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5 Attorney for Plaintiff MAUREEN KEATING on her own
6 behalf and on behalf of all others similarly situated

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.

Case No.

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

16
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 2. Defendant Nordstrom, Inc. is a corporation duly organized and existing under the
22 laws of the State of Washington, with its principal place of business at 1700 Sixth Avenue, Suite
23 1000, Seattle, WA, 98101.

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

1 **JURISDICTION AND VENUE**

2 10. This Court has jurisdiction over this action under the Class Action Fairness Act of
3 2005. Pursuant to 28 USC Section 1332(d)(2) and (6) this Court has jurisdiction because the
4 aggregate claims of the Class exceed \$5 million, exclusive of costs, and the putative class
5 representative is a citizen of a different state than Nordstrom.

6 11. The United States District Court for the District of Alaska has personal jurisdiction
7 over Nordstrom because it is licensed to do business and does business in the States of Alaska and
8 has intentionally availed itself of the Alaska market, so as to make the exercise of jurisdiction
9 within this venue consistent with fair play.

10 12. The deceptive sales practices described herein are identical in impact to the
11 California class as the Alaska class of consumers. Consumers reasonably expect to receive the
12 savings promised by a retailer and/or a ticketed price.

13 **CLASS ACTION ALLEGATIONS**

14 13. Class Definition. Plaintiff brings this suit as a class action pursuant to Business &
15 Professions Code section 17203, and the Class Action Fairness Act on behalf of herself and all
16 other similarly-situated persons as a member of a Class defined hereinbelow. (Plaintiff intends to
17 amend this Complaint to add class actions pursuant to AS 45.50.535 and Cal. CC §1750
18 following expiration of the notice period):

19 All persons who reside in the States of Alaska and California and who
20 within the applicable statute of limitations preceding the filing of this action
21 purchased goods from Nordstrom which reflected a discount price whether by
22 posted signage and/or by amendment to the affixed hang tag price, and who were
23 not afforded the sales price. The putative class will also include those who
24 purchased items with a purported preseason price hang tag. The putative class will
25 also those who purchased items that are regularly discounted for multiple
26 purchases, and for whom the purported percentage of savings was misrepresented.

27 14. Numerosity. The proposed Class is sufficiently numerous in that it is believed that
28 NORDSTROM induced tens of thousands of consumers to purchase goods through the false
perception that they were saving money. Class members are so numerous and are dispersed

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

16 FIRST CAUSE OF ACTION

17 (Common Law Fraud)

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

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

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

23 19. Keating and other similarly situated consumers did not know the falsity of
24 Nordstrom's representations, and would not have purchased the items had they known that the
25 savings were illusory and/or otherwise untrue.
26
27

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
21 By 

22 JASON SKALA

23 Attorneys for Plaintiff Maureen Keating
24
25
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27
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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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COLOR: 411

STYLE: 803126



2340 \$39.00



Reduced

33% Off

commando

Commando

M
MADE IN
TURKEY

NORDSTROM

Anchorage

801 W. 3rd St
Anchorage, AK 99501
(907) 273-1800

Store 12

SALE

Reg 45% Off

Reg. Sale

RECEIPT

081224814818

HISTORY

081001470815

HISTORY

408400750004

HISTORY

429720000040

SUBTOTAL

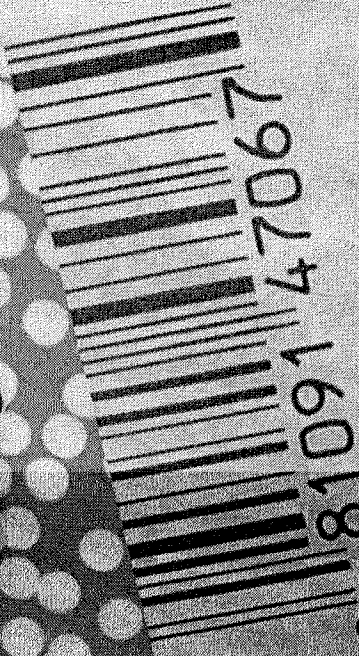
SALES TAX

DEBIT

*****1215 S

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~~

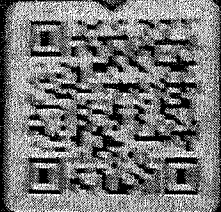
Confidentiality
53% Recycled
53% Recycled
53% Recycled

0003
SWOSW
LT GUY H
Size: M

052848123114
21.95

Printed on Recycled
Paper using Soy Based
Inks Please Recycle

70



LIFT TO OPEN
SOULEVEZ POUR
OUVRIR
ZUM OFFEN
HIER ANHEBEN

NORDSTROM
0707 3900 2183

www.nordstrom.com
1.800.747.3772

Document with a barcode and illegible text.

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
84558400109 49.58

INFANT ACC: W/LAYETTE SWTR BLANKET
42956978801 32.16

SUBTOTAL 81.74
SALES TAX 7.15

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

TOTAL 88.89

Total Items Purchased = 2



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

NORDSTROM

Stonestown Galleria

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

Store 426 Reg# 4511 Trans 3727
EXCHANGE Rng: Lulane B.

RETURN ITEMS

Original Sel: Joanna V.
Original Store: 426

ALOGO PLAYSET
5052279364234 20.00
SALES TAX 1.75

INFANT ACC: W/LAYETTE SWTR BLANKET
42956978801 R 32.16
SALES TAX 2.81

RETURN SUBTOTAL 52.96
SALES TAX TOTAL 4.57
RETURN TOTAL 57.53

SALE ITEMS

INFANT ACC: W/LAYETTE SWTR BLANKET
42956978801 32.16

SALE SUBTOTAL 23.58
SALES TAX 2.10
SALE TOTAL 25.68

NET TOTAL 130.75

DEBIT 0000000000-0 130.75
*****1380 \$

TOTAL 130.75

Total Items Returned = 2
Total Items Purchased = 1



R 0426 4511 3727 010014 5

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
000000000-0

VISA 000000000-0 235.40
*****1216 S

NGCard 5932 BALANCE: 0.00

TOTAL 336.00

Total Items Purchased = 3

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

ENDRE DRE: SHIRT TAIL SHIRT DRESS 149.00N
 852939510585
 ENG SPORTS: JE TAINE KNT TOP 89.00N
 88839860091
 SUBTOTAL 336.00
 SALES TAX 0.00
 5932 0 100.60
 NGCARD 0000000000-0 235.40
 VISA 0000000000-0
 *****1216 S 0.00
 NGCARD 5932 BALANCE: 305.00
 TOTAL

SIZE 1X
 \$88.00

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Takes Issue with Nordstrom's Sales Pricing Tactics](#)
