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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

LAURIE MUNNING, for Herself and On  
Behalf Of All Others Similarly Situated,

Plaintiff,

v.

NORDSTROM, INC., And DOES 1-20,  
inclusive,

Case No.

CLASS ACTION

**DEFENDANT NORDSTROM, INC.’S  
NOTICE OF REMOVAL**

**[28 U.S.C. § 1332(d)(2)]**

PLEASE TAKE NOTICE that Defendant Nordstrom, Inc. (“Nordstrom”), the defendant in the above-referenced action, which was originally commenced in the Superior Court of Washington for King County, captioned *Laurie Munning v. Nordstrom, Inc.*, Case No. 19-2-26191-9 SEA (“State Court Action”), hereby invokes the removal jurisdiction of the United States District Court for the Western District of Washington, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, 1453 and Federal Rule of Civil Procedure 81(c), asserting original federal jurisdiction under 28 U.S.C. §§ 1332(d)(2) and 1453(b). This Court has original jurisdiction over the action pursuant to the Class Action Fairness Act of 2005 (“CAFA”) for the following reasons:

1 **I. DESCRIPTION OF THE ACTION**

2 Plaintiff Laurie Munning (“Plaintiff”) filed a Complaint in the State Court Action on  
3 October 7, 2019, and served the Complaint on Nordstrom on October 8, 2019. The claims against  
4 Nordstrom arise out of Nordstrom’s use of allegedly false reference prices in its product  
5 advertisements in its Nordstrom Rack stores in the state of New Jersey. Plaintiff purports to act on  
6 behalf of a putative class of “[a]ll New Jersey citizens who purchased any item bearing a price tag  
7 that contained both a higher reference price and a lower sale price at a Nordstrom Rack store  
8 located in New Jersey between October 7, 2013 and the present.” *Complaint* at ¶ 85. The  
9 Complaint asserts the following causes of action: (a) violation of the New Jersey Consumer Fraud  
10 Act (N.J.S.A. § 56:8-1, *et seq.*); (2) violation of the New Jersey Truth in Consumer Contract,  
11 Warranty, and Notice Act (N.J.S.A. § 56:12-14, *et seq.*); (3) breach of contract under the implied  
12 covenant of good faith and fair dealing under New Jersey law; and (4) New Jersey Uniform  
13 Declaratory Judgment Act (N.J.S.A. § 2A:16-51, *et seq.*).

14 The nature of the action is more fully stated in the Complaint, a true and correct copy of  
15 which is attached hereto as Exhibit A. A true and correct copy of the jury demand is attached  
16 hereto as Exhibit B.

17 **II. BASIS FOR REMOVAL**

18 The Court has jurisdiction over this action pursuant to the Class Action Fairness Act  
19 (“CAFA”), 28 U.S.C. § 1332(d). CAFA provides that federal courts have original jurisdiction and  
20 removal jurisdiction in class actions where (a) minimal diversity of citizenship exists; (b) the  
21 amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; (c)  
22 the primary defendants are not states, state officials or government entities against whom the  
23 federal court may be foreclosed from ordering relief; and (d) there are more than 100 people in the  
24 putative class. 28 U.S.C. § 1332(d)(2); *see also Serrano v. 180 Connect, Inc.*, 478 F.3d 1018,  
25 1020-21 (9th Cir. 2007). As set forth below, this action is removable under CAFA.

1 **A. Diversity Of Citizenship Exists**

2 Diversity of citizenship is established under CAFA for “a class action in which (A) any  
3 member of a class of plaintiffs is a citizen of a State different from any defendant . . . .” 28 U.S.C.  
4 § 1332(d)(2). Thus, only minimal diversity is required, and is satisfied where the sole named class  
5 member plaintiff is a citizen of a state different from the sole named defendant.

6 Minimal diversity is met here. Plaintiff is an individual and was a citizen of the State of  
7 New Jersey at the time of filing of the Complaint. *Complaint* at ¶ 16. The putative class is limited  
8 to “New Jersey citizens.” *Id.* at ¶ 85. Further, as of the time of filing of this action and today,  
9 Nordstrom is a Washington corporation with its principal place of business in Seattle, Washington.  
10 *See id.* at ¶ 17. Thus, minimal diversity exists because the sole named plaintiff and sole named  
11 defendant are citizens of different states. *See* 28 U.S.C. § 1332(d)(2)(A).

12 **B. The Amount In Controversy Exceeds \$5,000,000**

13 Under CAFA, “the claims of the individual class members shall be aggregated to  
14 determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of  
15 interest and costs.” 28 U.S.C. § 1332(d)(2). Where the plaintiff has not demanded a sum certain  
16 in the complaint, the defendant must only prove the amount in controversy by a preponderance of  
17 the evidence for purposes of determining CAFA removal jurisdiction. *Lowdermilk v. United*  
18 *States Bank Nat'l Assoc.*, 479 F.3d 994, 998 (9th Cir. 2007); *cf. Gugliemino v. McKee Foods*  
19 *Corp.*, 506 F.3d 696, 700 (9th Cir. 2007) (the party seeking removal must “prove with legal  
20 certainty” the amount in controversy only when the state court complaint affirmatively alleges an  
21 amount in controversy *less than* the jurisdictional threshold).

22 While Plaintiff does not demand a sum certain, the minimum amount in controversy is  
23 nonetheless satisfied based on the face of the Complaint. Plaintiff seeks a statutory penalty of not  
24 less than \$100 in addition to actual damages for each class and sub-class member under the New  
25 Jersey Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. § 56:12-14, *et seq.*  
26 *Complaint* at ¶¶ 90.g, 146. Plaintiff also seeks actual damages as well as treble damages on behalf

1 of the putative class under the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.* and  
2 actual damages for the alleged breach of the implied covenant of good faith and fair dealing. *Id.* at  
3 ¶¶ 137, 153. The Complaint further states that each class and sub-class is composed of at least  
4 10,000 persons, or at least 30,000 persons total. *Id.* at ¶ 89. The Complaint on its face thus places  
5 in controversy at least \$3 million in statutory damages (\$100 \* 30,000). As for actual damages,  
6 the Complaint suggests that Plaintiff is seeking the price paid for “nearly every item,” and then  
7 seeks treble that amount. *Id.* at ¶¶ 17, 47. Based on sales in the six years prior to the filing of the  
8 Complaint in New Jersey alone, the amount in controversy exceeds \$5 million. Declaration of  
9 Julie Blume at ¶ 3.

10 **C. Class Size Exceeds 100 Class Members**

11 Plaintiff alleges in the Complaint that, while she does not know the exact number of  
12 potential class members, she “is informed and believes that the proposed classes and subclasses  
13 are each composed of at least 10,000 persons.” *Complaint* at ¶ 89. Because there is no dispute  
14 that the putative class—as currently defined by Plaintiff on the face of the Complaint—includes  
15 more than 100 people, the class size requirement of CAFA is met.

16 **D. Defendant Is A Private Entity**

17 Defendant is “a Washington corporation and citizen with its headquarters and primary  
18 offices located at ... Seattle, WA.” *Complaint* at ¶ 17. Thus, as disclosed on the face of the  
19 Complaint, Defendant is not a state, state official, or governmental entity. *See* 28 U.S.C. §  
20 1332(d)(5). Accordingly, the defendant’s legal status does not defeat removal jurisdiction.

21 **III. THE NOTICE OF REMOVAL IS PROCEDURALLY PROPER**

22 A case may be removed within thirty days of formal service on the removing defendant.  
23 28 U.S.C. § 1446(b); *Murphy Bros. v. Michetti Pipe Stringing*, 526 U.S. 344, 348-49 (1999) (30-  
24 day time period in which to remove triggered by date of formal service, not date when “courtesy  
25 copy” was faxed to defendant). Service of summons was made on an agent of defendant  
26

1 Nordstrom in the state of Washington on October 9, 2018. *See* Ex. A. This Notice of Removal is  
2 therefore timely because it is filed within thirty days of formal service on Nordstrom.

3 Venue is proper in the Western District of Washington pursuant to 28 U.S.C. §§ 1441(a)  
4 and 1446(a) because the State Court Action was filed and is pending in the Seattle Case  
5 Assignment Area of the Superior Court of Washington for King County, which is within this  
6 district.

7 Pursuant to 28 U.S.C. § 1446(d), Nordstrom is simultaneously submitting filings and  
8 giving appropriate notice to the State court and to the Plaintiff of this removal. Furthermore,  
9 Nordstrom will comply with Western District of Washington Local Rule 101(c) and submit a  
10 verification of state court records within fourteen days of this filing.

11 There are no other named defendants whose consent would be required for removal. *See*  
12 28 U.S.C. § 1453(b).

13 **IV. NOTICE TO THE CLERK OF THE STATE COURT**

14 Copies of this Notice of Removal promptly will be served on counsel of record for Plaintiff  
15 and filed with the Clerk of the Superior Court of Washington for King County as required under  
16 28 U.S.C. § 1446(d). In compliance with 28 U.S.C. § 1446(a), a true and correct copy of the  
17 Complaint is attached as Exhibit A hereto, and true and correct copies of the remaining pleadings,  
18 process, and orders served or filed in this action are attached as Exhibit B.

19 **V. CONCLUSION AND REQUESTED RELIEF**

20 For all the reasons set forth above, Nordstrom requests that the State Court Action pending  
21 before the Superior Court of the State of Washington for King County be removed to the United  
22 States District Court for the Western District of Washington as if originally filed herein.

