, when Keating discovered the overcharging, she regularly returned to Nordstrom  
15 stores to alert its employees to the issue, and request refunds. Nonetheless, Nordstrom continues  
16 in its deceptive practices.

17 5. On 2/15/2017, Keating purchased a scarf from Nordstrom from a display of  
18 several dozen such scarves marked at a 40 percent discount, with a handwritten price of \$23.40.  
19 The scarf rang up at full-price of \$39.00. (Exhibit 1 hereto).

20 6. On 2/16/2015 Keating was lured into Nordstrom Anchorage by email solicitations  
21 and signs prominently posted on the entry that prices were 40 percent off. Keating, a visually  
22 impaired consumer, was dismayed to find that prices were not all 40% reduced, but as the very  
23 small print disclosed only "up to". In the store, Keating, again enticed by a sign which clearly  
24 stated 33 percent off, and in small print the words "or more," examined a table of socks. None of  
25 the items at all were marked at reductions of more than 33 percent. Keating purchased four items,  
26 three of which had a hand written reduced price marked upon them which represented 33 percent  
27 reduction. Upon examining her receipt at home, Keating found that she had received a sales price

1 on only one item, and thus she was forced to return to the store at her own time and expense to  
2 request an adjustment. The sales assistant told Keating that there were never any items intended  
3 for sale at prices reduced more than 33 percent and further that she had not received the sales  
4 price because “we don’t ring up the hand-written price, we use the bar code and charge the price  
5 that is entered on the computer.” (Exhibit 2 receipts and photographs of pairs of socks.)

6 7. On 1/3/2014, following solicitation from Nordstrom as to a sale, Keating made  
7 several substantial purchases totaling more than \$600 in the Children’s Department at the  
8 Stonestown Galleria store, in San Francisco, California. However, many of the prices rung up by  
9 the cashier did not reflect the savings promised online. Keating was forced to research the issue  
10 and return to the store for an adjustment. Out of 19 items purchased that day, and despite  
11 prominently displayed signage, Keating received a sales or promo price on only 1 item, and 4  
12 other items were charged at a price in excess of the advertised sales prices. It took Keating many  
13 hours to receive a price adjustment and refund to her debit account for the overpriced items (for  
14 example a sweater blanket charged at \$32.16, plus tax, was later adjusted to the advertised price  
15 of \$23.98. Exhibit 3).

16 8. On 2/12/2015 Keating purchased a Je T’aime knit top which is clearly labeled with  
17 an affixed printed label with the price \$88.00. Upon examining her receipt, she was charged  
18 \$98.00. On a return trip to the store, Keating found that all of the other similar knit tops had had  
19 the printed price torn off, and a \$98.00 price handwritten thereon. Keating found the same item  
20 available online for \$78.00. When Keating asked an assistant about the price differences and how  
21 the price guarantee worked, Keating was told she could not have a price adjustment. (Exhibit 4.)

22 9. Alaska and California consumers, as with Keating, are influenced in their shopping  
23 decisions by the perception of value and savings. Upon information and belief, Nordstrom has  
24 been regularly deceiving its customers in the states of California and Alaska during the entire  
25 applicable class periods. Nordstrom is not only engaging in false and deceptive price  
26 comparisons, but regularly overcharges its consumers more than the advertised price, which is not  
27 only a violation of statutory consumer rights, but constitutes common-law fraud.

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1 throughout the states that joinder of all Class members is impracticable. Class members can be  
2 identified by, *inter alia*, records maintained by Defendants, including but not limited to its email  
3 receipts, catalogue distribution addresses, personal shopper database, Nordstrom consumer  
4 rewards program and its store credit cards.

5 15. Common Questions of Fact and Law. Common questions of fact and law exist as  
6 to all members of the Class and predominate over any questions affecting solely individual  
7 members of the Class. Among the questions of fact and law that predominate over any individual  
8 issues are:

- 9 • Whether Defendants practices were unlawful as defined in Business and  
10 Professions Code 17200; Whether Defendants' practice was "unfair" within the  
11 meaning of the UCL; Whether Defendants' advertisements and other  
12 statements were likely to mislead within the meaning of the UCL;
- 13 • Whether Nordstrom's overcharging of customers constitutes common-law  
14 fraud;
- 15 • Whether Class members lost money as a result of Defendants' deceptive sales  
16 practices;
- 17 • Whether restitution is available as a remedy;
- 18 • Whether injunctive relief should issue to protect consumers from Nordstrom's  
19 deceptive sales practices;
- 20 • Following the expiration of the notice period, common questions will relate to  
21 whether or not the deceptive practices constitute violations of the Alaska and  
22 California Consumer Protection Acts, embodied at AS AS 45.50.535 and Cal.  
23 Civil Code §1750; and
- 24 • Defendants defenses, if any, apply across the board as to all class members.

## 25 FIRST CAUSE OF ACTION

26 (Common Law Fraud)

27 16. Plaintiff incorporates by reference paragraphs 1-9 hereof as though set forth in  
28 full here, including Nordstrom's false and deceptive acts set forth infra.

17. Keating and other similarly situated consumers were induced to shop at Nordstrom  
during the class period as a result of solicitations to save money on discounted and sale goods.

18. Defendant's stated prices and percentage savings were false and deceptive.

19. Keating and other similarly situated consumers did not know the falsity of  
Nordstrom's representations, and would not have purchased the items had they known that the  
savings were illusory and/or otherwise untrue.

1           20.     Keating and other similarly situated consumers justifiably relied on Nordstrom's  
2 advertised and posted prices and hang tags.

3           21.     As a result, Keating and other similarly situated customers lost time and money.

4           22.     Alaska and California consumers continue to lose money as a result of  
5 Nordstrom's deceptive sales practices, including but not limited to overcharging.

6           23.     Even after being notified by Keating of multiple errors in the prices charged to  
7 consumers and discrepancies with the promised sales and percentage savings, Nordstrom has  
8 continued unabated to overcharge its customers.

9           24.     Nordstrom should be made to disgorge its ill-gotten gains during the class period.  
10 Further, an award of punitive damages should be made in favor of Plaintiff and against  
11 Nordstrom for intentionally and knowingly continuing to perpetrate fraud against its customers.

12                               **SECOND CAUSE OF ACTION**

13                               (Violations of Business & Professions Code Section 17200)

14           25.     Plaintiff incorporates by reference paragraph 1-9 hereof as though set forth in full  
15 here.

16           26.     Nordstrom has committed fraudulent acts of false advertised and unfair  
17 competition, since on or after February 16, 2013, as defined by Business and Professions Code  
18 section 17200 and 17500, by engaging in the following practices:

19                       Nordstrom violates the unfair, fraudulent and unlawful prongs of the UCL by  
20 charging its customers more than the marked prices, and by falsely representing  
21 the percentages of savings offered to customers. Nordstrom also violated Section  
22 17500, the False Advertising prong by solicitation consumers through printed and  
posted materials that falsely represented discounted prices.

23           27.     As a result of these acts and practices, Nordstrom has improperly obtained money  
24 from Keating and others similarly situated.

25           28.     Nordstrom should be held to disgorge its ill-gotten gains and provide restitution to  
26 Keating and the class of consumers it deceived.

1           29.     Keating also asks that this Court enjoin Nordstrom from continuing to engage in  
2 the fraudulent practices which violate the UCL.

3           WHEREFORE, plaintiff prays for relief as set forth hereinafter.

4           1.     Pursuant to Business and Professions Code sections 17203 and 17535, and  
5 pursuant to the equitable powers of this Court, plaintiff prays that the Court enter an Order  
6 immediately enjoining Nordstrom from making any sales to any Alaska or California consumers  
7 unless and until it can demonstrate to the Court's and Plaintiff's satisfaction that it will no longer  
8 overcharge its customers;

9           2.     Pursuant to Business and Professions Code sections 17203 and 17535, and  
10 pursuant to the equitable powers of this Court, plaintiff prays that the defendants to ordered to  
11 restore to the general public all funds acquired by means of any act or practice declared by this  
12 Court to be unlawful or fraudulent or to constitute unfair competition or such other untrue or  
13 misleading deception, including but not limited to common law fraud.

14           3.     For an award of attorney's fees pursuant to the California Unfair Competition  
15 Law.

16           4.     For an award of punitive damages on the fraud claim.

17           5.     For costs of suit, and for such further relief as the Court may order.  
18

19 DATED: February 16, 2017

20 By 

21 JASON SKALA

22 Attorneys for Plaintiff Maureen Keating  
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# NORDSTROM

Anchorage  
603 'D' Street  
Anchorage, AK 99501  
(907) 279-7622

Store 12      Reg# 4350      Tran# 7092  
SALE      Rng: Wendy S.

NECKWEAR : PAISLEY SILK DIAMOND  
637318542917      39.00N

SUBTOTAL      39.00  
SALES TAX      0.00

TOTAL      39.00

Total Items Purchased = 1

MC      0000000000-0      39.00  
\*\*\*\*\*6547 S

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Save up to 40% at our Winter Sale,  
February 17-26! Don't miss these  
clearance prices on the brands you love  
at Nordstrom (in stores and online).

Your feedback is extremely valuable.  
Please take a 2 minute survey  
about your experience at:  
<https://survey.medallia.com/nordstrom>

Thank you for shopping at Nordstrom.  
Find us on Facebook.  
Follow us on Twitter or Instagram.

FREE SHIPPING. FREE RETURNS.

Customer Copy

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All rights reserved.

COLOR: 411

STYLE: 803126



6 37318542917

2340 \$39.00







# NORDSTROM

Anchorage

609 E. Street  
Anchorage, AK 99501  
(907) 273-1832

Store 12  
SALE

HOSTERY  
0510014814818

HOSTERY  
051001470815

HOSTERY  
438400753354

HOSTERY  
429720030040

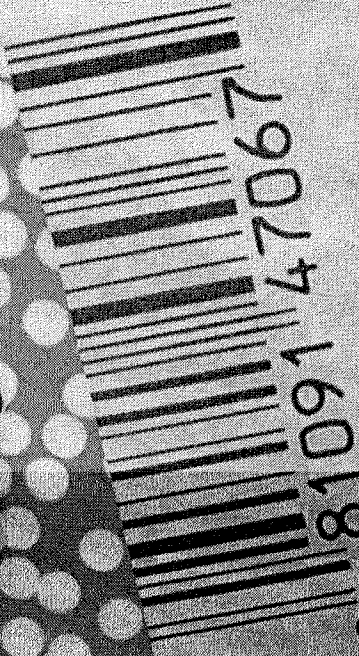
SUBTOTAL  
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TOTAL

Total Items Purchased





69 1/2

353-931  
N093009HS  
BLACK

99% Polyester  
1% Spandex

Shoe Size 6-10 1/2 / Sock Size 9-11

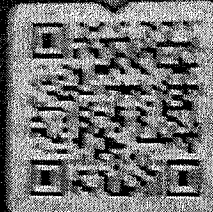
MADE IN KOREA

~~\$7.00~~





LIFT TO OPEN  
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HIER ANHIEBEN



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NORDSTROM



0707 3986 2183

21.95

Printed on Recycled  
Paper using Soy Based  
Inks. Please Recycle

703







# NORDSTROM

Stonestown Galleria

285 Winston Drive  
San Francisco, CA 94132  
(415) 753-1344

Store 426 Reg# 4587 Trans 3889  
SALE Rng: Joanna V.

INFANT ACC: DOLCE DOT BLANKET  
845554001109 49.58

INFANT ACC: W/LAYETTE SWTR BLANKET  
429569788011 32.16

SUBTOTAL 81.74  
SALES TAX 7.15

DEBIT 0000000000-0 88.89  
\*\*\*\*\*1380 \$

TOTAL 88.89

Total Items Purchased = 2



0426 4587 3889 010014 2

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Your feedback is extremely valuable.

Take a 2 minute survey

about your experience at:

<https://survey.nordstrom.com/nordstrom>

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# NORDSTROM

Stonestown Galleria

285 Winston Drive  
San Francisco, CA 94132  
(415) 753-1344

Store 426 Reg# 4511 Trans 5027  
EXCHANGE Rng: LuLana B.

## RETURN ITEMS

Original Sel: Joanna V.

Original Store: 426

ALOGO PLAYSET

5052279364234

SALES TAX

INFANT ACC: W/LAYETTE SWTR BLANKET  
429569788011 R

SALES TAX

RETURN SUBTOTAL

SALES TAX TOTAL

RETURN TOTAL

## SALE ITEMS

INFANT ACC: W/LAYETTE SWTR BLANKET  
429569788011

SALE SUBTOTAL

SALES TAX

SALE TOTAL

NET TOTAL

DEBIT

\*\*\*\*\*1380 \$

TOTAL

Total Items Returned = 2

Total Items Purchased = 1



0426 4511 5027 010014 3





# NORDSTROM

Anchorage  
603 'D' Street  
Anchorage, AK 99501  
(907) 279-7622

Store 12      Reg# 4605      Tran# 5253  
SALE      Rng: Lindita L.

ENC SPORTS:3/4 SLEEVE HENLEY SO      98.00N  
888398560791

ENCORE DRE:SHIRT TAIL SHIFT DRESS      140.00N  
652933510585

ENC SPORTS:JE TAIME KNIT TOP      98.00N  
888398600091

SUBTOTAL      336.00  
SALES TAX      0.00

NGCARD      5932 C      100.60  
0000000000-0  
VISA      0000000000-0      235.40  
\*\*\*\*\*1216 S

NGCard 5932 BALANCE:      0.00

TOTAL      336.00

Total Items Purchased = 3

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Good shopping gets rewarded. Visit  
nordstromfashionrewards.com for details.

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Your feedback is extremely valuable.  
Take a 2 minute survey  
about your experience at:  
<https://survey.medallia.com/nordstrom>

Thank you for shopping at Nordstrom.  
Find us on Facebook.  
Follow us on Twitter.

FREE SHIPPING. FREE RETURNS.  
ALL THE TIME.

—Paperless receipts in your inbox - fast,  
convenient and GREEN.

Customer Copy



ENCORE DRE: SHIRT TAIL SHIRT DRESS		140.00N
852933510585		
ENC SPORTS: JE TAINE ANIT TOP		98.00N
88839860091		
SUBTOTAL		336.00
SALES TAX		0.00
5932 C		100.60
MGCARD		
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VISA		
*****1216 S		0.00
MGCard 5932 BALANCE:		336.00
TOTAL		

SIZE 1X

\$88.00