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*(pro hac vice to be filed)*

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

KEVIN BRANCA, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

NORDSTROM, INC.,

Defendant.

Case No. 3:14-cv-02062-MMA

**SECOND AMENDED CLASS  
ACTION COMPLAINT AND  
DEMAND FOR JURY TRIAL**

1. Violation of the “Unfair” Prong of the UCL
2. Violation of the “Fraudulent” Prong of the UCL
3. Violation of the “Unlawful” Prong of the UCL
4. Violation of the California False Advertising Law, California Business & Professions Code Sections 17500, *et seq.*
5. Violation of the Consumers Legal Remedies Act, California Civil Code Sections 1750, *et seq.*

1 **CLASS ACTION COMPLAINT**

2 Plaintiff, KEVIN BRANCA (“Plaintiff”), on behalf of himself and all others  
3 similarly situated, alleges the following based upon personal knowledge as to  
4 allegations regarding Plaintiff and on information and belief as to other allegations:

5 **INTRODUCTION**

6 1. This is a civil class action seeking monetary damages, restitution,  
7 injunctive and declaratory relief from Defendant, Nordstrom, Inc. (“Nordstrom”),  
8 arising from its deceptive and misleading labeling and marketing of merchandise it  
9 sells at its company-owned Nordstrom Rack stores.

10 2. This Second Amended Complaint (“SAC”) is offered to cure two  
11 concerns the Court identified. *First*, the SAC contains concrete and specific factual  
12 allegations establishing the basis for Nordstrom’s intent to deceive its customers. This  
13 evidence includes (1) an admission by Nordstrom that its “Compare At” price is  
14 meant to convey to the consumer an “original” price—and instructions to its suppliers  
15 to arbitrarily invent this false “original” price, and (2) expert testimony from the  
16 leading expert in consumer perceptions relating to price discounts that the only logical  
17 reason for using a false “original” price is to deceive consumers and induce them to  
18 buy a product. *Second*, the SAC contains more detailed allegations establishing that  
19 Branca was, in fact, deceived by Nordstrom and that Branca’s reliance was  
20 reasonable—for instance, research findings by one of Plaintiff’s experts, Dr. Larry  
21 Compeau, shows that consumers reasonably rely on comparative price advertising  
22 because they believe that they are getting a great value. Indeed, the results of a survey  
23 conducted by another one of Plaintiff’s experts, Dr. Thomas Maronick, shows that  
24 consumers almost uniformly (and incorrectly) believe that the “Compare At” price is a  
25 price that the goods were previously sold at—either at Nordstrom’s main line stores,  
26 Nordstrom Rack, or some other retail store.

27 3. During the Class Period (defined below), Nordstrom misrepresented the  
28 existence, nature, and amount of price discounts on products sold in Nordstrom Rack

1 stores (collectively “Nordstrom Rack Products”) by purporting to offer discounts off  
2 of a false “Compare At” former price. The term “Nordstrom Rack Products”  
3 expressly excludes products sold at Nordstrom Rack stores that were actually  
4 previously offered for sale at Nordstrom main line retail stores.

5 4. Specifically, Nordstrom represented—on the price tags of Nordstrom  
6 Rack Products—“Compare At” prices that were overstated and did not represent a  
7 bona fide price at which the Nordstrom Rack Products were previously sold. Nor  
8 were the advertised “Compare At” prices prevailing market retail prices within three  
9 months immediately preceding the publication of the advertised former prices, as  
10 required by California law.

11 5. Having touted false “Compare At” prices, Nordstrom then stated, on the  
12 same price tags, that the price represented a “% Savings”, often of 60% or more.  
13 Nordstrom thus expressly advertised a deep percentage discount off of the false  
14 former prices. As alleged later in this Complaint, at Nordstrom “Compare At” is  
15 synonymous with a higher “original” price.

16 6. Based on the combination of the represented price reduction, combined  
17 with the express percentage discount representation on every applicable price tag,  
18 reasonable consumers would reasonably believe that Nordstrom is offering bona fide  
19 discounts off of true former prices. Indeed, the “% Savings” representations on price  
20 tags are nonsensical if no true former price existed, since “savings” necessarily  
21 implies a true former price.

22 7. But the “Compare At” prices and supposed “savings” represented by  
23 Nordstrom were a sham. In fact, Nordstrom sells certain goods manufactured by third-  
24 party designers for *exclusive* sale at its Nordstrom Rack stores and other outlet stores,  
25 which means that such items were never sold—or even intended to be sold—at the  
26 “Compare At” prices advertised on the price tags. Nordstrom Rack Products were  
27 never offered for sale in non-outlet retail stores in California, or in any other state.  
28 Nordstrom Rack’s website, however, falsely suggests that the Nordstrom Rack

1 Products are equivalent to the products sold at Nordstrom’s main line retail stores:  
2 “Why Shop the Rack? Because we have the most current trends and the brands you  
3 love for 30-70% off *original* prices—each and every day” (emphasis added). The  
4 truth is that the Nordstrom Rack Products are not discounted off “original prices.” The  
5 Nordstrom Rack Products are *never* offered for sale at the Nordstrom main line retail  
6 stores (or any other retail stores) and are typically of lesser quality than the goods sold  
7 in those main line retail stores.

8 8. The “Compare At” prices listed on Nordstrom Rack Products’ tags did  
9 not represent a former price at all—much less a former price in the preceding three  
10 months. They are fictional amounts intentionally selected so that Nordstrom Rack  
11 could advertise phantom markdowns and “% Savings.” The entire price tag – indeed  
12 the entire “outlet store” motif – is designed to falsely convince consumers that they  
13 are buying main line retail designer brand products at reduced prices. In fact,  
14 consumers are buying lower quality goods that were never offered or sold as genuine  
15 quality designer brand clothing and accessories. By designing its price tags in this  
16 way, Nordstrom intended for reasonable consumers to understand as much.

17 9. The Federal Trade Commission (“FTC”) explicitly describes the  
18 fictitious pricing scheme employed at Nordstrom Rack stores as deceptive:

19  
20 One of the most commonly used forms of bargain advertising is to offer a  
21 reduction from the advertiser’s own former price for an article. If the  
22 former price is the actual, bona fide price at which the article was offered  
23 to the public on a regular basis for a reasonably substantial period of  
24 time, it provides a legitimate basis for the advertising of a price  
25 comparison. Where the former price is genuine, the bargain being  
26 advertised is a true one. If, on the other hand, the former price being  
27 advertised is not bona fide but fictitious -- for example, where an  
28 artificial, inflated price was established for the purpose of enabling the  
subsequent offer of a large reduction -- the “bargain” being advertised is  
a false one; the purchaser is not receiving the unusual value he expects.  
In such a case, the “reduced” price is, in reality, probably just the seller’s  
regular price.

1 16 C.F.R. § 233.1.

2 10. Similarly, California statutory and regulatory law expressly prohibits  
3 false pricing schemes. *Business & Professions Code* § 17501, entitled “*Value*  
4 *determinations; Former price advertisements,*” states:

5  
6 For the purpose of this article the worth or value of anything advertised is  
7 the prevailing market price, wholesale if the offer is at wholesale, retail if  
8 the offer at retail, at the time of publication of such advertisement in the  
9 locality wherein the advertisement is published.

10 *No price shall be advertised as a former price of any advertised thing,*  
11 *unless the alleged former price was the prevailing market price as above*  
12 *defined within three months next immediately preceding the publication*  
13 *of the advertisement or unless the date when the alleged former price did*  
14 *prevail is clearly, exactly and conspicuously stated in the advertisement.*

15 (emphasis added).

16 11. The Nordstrom Rack “Compare At” pricing scheme was prominently  
17 displayed on all Nordstrom Rack Products available for sale at Nordstrom Rack stores  
18 in California. To illustrate, a “Compare At” price tag for an item sold at Nordstrom  
19 Rack is pictured below:



1           12. Upon information and belief, thousands of California consumers were  
2 victims of Nordstrom’s deceptive, misleading, and unlawful false pricing scheme and  
3 thousands more will be deceived if the practice continues.

4           13. Nordstrom fraudulently concealed from, and intentionally failed to  
5 disclose to, Plaintiff, and others similarly situated, the truth about its “Compare At”  
6 prices and advertised price tag discounts from those supposedly former prices.

7           14. Nordstrom’s false representations of original prices and false  
8 representations of purported savings, discounts, and bargains are objectively material  
9 to a reasonable consumer.

10           15. Plaintiff relied upon such false representations of “Compare At” prices  
11 and “% Savings” when purchasing apparel from a Nordstrom Rack store in California.  
12 Plaintiff would not have made such purchase, or would not have paid the amount he  
13 did, but for Nordstrom’s false representations of the former price of the items he  
14 purchased, as compared to the supposedly discounted “Compare At” price and  
15 corresponding “savings” at which Nordstrom Rack offered the items for sale.

16           16. Plaintiff, in short, reasonably believed the truth of the price tags attached  
17 to the products he purchased at Nordstrom Rack, which expressly advertised that he  
18 was getting a significant percentage discount off the original price. When viewed in  
19 light of the “% Savings” representations on the price tags of the Nordstrom Rack  
20 Products he purchased, Plaintiff reasonably understood the “Compare At”  
21 representation to indicate a true former price. Indeed, one cannot truly “save” off  
22 anything other than a true former price on the identical product. Otherwise, one is not  
23 “saving,” one is simply buying a different product than the one that bears a higher  
24 price.

25           17. Nordstrom’s “% Savings” representation necessarily meant that savings  
26 was off a former price for the identical product. It could not be reasonably understood  
27 to refer to a comparison to *other* products because it does not specify that the savings  
28 is in relation to anything but the same product.

1 18. To put it simply, one may pay \$30,000 for a Prius and \$100,000 for a  
2 Tesla, but no reasonable consumer would understand himself to have “saved” \$70,000  
3 by buying a Prius. Rather, he has simply chosen to buy a different car.

4 19. Reasonable consumers also understand Nordstrom Rack Products’ price  
5 tags to indicate a true former price for another reason: many items in Nordstrom Rack  
6 stores (and which are excluded from the definition of Nordstrom Rack Products) do  
7 **not** carry “Compare At” or “% Savings” price tags. The following is an example of  
8 such a price tag:



21 20. When, during a shopping experience, a consumer is confronted with  
22 some items that bear prominent “Compare At” and “% Savings” representations, and  
23 other items which do not advertise a former price reduction, it is reasonable for  
24 consumers to understand the “Compare At” price tags to indicate a true savings off a  
25 true former price. The consumer reasonably understands that the plain-price tags do  
26 not offer a “savings” or a “bargain” compared to a higher former price.

27 21. In other words, if both types of products were only “bargains” due to  
28 their actual sales price, the “Compare At” and “% Savings” representations would

1 have no additional meaning.

2 22. Through its false and deceptive advertising and pricing scheme,  
3 Nordstrom violated (and continues to violate) California law prohibiting advertising  
4 goods for sale as discounted from former prices which are false, and prohibiting  
5 misleading statements about the existence and amount of price reductions.  
6 Specifically, Nordstrom violated (and continues to violate) California's *Business &*  
7 *Professions Code* §§ 17200, *et seq.* (the "UCL"), California's *Business and*  
8 *Professions Code* §§ 17500, *et seq.* (the "FAL"), the California Consumers' Legal  
9 Remedies Act, *Civil Code* §§1750, *et seq.* (the "CLRA"), and the Federal Trade  
10 Commission Act ("FTCA"), which prohibits "unfair or deceptive acts or practices in  
11 or affecting commerce" and specifically prohibits false advertisements. 15 U.S.C. §§  
12 52(a) and 15 U.S.C. § 45(a)(1).

13 23. Plaintiff, individually and on behalf of all others similarly situated, seeks  
14 restitution and other equitable remedies, including an injunction under the UCL, FAL  
15 and CLRA.

### 16 PARTIES

17 24. Plaintiff, Kevin Branca, is an individual who is a citizen of the city of  
18 San Marcos, in the county of San Diego, California. In reliance on Nordstrom's false  
19 and deceptive advertising, marketing, and pricing schemes, Mr. Branca purchased  
20 three items from Nordstrom Rack located in San Marcos, California, on July 12, 2013,  
21 and as detailed herein, was damaged as a result thereof.

22 25. Defendant Nordstrom, Inc. is a corporation duly organized and existing  
23 under the laws of the State of Washington, with its principal place of business at 1617  
24 Sixth Avenue, Seattle, WA, 98101.

25 26. As of 2013, Nordstrom operates thirty seven (37) Nordstrom Rack stores  
26 in California.

### 27 JURISDICTION AND VENUE

28 27. This Court has original jurisdiction of this action under the Class Action



1 Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has  
2 original jurisdiction because the aggregate claims of the members of the putative Class  
3 exceed \$5 million, exclusive of costs, and at least one of the members of the proposed  
4 Class is a citizen of a different state than Nordstrom, Inc.

5 28. The Southern District of California has personal jurisdiction over  
6 Nordstrom, Inc. because Nordstrom, Inc. is licensed and doing business in San Diego  
7 County, State of California, authorized to do business in California and registered  
8 with the California Secretary of State, and has sufficient minimum contacts with  
9 California, having intentionally availed itself of the California market so as to render  
10 the exercise of jurisdiction over it by this District Court consistent with traditional  
11 notions of fair play and substantial justice.

12 29. Venue is proper in the United States District Court, Southern District of  
13 California pursuant to 28 U.S.C. § 1391, because Plaintiff is a resident of San Diego  
14 County, California; Defendant operates its stores in San Diego County, California and  
15 because a the events giving rise to the claims occurred in San Diego County,  
16 California.

17 **FACTUAL ALLEGATIONS**

18 30. Traditionally, retail outlet stores were located in remote areas and  
19 typically maintained an inventory of defective and excess merchandise. Customers  
20 often flocked to these outlets in hopes of finding steep discounts and bargains. *See*  
21 *http://www.forbes.com/sites/investopedia/2012/12/29/7-tips-for-outlet-mall-shopping/*  
22 (last visited August 11, 2014).

23 31. However, in an effort to increase profits, major retailers such as  
24 Nordstrom Rack have, without notice to consumers, begun using company-owned  
25 outlet stores to sell made-for-outlet goods that are never intended to be sold at non-  
26 outlet stores: “Once a destination for out-of-season or damaged full-priced inventory,  
27 *outlets have grown into a lucrative and somewhat deceptive place for retailers to*  
28 *hawk an entirely new line of lower-quality goods* geared toward a different

1 customer.” [http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now)  
2 [merchandise-is-now](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now) (last visited August 11, 2014) (emphasis added).

3 32. The very term “outlet” conveys to reasonable consumers that at least  
4 some products are comprised of merchandise formerly offered for sale at full-price  
5 retail locations. Similarly, the Nordstrom Rack name connotes a store selling at least  
6 some truly discounted outlet clothing. Indeed, Nordstrom Rack’s website describes  
7 Nordstrom Rack as “the off-price retail division of Nordstrom Inc., which was  
8 founded in 1901 in Seattle, Washington by John W. Nordstrom.” Nordstrom exploits  
9 this consumer perception by engaging in systemic advertising campaigns and  
10 representations calling itself a destination for “brands you love up to 70% off every  
11 day”:



24  
25 33. Stating, “brands you love up to 70% off” indicates to reasonable  
26 consumers that consumers are actually receiving reduced prices—not simply lower  
27 prices based on the provision of a different good.

28 34. Instead, retailers like Nordstrom create the illusion of traditional outlet

1 discounts and bargains by offering the made-for-outlet goods at prices reduced from  
2 fabricated, arbitrary, and false prices. In short, outlet stores such as Nordstrom Rack  
3 are using false and fraudulent price comparison tactics. See  
4 [http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now)  
5 [merchandise-is-now](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now) (“While price tags on outlet goods may list a manufacturer-  
6 suggested retail price (known as an MSRP) or, a ‘valued at’ price, that’s little more  
7 than a number ascribed by the retailer and doesn’t mean it was ever sold for such a  
8 sum in an actual full-price retail location. (Giant discounters like T.J. Maxx and  
9 Nordstrom Rack also label prices this way.)”).

10 35. The intentional use of false and fraudulent price comparison tactics is  
11 increasingly deceiving consumers in the market. To illustrate, on January 30, 2014,  
12 four Members of Congress demanded an FTC investigation of misleading marketing  
13 practices by outlet stores across the United States. The four Members of Congress  
14 described a pricing scheme similar to the one implemented at Nordstrom Rack stores  
15 and stated, “[i]t is a common practice at outlet stores to advertise a retail price  
16 alongside the outlet store price—even on made-for-outlet merchandise that does not  
17 sell at regular retail locations. Since the item was never sold in the regular retail store  
18 or at the retail price, the retail price is impossible to substantiate. We believe this  
19 practice may be a violation of the FTC’s Guides Against Deceptive Pricing (16 CFR  
20 233).” See [http://www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-](http://www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-stores-may-be-misleading-consumers)  
21 [stores-may-be-misleading-consumers](http://www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-stores-may-be-misleading-consumers) (last visited August 11, 2014).

22 36. This is precisely the practice used by Nordstrom in its Nordstrom Rack  
23 stores. Indeed, the fact that Nordstrom offered some products with plain price tags  
24 and others with “Compare At” and “% Savings” tags indicates that Nordstrom  
25 intentionally sought to convey to consumers that they were receiving a true markdown  
26 off the original price.

27 37. Similarly, the fact that Nordstrom expressly couples “Compare At” with  
28 its touting of a “% Savings” on Nordstrom Rack Products indicates that Nordstrom

1 intentionally sought to convey to consumers that they were receiving a true discount  
2 off a true former price.

3 38. Further, Nordstrom’s intent to convey to consumers, including Plaintiff,  
4 that they were receiving a true discount off a true former price is illustrated in its  
5 Nordstrom Full Line and Rack Compliance Manual (“Compliance Manual”), which is  
6 attached hereto as *Exhibit A*.

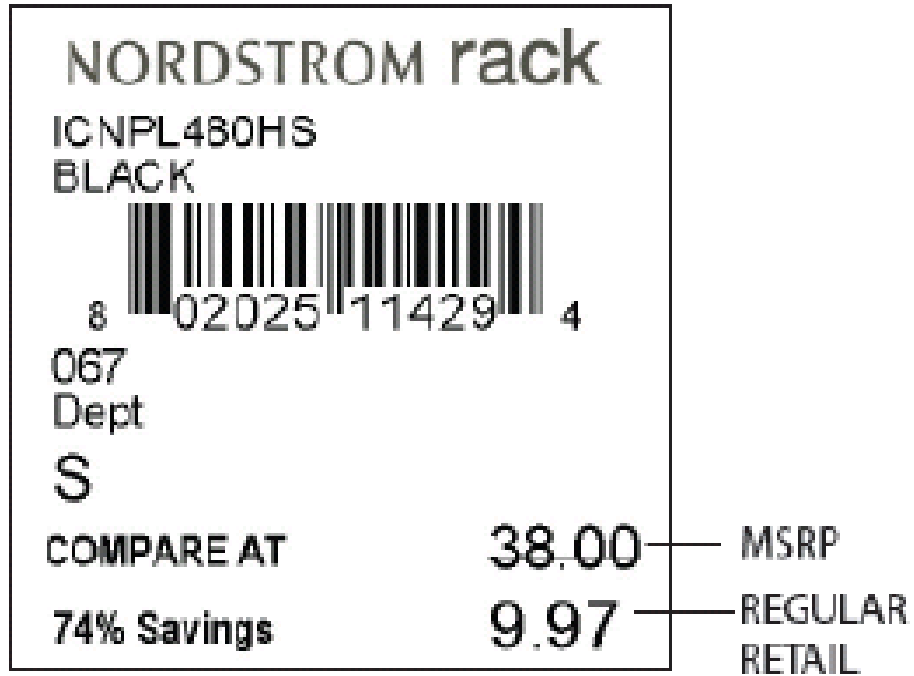
7 39. The Compliance Manual is “intended to outline the standards  
8 vendor/supplier partners must follow when doing business with Nordstrom Inc.”  
9 *Exhibit A* at pg. 5. On its own, this document establishes that Nordstrom has  
10 intentionally and deliberately implemented a labeling scheme intentionally designed  
11 to convey to its customers that the “Compare At” price is the same thing as an  
12 “original” price.

13 40. The Compliance Manual dictates, among other things, how price tags  
14 must be designed and printed for Nordstrom Rack Products. *Exhibit A* pg. 37-45.

15 41. Nordstrom defines the “Compare At” language found on the price tags of  
16 Nordstrom Rack Products as: “**Higher (original) price** vs. selling price with XX %  
17 Percent savings. Percent savings should be rounded to the nearest whole percent.”  
18 *Exhibit A* at pg. 41 (emphasis added).

19 42. In addition, the Compliance Manual identifies the “Compare at” price as  
20 an “MSRP.” Of course, this is not an actual MSRP (Manufacturers Suggested Retail  
21 Price), since the Compliance Manual is being sent to manufacturers, who identify their  
22 actual retail price as the purported sale price. The following example, contained in  
23 Nordstrom’s Compliance Manual graphically illustrates how Nordstrom requires its  
24 suppliers and vendors to (1) create a phony MSRP to include in the “COMPARE AT”  
25 space on the hang tag, and (2) list the actual MSRP, or “REGULAR RETAIL” price,  
26 in the purported sales price line:  
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**RL02 - Rack Compare at Item Label**

*Exhibit A* at pg. 43.

43. Because Nordstrom has defined the “Compare At” price as the “Higher (original) price”, when Nordstrom has its vendors and suppliers of Nordstrom Rack Products print price tags showing false original prices, Nordstrom is intentionally making misrepresentations to its customers.

44. Indeed, the intentional nature of Nordstrom’s deception is further highlighted by the manner in which the Compliance Manual instructs its vendors to label items to be sold in its main line stores. With respect to such items, the vendors must provide three separate price tags. The first tag includes the “Regular Price MSRP”:

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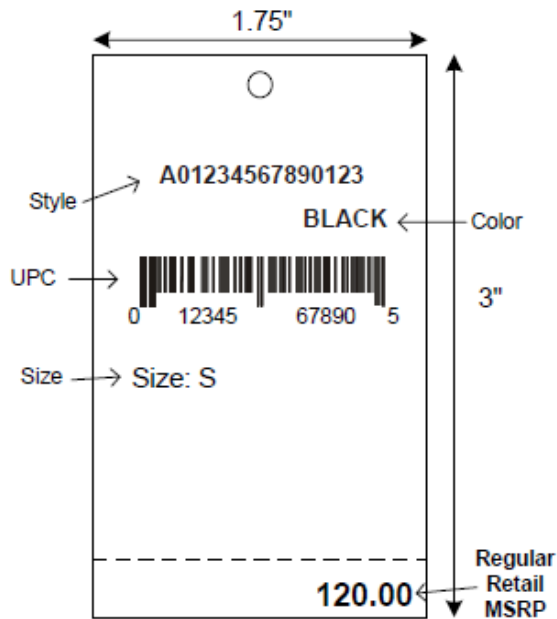


Exhibit A at pg. 29.

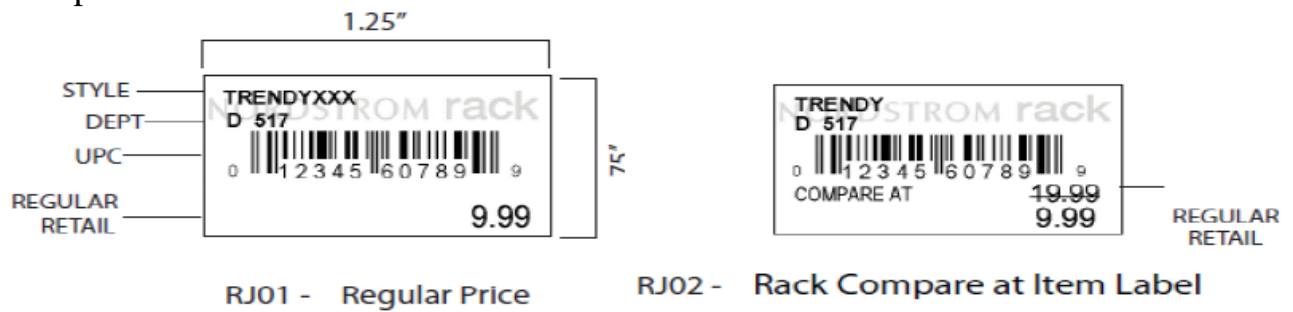
45. Nordstrom also requires its vendors to provide price tags for Nordstrom to use for its “Anniversary” sales and for its “Off-Price & Black Line” sales. Unlike the deceptive tags used at the Nordstrom Rack, the two sales tags used in main line stores include an actual (i.e. honest) retail price (“Regular Retail”) and sale price (“Special Retail”):



Exhibit A at pg. 29.

1 46. So, for the main line stores, the “Regular Retail” price (in the example  
 2 above, \$120.00) is the actual price at which the item was previously sold. The sale  
 3 price (in the example above, \$99.00) is the marked down price.

4 47. Compare this to the Nordstrom Rack examples included in the  
 5 Compliance Manual:



13 *Exhibit A* at pg. 43.

14 48. For its Nordstrom Rack hang tags that include a “Compare At” price,  
 15 Nordstrom instructs its vendors that the “Regular Retail” price is actually the  
 16 discounted price, not “Compare At” price.

17 49. The example above (left) shows a price tag for an item to be sold with  
 18 only a “Regular Price” (i.e., no compare at price) and, on the right, the tag to be used  
 19 on items utilizing a “Rack Compare at Item Label.” In the RJ01- Regular Price tag  
 20 (left), the “Regular Retail” price is \$9.99 and is listed on the bottom line. Yet, in the  
 21 Rack Compare at Item Label (of the exact same item—bearing the same UPC Code),  
 22 shown at right, the “Regular Retail” price of \$9.99 is depicted as the discounted price  
 23 with a fictional price placed above it. The “Compare At’ price is represented as a  
 24 false “original” or “MSRP” price.

25 50. To the extent that—in the “Compare At” Item Label on the right—it  
 26 could appear that the “Regular Retail” caption is pointing to the “19.99” price and not  
 27 the lower “9.99” price, another illustration from the same Compliance Manual makes  
 28 it clear that Nordstrom considers the bottom line price (which looks like a sales price)  
 to be the “Regular Retail” price:

MSRP	COMPARE AT	228.00
REGULAR RETAIL	47% Savings	119.97

RH02 - Rack Compare at HT

6 *Exhibit A* at pg. 42.

7 51. This document shows—through words and exemplary illustrations—how  
8 Nordstrom has directed its suppliers to create intentionally deceptive hang tags. For  
9 its Nordstrom Rack products, Nordstrom created hang tags that depict a fabricated  
10 “original” or “MSRP” as the “Compare At” price placed above a steeply discounted  
11 price—a price that Nordstrom admits in its own instructions to its vendor is not a real  
12 sale price but, instead, is the “Regular Retail” price.

13 52. Although Nordstrom’s intentionally deceptive scheme is revealed in its  
14 Compliance Manual, it is further evidenced by the opinion of Plaintiff’s expert, Dr.  
15 Compeau.

16 53. Dr. Compeau is a Professor of Consumer/Organizational Studies at  
17 Clarkson University who conducts extensive research regarding the behavioral and  
18 strategic effects of comparative (reference) price advertising on consumers’  
19 judgments, evaluations, perceptions, and purchase intentions. Dr. Compeau often  
20 serves as an expert witness in litigation pertaining to comparative (reference) pricing  
21 and was deemed, in a similar lawsuit held before by Judge Wayne S. Carvil of the  
22 Superior Court of the State of California, Alameda County, a credible and reliable  
23 expert witness. *People of the State of California v. Overstock.com, Inc.*, Case No.  
24 RG10-546833.

25 54. According to Dr. Compeau’s research, companies like Nordstrom have a  
26 monetary incentive to advertise false former prices and in fact use “Compare At”  
27 advertisements, without more explanation, to mislead consumers. Dr. Compeau will  
28 opine about the following:



- 1 (a) Consumers' perceptions of value influence their purchasing behavior. By  
2 creating an impression of savings, the presence of a higher reference price  
3 enhances subjects' perceived value and willingness to buy the product. *See*  
4 Barnes, James G. (1975) "Factors Influencing Consumer Reaction to Retail  
5 Newspaper 'Sale' Advertising," in *Proceedings*, Edward M. Mazze, ed. Fall  
6 Educators' Conference, Chicago, Ill.: American Marketing Association, 37,  
7 471-477; Bearden, William O., Donald R. Lichtenstein, and Jesse E. Teel  
8 (1984), "Comparison Price, Coupon, and Brand Effects on Consumer  
9 Reactions to Retail Newspaper Advertisements," *Journal of Retailing*, 60  
10 (Summer), 11-36; Della Bitta, Albert J., Kent B. Monroe, and John M.  
11 McGinnis (1981), "Consumer Perceptions of Comparative Price  
12 Advertisements," *Journal of Marketing Research*, 18 (November), 416-427;  
13 Friedman, Hershey H., Philip E. Weingaten, Linda W. Friedman, and Ralph  
14 Gallay (1982), "The Effects of Various Price Markdowns on Consumers'  
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25 An Empirical Inquiry," in *AMA Educators' Proceedings*, Terence A. Shimp  
26 et al., eds. Chicago, Ill.: American Marketing Association, 52, 211.
- 27 (b) If the reference price is not truthful, a consumer may be encouraged to  
28 purchase as a result of a false sense of value. In this situation the  
advertisement is no longer informative but deceptive. In fact, empirical  
studies indicate that as discount size increases, consumers' perceptions of  
value and their willingness to buy the product increases, while their intention  
to search for a lower price decreases. *See* Berkowitz, Eric N. and John R.  
Walton (1980), "Contextual Influences on Consumer Price Responses: An  
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1           *Research*, 18 (November), 416-427; Friedman, Hershey H., Philip E.  
2           Weingaten, Linda W. Friedman, and Ralph Gally (1982), “The Effects of  
3           Various Price Markdowns on Consumers’ Ratings of a New Product,”  
4           *Journal of the Academy of Marketing Science*, 10(Fall), 432-437; Oglesby,  
5           Bobbie D. (1984), “Price and Semantic Cues’ Effect on Perceived Quality  
6           and Attitude,” *Marketing Comes of Age*, David M. Klein and Allen E. Smith,  
7           eds. Boca Raton, Fla.: Southern Marketing Association, 308-312; Raju, P.S.  
8           and Manoj Hastak (1983), “Pre-Trial Cognitive Effects of Cents-Off  
9           Coupons,” *Journal of Advertising*, 12 (2), 24-33.

10           (c) There is an incentive for outlet stores to advertise inflated reference prices.  
11           Because retailers are not required by law to include a reference price on a  
12           hang tag, they affirmatively choose to include this information due to its  
13           effect on consumers. The retailer’s motivation for using false reference  
14           prices is obvious: retailers knowingly use false reference prices to make  
15           consumers believe that they are getting a better deal than they actually are  
16           getting.

17           (d) Regarding “Compare At” language often used by advertisers, research  
18           indicates that “‘Compare At’ is another semantic phrase that, in order to be  
19           informative, requires more specific information.” *Consumers’*  
20           *Interpretations of the Semantic Phrases Found in Reference Price*  
21           *Advertisements*, Compeau, Lindsey-Mullikin, Grewal and Petty, *The Journal*  
22           *of Consumer Affairs*, Volume 31, Issue 1, pages 178-187, Summer 2004.  
23           Additionally, “It seems that to be informative, the seller should provide an  
24           explanation to the consumer as to how the “Compare At” prices were  
25           determined.” *Id.*

26           (e) Additionally, “both consumers and retail employees [report] that [a]  
27           “Compare At” phrase refers to prices found in a ‘regular price’ department  
28           store.” *Id.* at 184.

29           55. Tying the empirical research conducted by Compeau and others with  
30           evidence of Nordstrom’s intent to use false original prices as illustrated in the  
31           Compliance Manual, demonstrates that Nordstrom intentionally acted to deceive  
32           reasonable consumers, including Plaintiff, into believing the “Compare At” and “%  
33           Savings” price is the former price at which Nordstrom or other mainline retailers  
34           previously sold the same merchandise.

### Plaintiff's Purchase

1  
2           56. On July 12, 2013, Plaintiff entered the Nordstrom Rack located in San  
3 Marcos, California. He observed that merchandise was advertised with price tags that  
4 represented "Compare At" prices that were directly on top of prices significantly  
5 reduced by a percentage amount. He also observed that other items in the store did  
6 not make these price-reduction representations on their price tags. Plaintiff believed  
7 that the items with the "Compare At" and "% Savings" price tags represented a  
8 discount off a former price, while the items with plain pricing did not. Enticed by the  
9 idea of paying significantly less than the "Compare At" and "% Savings" price  
10 charged outside of Nordstrom Rack, Plaintiff was induced to purchase one pair of  
11 Tommy Hilfiger branded dress pants with a "Compare At" price of \$150.00 and an  
12 actual price of \$79.97, which purportedly represented a "46% Savings."

13           57. A copy of the price tag for the dress pants purchased by Plaintiff is as  
14 follows:



25           58. When he purchased the dress pants for the \$79.97 instead of the  
26 "Compare At" price of \$150.00, Plaintiff believed that he saved approximately 46%  
27 on his purchase. Plaintiff understood the "Compare At" price to be a true former price  
28 of the item, as sold at a mainline Nordstrom store or other non-outlet retailer. The

1 price tag also advertised a “% Savings.” Plaintiff understood that one cannot truly  
2 “save” off anything other than a true former price on the identical product. He relied  
3 on these false comparisons, which caused him to purchase the dress pants.

4 59. On the same date, Plaintiff made two other purchases at Nordstrom Rack.  
5 Again, enticed by the idea of paying significantly less than the “Compare At” price  
6 charged outside of Nordstrom Rack, Plaintiff purchased a pair of cargo shorts with a  
7 “Compare At” price of \$49.50 and an actual price of \$29.97, as well as one pair of  
8 herringbone pants with a “Compare At” price of \$65.00 and an actual price of \$29.97.

9 60. When he purchased the herringbone pants for the \$29.97 instead of the  
10 “Compare At” price of \$65.00, Plaintiff relied on the price tag and believed that he  
11 saved approximately 54% on his purchase. In reality, Nordstrom never intended, nor  
12 did it ever, sell the pants at the represented “Compare At” price. Thus, Plaintiff was  
13 deceived by the false price comparison into making a full retail purchase with no  
14 discount.

15 61. Plaintiff purchased the cargo shorts for the \$29.97 instead of the  
16 “Compare At” price of \$49.50, because he believed that he saved 40% on his  
17 purchase. In reality, Nordstrom never intended, nor did it ever, sell the shorts at the  
18 represented “Compare At” price. Thus, Branca was deceived by the false price  
19 comparison into making a full retail purchase with no discount.

20 62. Branca did not understand the “Compare At” prices to indicate only a  
21 comparison to a non-identical product because the price tag did not specify that the  
22 savings was in relation to a different product, nor did it specify what that different  
23 product might have been.

24 63. Branca also understood the Nordstrom Rack Product price tags to  
25 indicate a true former price because many items in Nordstrom Rack stores (and which  
26 are excluded from the definition of Nordstrom Rack Products) do not carry “Compare  
27 At”/“% Savings” price tags. Branca understood that the plain-price tags did not offer  
28 a “savings” or a “bargain” compared to a higher former price, but the “Compare

1 At”/“% Savings” price tags did.

2 64. Branca specifically selected certain products over other products because  
3 the price tags represented price savings.

4 65. Branca would not have purchased the products, or would not have paid  
5 the price he did, if he had known he was not truly receiving the “% Savings” off a true  
6 former price, as stated. To be clear, Branca relied on both the “Compare at” and “%  
7 Savings” representations, which induced him to buy all of the items identified herein.

8 66. In reality, Nordstrom never intended, nor did it ever, sell the items  
9 Branca purchased at the represented “Compare At” price, and Branca did not actually  
10 receive a “% Savings.”

11 67. Despite the “Compare At” scheme used at Nordstrom Rack stores,  
12 Branca would purchase Nordstrom Rack Products in the future from Nordstrom Rack  
13 stores and/or other retail establishments, if price tags accurately reflect “former”  
14 prices and discounts. If the Court were to issue an injunction ordering Nordstrom to  
15 comply with California’s comparative price advertising laws, and prohibiting  
16 Nordstrom’s use of the deceptive practices discussed herein, Branca would likely shop  
17 for Nordstrom Rack Products again in the near future at Nordstrom Rack stores.

18  
19 **The “Compare At” Tag Claim Deceived Branca and Branca’s**  
20 **Interpretation of the Claim was Objectively Reasonable**

21 68. As alleged above, Branca believed that that the “Compare At” and  
22 “% Savings” price tag claim meant that the products he bought were previously sold at  
23 the higher “Compare At” price.

24 69. Branca would not have purchased the Nordstrom Rack items but for the  
25 “Compare At” and “% Savings” representation.

26 70. Branca’s and class members’ reliance on Nordstrom’s false price  
27 comparison advertising was inherently reasonable. In fact, empirical marketing  
28 studies establish beyond cavil that customers do indeed reasonably rely on such

1 comparative price advertising, which provides an incentive for retailers to engage in  
2 this false and fraudulent behavior.

3 71. Plaintiff's expert, Dr. Compeau, has conducted research that shows, *inter*  
4 *alia*, that consumers do rely on false former pricing in making purchasing decisions  
5 because they think that they are getting a great value:

6  
7 [c]omparative price advertising offers consumers a basis for comparing  
8 the relative value of the product offering by suggesting a monetary worth  
9 of the product and any potential savings...[A] comparative price  
10 advertisement can be construed as deceptive if it makes any  
11 representation, . . . or involves any practice that may materially mislead a  
12 reasonable consumer.

13 *Comparative Price Advertising: Informative or Deceptive?*, Dhruv Grewal and Larry  
14 D. Compeau, *Journal of Public Policy & Marketing* , Vol. 11, No. 1, at 52 (Spring  
15 1992). In short:

16 [b]y creating an impression of savings, the presence of a higher reference  
17 price enhances subjects' perceived value and willingness to buy the  
18 product. . . . Thus, if the reference price is not truthful, a consumer may  
19 be encouraged to purchase as a result of a false sense of value.

20 *Id.* at 55, 56.

21 72. A recent survey conducted by another one of Plaintiff's experts, Dr.  
22 Thomas Maronick, is consistent with Dr. Compeau's research. In April, 2015,  
23 Maronick, a Professor of Marketing at Towson University, conducted an online  
24 survey of California consumers who have shopped at Nordstrom Rack to assess their  
25 perception of the "Compare At" price tags.

26 73. Dr. Maronick holds a Doctorate in Business Administration from the  
27 University of Kentucky and a Law Degree from the University of Baltimore School of  
28 Law. Dr. Maronick is the former in-house marketing expert for the Bureau of  
Consumer Protection at the Federal Trade Commission (FTC). Dr. Maronick has

1 designed and implemented over 400 surveys for the FTC and for litigation clients.

2 74. In the survey (hereafter “Maronick Survey”), 206 members of an online  
3 consumer panel (all of whom were pre-cleared as having recently shopped at a  
4 Nordstrom Rack store) who lived in California were shown a “Compare At” and “%  
5 Savings” Nordstrom Rack price tag as follows:



18  
19 75. The survey results demonstrate that Branca’s interpretation of the label  
20 was objectively reasonable. According to the Maronick Survey, the overwhelming  
21 majority of consumers—90%--believe that the price tag indicates the associated item  
22 was previously sold for \$198. Indeed, most consumers (60%) believed that the price  
23 tag indicates the item was sold at a main line Nordstrom store for \$198. The  
24 remainder of the 90% believe the item was previously sold either at another retailer or  
25 at Nordstrom Rack for this “Compare At” price.

26 76. Additionally, survey participants were asked to describe in their own  
27 words what the price tag represented. Below are all of the verbatim responses to this  
28 open-ended question:

1	the price is on sale about 60%	marked down	60% Savings off suggested retail
2	price is reduced	60% off regular price of 168.00 for 79.90 It's discounted That it is deeply discounted It suggests that it is 60% of it's regular price. It is a great deal!	deep discount
3			
4			
5			
6	huge savings	hugely discounted	It's over 50% off
7	name brands at a discounted price	it is on sale	That it is significantly discounted from original retail price, now it is I believe \$78 at 60% Off savings and the item is a black garment It has a large percentage taken off
8			
9			
10	That is 60% off from retail price.	It says that it's been heavily discounted 60% off Discount it is 60% off of regular price that if I buy this item I would be saving 60% it is %60 lss than in a regular department store	79.99
11			
12			
13			
14	Discounted by 60%	60% off the original price	that it is half off
15	that its 60% off ticket price	it is discounted from the regular price	its cheaper than other retailer
16			
17	a big discount from original price	what would cost you 60% more at a retail store price	198.00
18			
19	was very expensive	the item was marked down	discount price
20	It is greatly discounted, I think 60%	on sale	BARGAIN
21	it is a lot less than original price	The item was marked down 60%	on sale
22			
23	it show the original price and the discounted price it is 60% less than the suggested price That in a normal store, it would cost almost \$200, but the price at this store is almost \$80.	that it's a great deal	More than half off
24			
25			
26			
27	60% off	Sales	60% off
28	That it is reduced	That you will receive 60% off	a discount on the original price



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That it is deeply discounted from it's original price.	It's cheaper	you receive a great discount
it is discounted by 60 percent	the nordstrom rack price is \$79 and the item is black in color <b>THAT THIS ITEM IS DISCOUNTED CONSIDERABLY</b> it is \$80 It is deeply discounted, but is also better quality than what you are paying for it.	That it is a great deal at 60% off
60% off-\$79.00	That it's cheaper than the retail store.	It is 60% off the original price but it is still so expensive.
60% Off of original price	It was \$168, now \$79, 60% off	It's 60% off retail price. Retail price is inflated though.
sale	60% off from the original price	60% off
very big discount	you save money	That it is now drastically reduced to 79.99 big discount The tag suggests that item used to be sold for a lot more, but can be purchased for less at nordstrom's rack.
half price	it's on clearance	That it's a great bargain, and a lower price than you would find anywhere else. That it costs 60% less than its retail value.
It suggests that in a normal retail store that the price would be much higher and that the price is discounted for the rack.	It makes it seem like it's <b>REALLY</b> on sale, when actually it's just 80 bucks.	60% discounte [sic]
The price is on huge discount.	That is is [sic] a lower price than another store 60% discount the item is \$79.97 and 60% off the original value of almost \$200 Its suggest that the original price of the item is being sold at a 60 % reduction.	That it is deeply discounted
That it is 60% less than the regular retail price That it is 60% off full price (was \$198) Now \$79,9something That it is deeply discounted 60% off the normal Nordstrom price It was about	80	the price is discounted to \$79.97

<p>\$78 dollars and discounted from ~180. Little bit less than 50% off greatdeal implied It is marked 60% cheaper than other retailers sell it Compare at \$198, Rack price \$69.98</p>		
<p>It is 60% off of retail price at Nordstrom Rack.</p>		

77. In light of the consumer feedback received through the survey, Branca’s understanding of the “Compare At” and “% Savings” price tags at Nordstrom Rack was objectively reasonable.

**CLASS ALLEGATIONS**

78. Branca incorporates and realleges by reference each and every allegation contained in the preceding paragraphs as if set forth herein in full.

79. Branca brings this action on behalf of himself and the members of the proposed Class. The proposed Class consists of:

All individuals residing in the State of California who, within the applicable statute of limitations preceding the filing of this action, purchased Nordstrom Rack Products with the “Compare At”/“% Savings” price tags.

80. Excluded from the Class are Nordstrom, its parents, subsidiaries, affiliates, officers and directors, any entity in which Nordstrom has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

81. The members of the Class are so numerous that joinder is impractical. The Class consists of thousands of members, the precise number which is within the knowledge of and can be ascertained only by resort to Nordstrom’s records.

82. There are numerous questions of law and fact common to the Class

1 which predominate over any questions affecting only individual members of the Class.

2 Among the questions of law and fact common to the Class are:

3 (a) Whether, during the Class Period, Nordstrom used false price  
4 representations and falsely advertised price discounts on Nordstrom Rack  
5 Products;

6 (b) Whether Nordstrom intended its “Compare At” price to be synonymous  
7 with item’s original price;

8 (c) Whether, during the Class Period, the “Compare At”/“% Savings” prices  
9 advertised by Nordstrom were the prevailing market prices for the  
10 Nordstrom Rack Products during the three month periods preceding the  
11 dissemination and/or publication of the advertised former prices;

12 (d) Whether Nordstrom’s use of false or deceptive price advertising  
13 constituted false advertising under California Law;

14 (e) Whether Nordstrom engaged in unfair, unlawful and/or fraudulent  
15 business practices under California law;

16 (f) Whether Nordstrom misrepresented and/or failed to disclose material  
17 facts about its product pricing and discounts.

18 (g) Whether Nordstrom made false or misleading statements of fact  
19 concerning the reasons for, existence of, or amounts of price reductions;

20 (h) Whether Nordstrom’s conduct, as alleged herein, was intentional and  
21 knowing;

22 (i) Whether Class members are entitled to damages and/or restitution, and in  
23 what amount;

24 (j) Whether Nordstrom is likely to continue using false, misleading or illegal  
25 price comparisons such that an injunction is necessary; and

26 (k) Whether Plaintiff and Class members are entitled to an award of  
27 reasonable attorneys’ fees, pre-judgment interest and costs of suit.

28 83. Branca’s claims are typical of the claims of the members of the Class

1 and, like all members of the Class, purchased goods from a Nordstrom Rack store that  
2 falsely conveyed a “Compare At”/“% Savings” price and a fictitious discount.  
3 Accordingly, Branca has no interests antagonistic to the interests of any other member  
4 of the Class.

5 84. Branca is a representative who will fully and adequately assert and  
6 protect the interests of the Class, and has retained counsel who is experienced in  
7 prosecuting class actions. Accordingly, Branca is an adequate representative and will  
8 fairly and adequately protect the interests of the Class.

9 85. A class action is superior to all other available methods for the fair and  
10 efficient adjudication of this lawsuit, because individual litigation of the claims of all  
11 members of the Class is economically unfeasible and procedurally impracticable.  
12 While the aggregate damages sustained by the Class are in the millions of dollars, the  
13 individual damages incurred by each member of the Class resulting from Nordstrom’s  
14 wrongful conduct are too small to warrant the expense of individual lawsuits. The  
15 likelihood of individual Class members prosecuting their own separate claims is  
16 remote, and, even if every member of the Class could afford individual litigation, the  
17 court system would be unduly burdened by individual litigation of such cases.

18 86. The prosecution of separate actions by members of the Class would  
19 create a risk of establishing inconsistent rulings and/or incompatible standards of  
20 conduct for Nordstrom. For example, one court might enjoin Nordstrom from  
21 performing the challenged acts, whereas another might not. Additionally, individual  
22 actions may be dispositive of the interests of the Class, although certain class  
23 members are not parties to such actions.

24 87. The conduct of Nordstrom is generally applicable to the Class as a whole  
25 and Branca seeks, inter alia, equitable remedies with respect to the Class as a whole.  
26 As such, the systematic policies and practices of Nordstrom make declaratory relief  
27 with respect to the Nordstrom California class as a whole appropriate.  
28

**COUNT I**

**(Violation of the “Unfair” Prong of the UCL)**

1  
2  
3 88. Branca incorporates and realleges by reference each and every allegation  
4 contained in the preceding paragraphs as if fully set forth herein.

5 89. The UCL defines unfair business competition to include any “unlawful,  
6 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
7 misleading” advertising. Business & Professions Code § 17200.

8 90. A business act or practice is “unfair” under the UCL if the reasons,  
9 justifications and motives of the alleged wrongdoer are outweighed by the gravity of  
10 the harm to the alleged victims.

11 91. Nordstrom has violated the “unfair” prong of the UCL by representing a  
12 false “Compare At” price and corresponding percentage discount price for Nordstrom  
13 Rack Products. As a result, the inflated “Compare At” price and corresponding  
14 percentage discount price was nothing more than a false, misleading and deceptive  
15 illusion of a discount.

16 92. These acts and practices are unfair because they caused Branca, and are  
17 likely to cause consumers, to falsely believe that Nordstrom Rack is offering value,  
18 discounts or bargains from the prevailing market worth of the products sold that did  
19 not, in fact, exist. For Nordstrom, “Compare At” is synonymous with a higher original  
20 price. As a result, purchasers, including Branca, reasonably perceived that they were  
21 receiving products that regularly sold in the non-outlet retail marketplace at  
22 substantially higher prices (and were, therefore, worth more) than what they paid.  
23 This perception has induced reasonable purchasers, including Branca, to buy  
24 Nordstrom Rack Products, which they otherwise would not have purchased.

25 93. The gravity of the harm to members of the Class resulting from these  
26 unfair acts and practices outweighed any conceivable reasons, justifications and/or  
27 motives of Nordstrom Rack for engaging in such deceptive acts and practices. By  
28 committing the acts and practices alleged above, Nordstrom engages in unfair

1 business practices within the meaning of California Business & Professions Code §§  
2 17200, et seq.

3 94. Through its unfair acts and practices, Nordstrom has improperly obtained  
4 money from Branca and the Class. As such, Branca requests that this court cause  
5 Nordstrom to restore this money to Branca and all Class members, and to enjoin  
6 Nordstrom from continuing to violate the UCL as discussed herein and/or from  
7 violating the UCL in the future. Otherwise, Branca and the Class may be irreparably  
8 harmed and/or denied an effective and complete remedy if such an order is not  
9 granted.

## 10 **COUNT II**

### 11 **(Violation of the “Fraudulent” Prong of the UCL)**

12 95. Branca incorporates and realleges by reference each and every allegation  
13 contained in the preceding paragraphs as if fully set forth herein.

14 96. The UCL defines unfair business competition to include any “unlawful,  
15 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
16 misleading” advertising. Cal. Bus. & Pro. Code § 17200.

17 97. A business act or practice is “fraudulent” under the UCL if it is likely to  
18 deceive members of the consuming public.

19 98. The labels on the Nordstrom Rack Products and advertising materials  
20 concerning false former prices were fraudulent within the meaning of the UCL  
21 because they deceived Branca, and were likely to deceive members of the class, into  
22 believing that Nordstrom was offering value, discounts or bargains at Nordstrom Rack  
23 stores from the prevailing market value or worth of the products sold that did not, in  
24 fact, exist.

25 99. Nordstrom deceived consumers into believing that it was offering value,  
26 discounts or bargains at Nordstrom Rack stores from the prevailing market value or  
27 worth of the Nordstrom Rack products sold that did not, in fact, exist. For Nordstrom,  
28 “Compare At” is synonymous with a higher original price.



1 105. The UCL defines unfair business competition to include any “unlawful,  
2 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
3 misleading” advertising. Business & Professions Code § 17200.

4 106. A business act or practice is “unlawful” under the UCL if it violates any  
5 other law or regulation.

6 107. California statutory and regulatory law also expressly prohibits false  
7 former pricing schemes. Business & Professions Code § 17501, entitled “Value  
8 determinations; Former price advertisements,” states:

9 For the purpose of this article the worth or value of anything advertised is  
10 the prevailing market price, wholesale if the offer is at wholesale, retail if  
11 the offer at retail, at the time of publication of such advertisement in the  
12 locality wherein the advertisement is published.

13 *No price shall be advertised as a former price of any advertised thing,*  
14 *unless the alleged former price was the prevailing market price as above*  
15 *defined within three months next immediately preceding the publication*  
16 *of the advertisement or unless the date when the alleged former price did*  
17 *prevail is clearly, exactly and conspicuously stated in the advertisement.*

18 (Emphasis added).

19 108. Civil Code § 1770, subsection (a)(9), prohibits a business from  
20 “[a]dvertising goods or services with intent not to sell them as advertised,” and  
21 subsection (a)(13) prohibits a business from “[m]aking false or misleading statements  
22 of fact concerning reasons for, existence of, or amounts of price reductions.”

23 109. Nordstrom also violated and continues to violate Business & Professions  
24 Code § 17501, and Civil Code § 1770, sections (a)(9) and (a)(13) by advertising false  
25 discounts from purported former prices that were, in fact, not the prevailing market  
26 prices within three months next preceding the publication and dissemination of  
27 advertisements containing the false former prices.

28 110. The FTCA prohibits “unfair or deceptive acts or practices in or affecting  
commerce” and specifically prohibits false advertisements. (15 U.S.C. § 45(a)(1) and



1 15 U.S.C. § 52(a)). The FTC has established guidelines which prohibit false pricing  
2 schemes, similar to Nordstrom's "Compare At" and "% Savings" scheme in material  
3 respects, as deceptive practices that would violate the FTCA:

4 (a) One of the most commonly used forms of bargain advertising is to  
5 offer a reduction from the advertiser's own former price for an article.  
6 If the former price is the actual, bona fide price at which the article  
7 was offered to the public on a regular basis for a reasonably  
8 substantial period of time, it provides a legitimate basis for the  
9 advertising of a price comparison. Where the former price is genuine,  
10 the bargain being advertised is a true one. If, on the other hand, the  
11 former price being advertised is not bona fide but fictitious -- for  
12 example, where an artificial, inflated price was established for the  
13 purpose of enabling the subsequent offer of a large reduction -- the  
14 "bargain" being advertised is a false one; the purchaser is not  
15 receiving the unusual value he expects. In such a case, the "reduced"  
16 price is, in reality, probably just the seller's regular price.

17 16 C.F.R. § 233.1.

18 111. Nordstrom's use of and reference to a materially false "Compare At"  
19 price and "% Savings" representation in connection with its marketing and  
20 advertisements concerning the Nordstrom Rack Products violated and continues to  
21 violate the FTCA, 15 U.S.C. § 45(a)(1) and 15 U.S.C. § 52(a), as well as FTC  
22 Guidelines published at 16 C.F.R. § 233.

23 112. As a result of the conduct described above, Nordstrom has been unjustly  
24 enriched at the expense of Branca and members of the proposed Class. Specifically,  
25 Nordstrom has been unjustly enriched by obtaining revenues and profits that it would  
26 not otherwise have obtained absent its false, misleading and deceptive conduct.

27 113. Through its unlawful acts and practices, Nordstrom has improperly  
28 obtained money from Branca and the Class. As such, Branca requests that this court  
cause Nordstrom to restore this money to Branca and all Class members, and to enjoin  
Nordstrom from continuing to violate the UCL as discussed herein and/or from  
violating the UCL in the future. Otherwise, Branca and the Class may be irreparably

1 harmed and/or denied an effective and complete remedy if such an order is not  
2 granted.

3 **COUNT IV**

4 **(Violation of the California False Advertising Law,**  
5 **California Business & Professions Code Sections 17500, *et seq.*)**

6 114. Branca incorporates and realleges by reference each and every allegation  
7 contained in the preceding paragraphs as if fully set forth herein.

8 115. California's Business and Professions Code §§ 17500, *et seq.* prohibits  
9 unfair, deceptive, untrue, or misleading advertising, including, but not limited to, false  
10 statements as to worth, value and former price.

11 116. Nordstrom's practice of advertising "Compare At" prices and "%  
12 Savings" on price tags on Nordstrom Rack Products, which were materially greater  
13 than the actual prices of those products was an unfair, deceptive and misleading  
14 advertising practice because it gave the false impression that the Nordstrom Rack  
15 Products were regularly sold in the non-outlet retail marketplace at substantially  
16 higher prices (and were, therefore, worth more) than they actually were. In fact, the  
17 exclusive, Nordstrom Rack Products did not have a prevailing market price anywhere  
18 close to the "Compare At" price advertised because the merchandise was always sold  
19 under the percentage discounted price when placed on sale at the Nordstrom Rack  
20 stores.

21 117. Through its unfair acts and practices, Nordstrom has improperly obtained  
22 money from Branca and the Class. As such, Branca requests that this court cause  
23 Nordstrom to restore this money to Branca and all Class members, and to enjoin  
24 Nordstrom from continuing to violate the FAL as discussed herein and/or from  
25 violating the FAL in the future. Otherwise, Branca and the Class may be irreparably  
26 harmed and/or denied an effective and complete remedy if such an order is not  
27 granted.

28

**COUNT V**

**(Violation of the Consumers Legal Remedies Act,  
California Civil Code Sections 1750, et seq.: Injunctive Relief)**

118. Branca incorporates and realleges by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

119. This cause of action is brought pursuant to the CLRA.

120. Branca and each member of the proposed class are “consumers” within the meaning of California Civil Code § 1761(d).

121. Nordstrom’s selling of Nordstrom Rack Products to Branca and the Class were “transactions” within the meaning of California Civil Code § 1761(e). The Nordstrom Rack Products purchased by Branca and the Class are “goods” within the meaning of Civil Code §1761(a).

122. As described herein, Nordstrom violated the CLRA by falsely representing the nature, existence and amount of price discounts by fabricating inflated labeled “Compare At” prices and “% Savings.” Such a pricing scheme is in violation of Civ. Code § 1770, subsection (a)(9) (“[a]dvertising goods or services with intent not to sell them as advertised”) and subsection (a)(13) (“[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions”).

123. Branca relied on Nordstrom’s false representations in deciding to purchase Nordstrom Rack Products. Branca would not have purchased Nordstrom Rack Products absent Nordstrom’s unlawful conduct.

124. On September 2, 2014, counsel for Branca provided proper notice of his intent to pursue claims under the CLRA and an opportunity to cure to Defendant via certified mail to their principal place of business at 1617 Sixth Avenue, Seattle, WA, 98101. Counsel for Nordstrom acknowledged receipt of the notice and rejected the opportunity to cure by letter dated October 7, 2014.

125. Branca requests this Court enjoin Nordstrom from continuing to violate

1 the CLRA as discussed herein and/or from violating the UCL in the future and to  
2 order restitution to Branca and each member of the proposed class. Otherwise, Branca,  
3 the Class and members of the general public may be irreparably harmed and/or denied  
4 effective and complete remedy if such an order is not granted.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Branca and the members of the Class demand a jury trial on all  
7 claims so triable and judgment against Defendant, Nordstrom, Inc., as follows:

8 A. An order certifying that this action may be maintained as a class action,  
9 that Branca be appointed Class Representative and Branca's counsel be appointed  
10 Class Counsel;

11 B. A judgment awarding Branca and all members of the Class restitution  
12 and/or other equitable relief, including, without limitation, restitutionary disgorgement  
13 of all profits and unjust enrichment that Nordstrom obtained from Branca and the  
14 Class as a result of its unlawful, unfair and fraudulent business practices described  
15 herein;

16 C. An order enjoining Nordstrom from continuing to violate the UCL, False  
17 Advertising Law and CLRA as described herein.

18 D. A judgment awarding Branca his costs of suit; including reasonable  
19 attorneys' fees pursuant to California Civil Code § 1780(d), Code of Civil Procedure §  
20 1021.5 and as otherwise permitted by statute; and pre and post-judgment interest; and

21 E. Such other and further relief as may be deemed necessary or appropriate.

22  
23  
24 DATED: May 4, 2015

TYCKO & ZAVAREEI LLP

25  
26 By: /s/ Hassan A. Zavareei  
27 Hassan A. Zavareei  
28 Attorney for Plaintiff

**JURY TRIAL DEMANDED**

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PLAINTIFF demands a jury trial on all triable issues.

DATED: May 4, 2015

TYCKO & ZAVAREEI LLP

By: /s/ Hassan A. Zavareei  
Hassan A. Zavareei  
Attorney for Plaintiff

# **EXHIBIT A**

09/29/2010

Purchase Order - 850

# 850 Purchase Order

## Functional Group=PO

**Purpose:** This Draft Standard for Trial Use contains the format and establishes the data contents of the Purchase Order Transaction Set (850) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the placement of purchase orders for goods and services. This transaction set should not be used to convey purchase order changes or purchase order acknowledgment information.

### Not Defined:

<u>Pos</u>	<u>Id</u>	<u>Segment Name</u>	<u>Req</u>	<u>Max Use</u>	<u>Repeat</u>	<u>Notes</u>	<u>Usage</u>
	ISA	Interchange Control Header	M	1			Used
	GS	Functional Group Header	M	1			Used

### Heading:

<u>Pos</u>	<u>Id</u>	<u>Segment Name</u>	<u>Req</u>	<u>Max Use</u>	<u>Repeat</u>	<u>Notes</u>	<u>Usage</u>
010	ST	Transaction Set Header	M	1			Must use
020	BEG	Beginning Segment for Purchase Order	M	1			Must use
040	CUR	Currency	O	1			Used
050	REF	Reference Identification	O	>1			Used
060	PER	Administrative Communications Contact	O	3			Used
080	FOB	F.O.B. Related Instructions	O	>1			Used
130	ITD	Terms of Sale/Deferred Terms of Sale	O	>1			Used
150	DTM	Date/Time Reference	O	10			Used
240	TD5	Carrier Details (Routing Sequence/Transit Time)	O	12			Used

### LOOP ID - N1

**200**

310	N1	Name	O	1			Used
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### Detail:

<u>Pos</u>	<u>Id</u>	<u>Segment Name</u>	<u>Req</u>	<u>Max Use</u>	<u>Repeat</u>	<u>Notes</u>	<u>Usage</u>
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### LOOP ID - PO1

**100000****N2/010L**

010	PO1	Baseline Item Data	M	1		N2/010	Must use
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### LOOP ID - CTP

**>1**

040	CTP	Pricing Information	O	1			Used
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### LOOP ID - PID

**1000**

050	PID	Product/Item Description	O	1			Used
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### LOOP ID - SAC

**25**

130	SAC	Service, Promotion, Allowance, or Charge Information	O	1			Used
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190	SDQ	Destination Quantity	O	500			Used
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### LOOP ID - N1

**200**

350	N1	Name	O	1			Used
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### Summary:

09/29/2010

Purchase Order - 850

<u>Pos</u>	<u>Id</u>	<u>Segment Name</u>	<u>Req</u>	<u>Max Use</u>	<u>Repeat</u>	<u>Notes</u>	<u>Usage</u>
<b>LOOP ID - CTT</b>					<b>1</b>	<b>N3/010L</b>	
010	CTT	Transaction Totals	O	1		N3/010	Used
030	SE	Transaction Set Trailer	M	1			Must use

**Not Defined:**

<u>Pos</u>	<u>Id</u>	<u>Segment Name</u>	<u>Req</u>	<u>Max Use</u>	<u>Repeat</u>	<u>Notes</u>	<u>Usage</u>
	GE	Functional Group Trailer	M	1			Used
	IEA	Interchange Control Trailer	M	1			Used

**Note:**

*Nordstrom Preferred Values:*

*Subelement Separator..ISA16: Hex 6E*

*Element Separator: Hex 5C*

*Segment Terminator: Hex A1*

**\*\* 997 \*\***

*Nordstrom requires a 997 (functional Acknowledgment) be returned by the vendor within 48 hours of Nordstrom's sending the 850 document. This is very important. If Nordstrom does not receive the 997 within 48 hours, we will have to contact your company to confirm receipt of the file. This causes additional work on the part of Nordstrom. Repeated non-compliance on the 997 could result in your company receiving off set charges.*



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Purchase Order - 850

# ISA Interchange Control Header

Pos:	Max: 1
Not Defined - Mandatory	
Loop: N/A	Elements: 16

**User Option (Usage):** Used

**Purpose:** To start and identify an interchange of zero or more functional groups and interchange-related control segments

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
ISA01	I01	<b>Authorization Information Qualifier</b>	M	ID	2/2	Must use
<b>Description:</b> Code to identify the type of information in the Authorization Information						
<b>Code Name</b>						
00 No Authorization Information Present (No Meaningful Information in I02)						
ISA02	I02	<b>Authorization Information</b>	M	AN	10/10	Must use
<b>Description:</b> Information used for additional identification or authorization of the interchange sender or the data in the interchange; the type of information is set by the Authorization Information Qualifier (I01)						
<b>Note:</b> Spaces						
ISA03	I03	<b>Security Information Qualifier</b>	M	ID	2/2	Must use
<b>Description:</b> Code to identify the type of information in the Security Information						
<b>Code Name</b>						
00 No Security Information Present (No Meaningful Information in I04)						
ISA04	I04	<b>Security Information</b>	M	AN	10/10	Must use
<b>Description:</b> This is used for identifying the security information about the interchange sender or the data in the interchange; the type of information is set by the Security Information Qualifier (I03)						
<b>Note:</b> Spaces						
ISA05	I05	<b>Interchange ID Qualifier</b>	M	ID	2/2	Must use
<b>Description:</b> Qualifier to designate the system/method of code structure used to designate the sender or receiver ID element being qualified						
<b>Note:</b> Nordstrom's qualifier is '01'						
<b>Code Name</b>						
01 Duns (Dun & Bradstreet)						
ISA06	I06	<b>Interchange Sender ID</b>	M	AN	15/15	Must use
<b>Description:</b> Identification code published by the sender for other parties to use as the receiver ID to route data to them; the sender always codes this value in the sender ID element						
<b>Note:</b> Nordstrom's sender ID is '007942915'						

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Purchase Order - 850

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
ISA07	I05	<b>Interchange ID Qualifier</b>  <b>Description:</b> Qualifier to designate the system/method of code structure used to designate the sender or receiver ID element being qualified <b>Note:</b> <i>Qualifier selected by receiver</i>  <b>Code Name</b> 01 Duns (Dun & Bradstreet) 08 UCC EDI Communications ID (Comm ID) 12 Phone (Telephone Companies)	M	ID	2/2	Must use
ISA08	I07	<b>Interchange Receiver ID</b>  <b>Description:</b> Identification code published by the receiver of the data; When sending, it is used by the sender as their sending ID, thus other parties sending to them will use this as a receiving ID to route data to them <b>Note:</b> <i>Receiver ID selected by receiver</i>	M	AN	15/15	Must use
ISA09	I08	<b>Interchange Date</b>  <b>Description:</b> Date of the interchange <b>Note:</b> <i>Date ISA was generated - YYMMDD</i>	M	DT	6/6	Must use
ISA10	I09	<b>Interchange Time</b>  <b>Description:</b> Time of the interchange <b>Note:</b> <i>Time ISA was generated -- HHMM</i>	M	TM	4/4	Must use
ISA11	I10	<b>Interchange Control Standards Identifier</b>  <b>Description:</b> Code to identify the agency responsible for the control standard used by the message that is enclosed by the interchange header and trailer	M	ID	1/1	Must use
ISA12	I11	<b>Interchange Control Version Number</b>  <b>Description:</b> This version number covers the interchange control segments  <b>Code Name</b> 00401 Draft Standards for Trial Use Approved for Publication by ASC X12 Procedures Review Board through October 1997	M	ID	5/5	Must use
ISA13	I12	<b>Interchange Control Number</b>  <b>Description:</b> A control number assigned by the interchange sender <b>Note:</b> <i>Sender assigned sequential number starting with 1 incremented by 1 for each transmission.</i>	M	N0	9/9	Must use
ISA14	I13	<b>Acknowledgment Requested</b>  <b>Description:</b> Code sent by the sender to request an interchange acknowledgment (TA1)	M	ID	1/1	Must use

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Purchase Order - 850

**Code Name**

0 No Acknowledgment Requested

ISA15	I14	<b>Usage Indicator</b>	M	ID	1/1	Must use
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**Description:** Code to indicate whether data enclosed by this interchange envelope is test, production or information

**Code Name**

P Production Data

T Test Data

ISA16	I15	<b>Component Element Separator</b>	M		1/1	Must use
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**Description:** Type is not applicable; the component element separator is a delimiter and not a data element; this field provides the delimiter used to separate component data elements within a composite data structure; this value must be different than the data element separator and the segment terminator

**Note:** '>'

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Purchase Order - 850

# GS Functional Group Header

Pos:	Max: 1
Not Defined - Mandatory	
Loop: N/A	Elements: 8

**User Option (Usage):** Used

**Purpose:** To indicate the beginning of a functional group and to provide control information

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
GS01	479	<b>Functional Identifier Code</b>	M	ID	2/2	Must use
		<b>Description:</b> Code identifying a group of application related transaction sets				
		<b>Code Name</b>				
		PO Purchase Order (850)				
GS02	142	<b>Application Sender's Code</b>	M	AN	2/15	Must use
		<b>Description:</b> Code identifying party sending transmission; codes agreed to by trading partners				
		<b>Note:</b> Nordstrom's sender ID is '007942915'				
GS03	124	<b>Application Receiver's Code</b>	M	AN	2/15	Must use
		<b>Description:</b> Code identifying party receiving transmission. Codes agreed to by trading partners				
		<b>Note:</b> Receiver ID selected by receiver				
GS04	373	<b>Date</b>	M	DT	8/8	Must use
		<b>Description:</b> Date expressed as CCYYMMDD				
		<b>Note:</b> Date GS was generated -- CCYYMMDD				
GS05	337	<b>Time</b>	M	TM	4/8	Must use
		<b>Description:</b> Time expressed in 24-hour clock time as follows: HHMM, or HHMMSS, or HHMMSSD, or HHMMSSDD, where H = hours (00-23), M = minutes (00-59), S = integer seconds (00-59) and DD = decimal seconds; decimal seconds are expressed as follows: D = tenths (0-9) and DD = hundredths (00-99)				
		<b>Note:</b> Time GS was generated -- HHMM				
GS06	28	<b>Group Control Number</b>	M	N0	1/9	Must use
		<b>Description:</b> Assigned number originated and maintained by the sender				
		<b>Note:</b> Sender assigned sequential number starting with 1 incremented by 1 for each transmission.				
GS07	455	<b>Responsible Agency Code</b>	M	ID	1/2	Must use
		<b>Description:</b> Code used in conjunction with Data Element 480 to identify the issuer of the standard				
		<b>Code Name</b>				
		X Accredited Standards Committee X12				

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Purchase Order - 850

GS08	480	<b>Version / Release / Industry Identifier Code</b>	M	AN	1/12	Must use
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**Description:** Code indicating the version, release, subrelease, and industry identifier of the EDI standard being used, including the GS and GE segments; if code in DE455 in GS segment is X, then in DE 480 positions 1-3 are the version number; positions 4-6 are the release and subrelease, level of the version; and positions 7-12 are the industry or trade association identifiers (optionally assigned by user); if code in DE455 in GS segment is T, then other formats are allowed

<b><u>Code</u></b>	<b><u>Name</u></b>
--------------------	--------------------

004010VICS	Draft Standards Approved for Publication by ASC X12 Procedures Review Board through October 1997
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Purchase Order - 850

# ST Transaction Set Header

Pos: 010	Max: 1
Heading - Mandatory	
Loop: N/A	Elements: 2

**User Option (Usage):** Must use

**Purpose:** To indicate the start of a transaction set and to assign a control number

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
ST01	143	<b>Transaction Set Identifier Code</b>	M	ID	3/3	Must use
		<b>Description:</b> Code uniquely identifying a Transaction Set				
		<b>Code Name</b>				
		850 Purchase Order				
ST02	329	<b>Transaction Set Control Number</b>	M	AN	4/9	Must use
		<b>Description:</b> Identifying control number that must be unique within the transaction set functional group assigned by the originator for a transaction set				

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Purchase Order - 850

# BEG Beginning Segment for Purchase Order

Pos: 020	Max: 1
Heading - Mandatory	
Loop: N/A	Elements: 5

**User Option (Usage):** Must use

**Purpose:** To indicate the beginning of the Purchase Order Transaction Set and transmit identifying numbers and dates

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
BEG01	353	<b>Transaction Set Purpose Code</b>	M	ID	2/2	Must use
		<b>Description:</b> Code identifying purpose of transaction set				
		<b>Code Name</b>				
		00 Original				
BEG02	92	<b>Purchase Order Type Code</b>	M	ID	2/2	Must use
		<b>Description:</b> Code specifying the type of Purchase Order				
		<b>Code Name</b>				
		RE Reorder				
		SA Stand-alone Order				
BEG03	324	<b>Purchase Order Number</b>	M	AN	8/8	Must use
		<b>Description:</b> Identifying number for Purchase Order assigned by the orderer/purchaser				
		<b>Note:</b> Nordstrom Purchase Order Number - 8 numeric				
BEG04	328	<b>Release Number</b>	O	AN	1/30	Not used
		<b>Description:</b> Number identifying a release against a Purchase Order previously placed by the parties involved in the transaction				
BEG05	373	<b>Date</b>	M	DT	8/8	Must use
		<b>Description:</b> Date expressed as CCYYMMDD				

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Purchase Order - 850

# CUR Currency

Pos: 040	Max: 1
Heading - Optional	
Loop: N/A	Elements: 2

**User Option (Usage):** Used

**Purpose:** To specify the currency (dollars, pounds, francs, etc.) used in a transaction

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
CUR01	98	<b>Entity Identifier Code</b>	M	ID	2/3	Must use
		<b>Description:</b> Code identifying an organizational entity, a physical location, property or an individual				
		<b>Code Name</b>				
		BY Buying Party (Purchaser)				
CUR02	100	<b>Currency Code</b>	M	ID	3/3	Must use
		<b>Description:</b> Code (Standard ISO) for country in whose currency the charges are specified				
		<b>Note:</b> Standard ISO currency values apply.				



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Purchase Order - 850

# REF Reference Identification

Pos: 050	Max: >1
Heading - Optional	
Loop: N/A	Elements: 3

**User Option (Usage):** Used**Purpose:** To specify identifying information**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
REF01	128	Reference Identification Qualifier	M	ID	2/3	Must use

**Description:** Code qualifying the Reference Identification**Code Name**

DP Department Number

**Note:***Nordstrom Department Numbers are 4 numeric with leading 0's. For example, Department 28 would be sent as 0028.*

IA Internal Vendor Number

**Note:***10 digit Nordstrom Assigned Supplier Number. Nordstrom supplier numbers are 10 digits with leading 0's (10/10 N0)*

MR Merchandise Type Code

**Note:***Nordstrom Season Code used for Ticketing*

PD Promotion/Deal Number

**Note:***Nordstrom Event Code - which may include one of the following:*

AC ANNIV CATALOG  
 AN ANNIV SALE  
 AT AFTER THANKSGVG  
 AX AFTER CHRISTMAS  
 BA BLACKLINE ANNIV  
 BE Designer International  
 CA SPRING 1 CATALOG- FEB  
 CC SPRING 2 CATALOG - MAR  
 CD APRIL CATALOG  
 CE SUMMER 1 CATALOG- APRIL  
 CF SUMMER 2 CATALOG - MAY  
 CG JUNE CATALOG  
 CH FALL 1 CATALOG - AUGUST  
 CI FALL 2 CATALOG - SEPT  
 CJ HOLIDAY GIFTS CATALOG - NOV  
 CK LUXE CATALOG - NOV  
 CL LAST MINUTE GIFTS - NOV  
 CM JANUARY 1 CATALOG  
 CN CONSIGNMENT  
 CO CUSTOMER ORDER  
 CP JANUARY 2 CATALOG  
 DB DIR DUMMY PO FOR BKORD  
 DM DEPT MAILER  
 EB BEAUTY EXCLUSIVES  
 EN EXPENSE NPG

**Code Name**

FB FALL BOOK-OCTOBER  
 GW GIFT WITH PURCHASE  
 HB HOLIDAY BOOK  
 IF INTERNET FEATURED ITEM  
 IN INTERNET-DIRECT ITEM  
 JH JUNE HALFYEARLY  
 LB LING XMAS BOOK  
 LS LINE SALE  
 MA MAGAZINE ADVERTISEMENT  
 MB MOTHER'S DAY BOOK  
 MD DEC MENS HYRLY  
 MI MAILING INSERT  
 MJ JUNE MENS HYRLY  
 NA RACK NEW ARRIVALS/TAG EVENT  
 NC NO CHARGE  
 NH NOV WMNCHILD HY  
 NS NEW STORE OPEN  
 NT NO RETAIL TESTERS  
 OR Ornaments  
 OT OPTICAL  
 PA DESIGNER PERSONAL APPEARANCE  
 PC PRICE CHANGE FOR TICKETS  
 PF PRINT FEATURED ITEM  
 PM RACK PACK AND HOLD 298  
 PS RACK PACK AND HOLD 339  
 RB RACK BULK/DC SPLIT TO STORE  
 RC RACK CATALOG  
 RE RACK BULK EVENT  
 RN RACK NEW STORE  
 RO RACK ORDER  
 RS RESERVE STOCK  
 RT RACK THANKSGIVING  
 RV RACK HOLD AND RELEASE  
 RX RACK NEW STORE BULK  
 SB SPRING BOOK  
 SD SAMPLES  
 SE SHOE EVENT  
 SM Seasonal Merchandise  
 SP NON EVENT SPECIAL PURCHASE  
 SS SPRING SALE  
 TE RETAIL TESTERS  
 TR TRUFFLES  
 TS TRUNK SHOW

QC Product Specification Document Number

**Note:**

*Pre-Mark Indicator - Nordstrom will send a value of "BULK" in the REF02 if this order is to be packed in bulk.*

*See website for further instructions on how to package merchandise for shipping -- [www.nordstromsupplier.com](http://www.nordstromsupplier.com).*

TC Vendor Terms

**Note:**

00 = Vendor pays no freight  
 01 = Vendor pays total freight  
 02 = Vendor pays 1/2 freight  
 03 = Vendor pays difference between surface and air  
 04 = Vendor pays 1/2 difference between surface and air  
 05 = Other special agreement

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Purchase Order - 850

**Code Name**

ZZ Mutually Defined

**Note:***Nordstrom PO Terms & Conditions Statement.*

REF02	127	<b>Reference Identification</b>	C	AN	1/30	Used
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**Description:** Reference information as defined for a particular Transaction Set or as specified by the Reference Identification Qualifier

REF03	352	<b>Description</b>	C	AN	1/80	Used
-------	-----	--------------------	---	----	------	------

**Description:** A free-form description to clarify the related data elements and their content

**Syntax Rules:**

1. R0203 - At least one of REF02 or REF03 is required.

**Note:**

*Nordstrom will send at least three occurrences of the REF:*

- (1) *The Nordstrom internal supplier number.*
- (2) *The Nordstrom department number.*
- (3) *A statement referring to Nordstrom's PO Terms & Conditions.*
- (4) *If sent, the Nordstrom event code for pre-ticketing purposes.*
- (5) *If sent, the Nordstrom supplier/vendor terms.*
- (6) *If sent, the Nordstrom season code for ticketing purposes.*
- (7) *If sent, the Pre-Mark indicator of 'BULK' will be sent if this order should be packed in bulk.*

09/29/2010

Purchase Order - 850

# PER Administrative Communications Contact

Pos: 060	Max: 3
Heading - Optional	
Loop: N/A	Elements: 2

User Option (Usage): Used

Purpose: To identify a person or office to whom administrative communications should be directed

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
PER01	366	<b>Contact Function Code</b>	M	ID	2/2	Must use
		<b>Description:</b> Code identifying the major duty or responsibility of the person or group named				
		<b>Code Name</b>				
		BD		Buyer Name or Department		
PER02	93	<b>Name</b>	O	AN	1/60	Used
		<b>Description:</b> Free-form name				
		<b>Note:</b> <i>Buyer's Name</i>				

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**FOB F.O.B. Related Instructions**

Pos: 080	Max: >1
Heading - Optional	
Loop: N/A	Elements: 7

**User Option (Usage):** Used**Purpose:** To specify transportation instructions relating to shipment**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
FOB01	146	<b>Shipment Method of Payment</b>	M	ID	2/2	Must use

**Description:** Code identifying payment terms for transportation charges**Note:** May include one of the following:**Code Name**

CC	Collect
CF	Collect, Freight Credited Back to Customer
DF	Defined by Buyer and Seller
MX	Mixed
PC	Prepaid but Charged to Customer
PO	Prepaid Only
PP	Prepaid (by Seller)

FOB02	309	<b>Location Qualifier</b>	C	ID	1/2	Used
-------	-----	---------------------------	---	----	-----	------

**Description:** Code identifying type of location**Note:** May include one of the following:**Code Name**

O	Office Address
AC	City and State
CA	Country of Origin
CC	Country
CI	City
CO	County/Parish and State
CS	Canadian SPLC
CY	County/Parish
DE	Destination (Shipping)
FA	Factory
FE	Freight Equalization Point
FF	Foreign Freight Forwarder Location
MI	Mill
NS	City/State from Points
OA	Origin (After Loading on Equipment)
OR	Origin (Shipping Point)
OV	On Vessel (Free On Board [FOB] point)
SP	State/Province
TL	Terminal Cargo Location
WH	Warehouse

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<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
FOB03	352	<b>Description</b> <b>Description:</b> A free-form description to clarify the related data elements and their content	O	AN	1/80	Used
FOB04	334	<b>Transportation Terms Qualifier Code</b> <b>Description:</b> Code identifying the source of the transportation terms	O	ID	2/2	Not used
FOB05	335	<b>Transportation Terms Code</b> <b>Description:</b> Code identifying the trade terms which apply to the shipment transportation responsibility	C	ID	3/3	Not used
FOB06	309	<b>Location Qualifier</b> <b>Description:</b> Code identifying type of location <b>Note:</b> <i>May include one of the following:</i>	C	ID	1/2	Used
		<b>Code Name</b>				
		O Office Address				
		AC City and State				
		CA Country of Origin				
		CC Country				
		CI City				
		CO County/Parish and State				
		CS Canadian SPLC				
		CY County/Parish				
		DE Destination (Shipping)				
		FA Factory				
		FE Freight Equalization Point				
		FF Foreign Freight Forwarder Location				
		MI Mill				
		NS City/State from Points				
		OA Origin (After Loading on Equipment)				
		OR Origin (Shipping Point)				
		OV On Vessel (Free On Board [FOB] point)				
		SP State/Province				
		TL Terminal Cargo Location				
		WH Warehouse				
FOB07	352	<b>Description</b> <b>Description:</b> A free-form description to clarify the related data elements and their content	O	AN	1/80	Used

**Syntax Rules:**

1. C0302 - If FOB03 is present, then FOB02 is required.
2. C0405 - If FOB04 is present, then FOB05 is required.
3. C0706 - If FOB07 is present, then FOB06 is required.

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# ITD Terms of Sale/Deferred Terms of Sale

Pos: 130	Max: >1
Heading - Optional	
Loop: N/A	Elements: 13

User Option (Usage): Used

Purpose: To specify terms of sale

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
ITD01	336	<b>Terms Type Code</b>	O	ID	2/2	Used
		<b>Description:</b> Code identifying type of payment terms				
		<b>Code Name</b>				
		01 Basic				
		02 End of Month (EOM)				
		05 Discount Not Applicable				
		08 Basic Discount Offered				
		12 10 Days After End of Month (10 EOM)				
ITD02	333	<b>Terms Basis Date Code</b>	O	ID	1/2	Used
		<b>Description:</b> Code identifying the beginning of the terms period				
		<b>Code Name</b>				
		3 Invoice Date				
ITD03	338	<b>Terms Discount Percent</b>	O	R	1/6	Used
		<b>Description:</b> Terms discount percentage, expressed as a percent, available to the purchaser if an invoice is paid on or before the Terms Discount Due Date				
ITD04	370	<b>Terms Discount Due Date</b>	C	DT	8/8	Not used
		<b>Description:</b> Date payment is due if discount is to be earned expressed in format CCYYMMDD				
ITD05	351	<b>Terms Discount Days Due</b>	C	N0	1/3	Used
		<b>Description:</b> Number of days in the terms discount period by which payment is due if terms discount is earned				
ITD06	446	<b>Terms Net Due Date</b>	O	DT	8/8	Not used
		<b>Description:</b> Date when total invoice amount becomes due expressed in format CCYYMMDD				
ITD07	386	<b>Terms Net Days</b>	O	N0	1/3	Used
		<b>Description:</b> Number of days until total invoice amount is due (discount not applicable)				
ITD08	362	<b>Terms Discount Amount</b>	O	N2	1/10	Not used

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<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
		<b>Description:</b> Total amount of terms discount				
ITD09	388	<b>Terms Deferred Due Date</b>	O	DT	8/8	Not used
		<b>Description:</b> Date deferred payment or percent of invoice payable is due expressed in format CCYYMMDD				
ITD10	389	<b>Deferred Amount Due</b>	C	N2	1/10	Not used
		<b>Description:</b> Deferred amount due for payment				
ITD11	342	<b>Percent of Invoice Payable</b>	C	R	1/5	Not used
		<b>Description:</b> Amount of invoice payable expressed in percent				
ITD12	352	<b>Description</b>	O	AN	1/80	Used
		<b>Description:</b> A free-form description to clarify the related data elements and their content				
ITD13	765	<b>Day of Month</b>	C	N0	1/2	Used
		<b>Description:</b> The numeric value of the day of the month between 1 and the maximum day of the month being referenced				

**Syntax Rules:**

1. L03040513 - If ITD03 is present, then at least one of ITD04, ITD05 or ITD13 is required.
2. L08040513 - If ITD08 is present, then at least one of ITD04, ITD05 or ITD13 is required.
3. L091011 - If ITD09 is present, then at least one of ITD10 or ITD11 is required.



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# DTM Date/Time Reference

Pos: 150	Max: 10
Heading - Optional	
Loop: N/A	Elements: 2

**User Option (Usage):** Used**Purpose:** To specify pertinent dates and times**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
DTM01	374	Date/Time Qualifier	M	ID	3/3	Must use

**Description:** Code specifying type of date or time, or both date and time**Code Name**

001 Cancel After

**Note:***Past Cancel*

037 Ship Not Before

**Note:***Early Ship*

DTM02	373	Date	C	DT	8/8	Used
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**Description:** Date expressed as CCYYMMDD**Syntax Rules:**

1. R020305 - At least one of DTM02, DTM03 or DTM05 is required.

**Note:**

*Nordstrom will send two occurrences of the DTM. The first occurrence will contain the Early Ship Date (037). The second occurrence will contain the Past Cancel Date (001).*

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# TD5 Carrier Details (Routing Sequence/Transit Time)

Pos: 240	Max: 12
Heading - Optional	
Loop: N/A	Elements: 4

**User Option (Usage):** Used

**Purpose:** To specify the carrier and sequence of routing and provide transit time information

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
TD501	133	<b>Routing Sequence Code</b>	O	ID	1/2	Not used
		<b>Description:</b> Code describing the relationship of a carrier to a specific shipment movement				
TD502	66	<b>Identification Code Qualifier</b>	C	ID	1/2	Not used
		<b>Description:</b> Code designating the system/method of code structure used for Identification Code (67)				
TD503	67	<b>Identification Code</b>	C	AN	2/80	Not used
		<b>Description:</b> Code identifying a party or other code				
TD504	91	<b>Transportation Method/Type Code</b>	C	ID	1/2	Used
		<b>Description:</b> Code specifying the method or type of transportation for the shipment				
		<b>Code Name</b>				
		A	Air			
		M	Motor (Common Carrier)			
		S	Ocean			

## Syntax Rules:

1. R0204050612 - At least one of TD502, TD504, TD505, TD506 or TD512 is required.

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# N1 Name

Pos: 310	Max: 1
Heading - Optional	
Loop: N1	Elements: 4

**User Option (Usage):** Used**Purpose:** To identify a party by type of organization, name, and code**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
N101	98	<b>Entity Identifier Code</b>  <b>Description:</b> Code identifying an organizational entity, a physical location, property or an individual  <b>Code Name</b> TO Message To	M	ID	2/3	Must use
N102	93	<b>Name</b>  <b>Description:</b> Free-form name	C	AN	1/60	Not used
N103	66	<b>Identification Code Qualifier</b>  <b>Description:</b> Code designating the system/method of code structure used for Identification Code (67)  <b>Code Name</b> 92 Assigned by Buyer or Buyer's Agent	C	ID	1/2	Used
N104	67	<b>Identification Code</b>  <b>Description:</b> Code identifying a party or other code <b>Note:</b> Nordstrom Assigned Vendor number used for pre-ticketing and invoicing purposes.	C	AN	10/10	Used

**Syntax Rules:**

1. R0203 - At least one of N102 or N103 is required.
2. P0304 - If either N103 or N104 is present, then the other is required.

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# PO1 Baseline Item Data

Pos: 010	Max: 1
Detail - Mandatory	
Loop: PO1	Elements: 11

**User Option (Usage):** Must use**Purpose:** To specify basic and most frequently used line item data**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
PO101	350	<b>Assigned Identification</b>  <b>Description:</b> Alphanumeric characters assigned for differentiation within a transaction set	O	AN	1/20	Used
PO102	330	<b>Quantity Ordered</b>  <b>Description:</b> Quantity ordered	C	R	1/15	Used
PO103	355	<b>Unit or Basis for Measurement Code</b>  <b>Description:</b> Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken  <b>Code Name</b> CA Case EA Each	O	ID	2/2	Used
PO104	212	<b>Unit Price</b>  <b>Description:</b> Price per unit of product, service, commodity, etc.	C	R	1/17	Used
PO105	639	<b>Basis of Unit Price Code</b>  <b>Description:</b> Code identifying the type of unit price for an item  <b>Code Name</b> PE Price per Each	O	ID	2/2	Used
PO106	235	<b>Product/Service ID Qualifier</b>  <b>Description:</b> Code identifying the type/source of the descriptive number used in Product/Service ID (234)  <b>Code Name</b> EN European Article Number (EAN) (2-5-5-1) UP U.P.C. Consumer Package Code (1-5-5-1)	C	ID	2/2	Used
PO107	234	<b>Product/Service ID</b>  <b>Description:</b> Identifying number for a product or service	C	AN	1/48	Used
PO108	235	<b>Product/Service ID Qualifier</b>  <b>Description:</b> Code identifying the type/source of the descriptive number used in Product/Service ID	C	ID	2/2	Used

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<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
		(234)				
		<b><u>Code Name</u></b>				
		VA Vendor's Style Number				
PO109	234	<b>Product/Service ID</b>	C	AN	1/48	Used
		<b>Description:</b> Identifying number for a product or service				
PO110	235	<b>Product/Service ID Qualifier</b>	C	ID	2/2	Used
		<b>Description:</b> Code identifying the type/source of the descriptive number used in Product/Service ID (234)				
		<b><u>Code Name</u></b>				
		IN Buyer's Item Number				
PO111	234	<b>Product/Service ID</b>	C	AN	1/4	Used
		<b>Description:</b> Identifying number for a product or service				
		<b>Note:</b> Nordstrom Class code for preticketing purposes				

**Syntax Rules:**

1. C0302 - If PO103 is present, then PO102 is required.
2. C0504 - If PO105 is present, then PO104 is required.
3. P0607 - If either PO106 or PO107 is present, then the other is required.
4. P0809 - If either PO108 or PO109 is present, then the other is required.
5. P1011 - If either PO110 or PO111 is present, then the other is required.

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# CTP Pricing Information

Pos: 040	Max: 1
Detail - Optional	
Loop: CTP	Elements: 3

**User Option (Usage):** Used**Purpose:** To specify pricing information**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
CTP01	687	<b>Class of Trade Code</b> <b>Description:</b> Code indicating class of trade	O	ID	2/2	Not used
CTP02	236	<b>Price Identifier Code</b> <b>Description:</b> Code identifying pricing specification  <b>Code Name</b> PRP Promotional price RES Resale	C	ID	3/3	Used
CTP03	212	<b>Unit Price</b> <b>Description:</b> Price per unit of product, service, commodity, etc.	C	R	1/17	Used

**Note:**

*Nordstrom could send up to two occurrences of the CTP. The first occurrence will contain the Resale price (RES). If sent, the second occurrence will contain the Promotional price (PRP).*

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# PID Product/Item Description

Pos: 050	Max: 1
Detail - Optional	
Loop: PID	Elements: 5

**User Option (Usage):** Used

**Purpose:** To describe a product or process in coded or free-form format

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
PID01	349	<b>Item Description Type</b>	M	ID	1/1	Must use
		<b>Description:</b> Code indicating the format of a description				
		<b>Code Name</b>				
		F		Free-form		
PID02	750	<b>Product/Process Characteristic Code</b>	O	ID	2/3	Used
		<b>Description:</b> Code identifying the general class of a product or process characteristic				
		<b>Code Name</b>				
		08		Product		
		73		Vendor color description		
		74		Vendor size description		
PID03	559	<b>Agency Qualifier Code</b>	C	ID	2/2	Used
		<b>Description:</b> Code identifying the agency assigning the code values				
		<b>Code Name</b>				
		VI		Voluntary Inter-Industry Commerce Standard (VICS) EDI		
PID04	751	<b>Product Description Code</b>	C	AN	1/12	Not used
		<b>Description:</b> A code from an industry code list which provides specific data about a product characteristic				
PID05	352	<b>Description</b>	C	AN	1/80	Used
		<b>Description:</b> A free-form description to clarify the related data elements and their content				

## Syntax Rules:

1. C0403 - If PID04 is present, then PID03 is required.
2. R0405 - At least one of PID04 or PID05 is required.

## Note:

*Nordstrom will send three occurrences of the PID. The first occurrence will contain the Product Description (08). The second occurrence will contain the Color Description (73). The third occurrence will contain the Size description (74).*

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# SAC Service, Promotion, Allowance, or Charge Information

Pos: 130	Max: 1
Detail - Optional	
Loop: SAC	Elements: 13

User Option (Usage): Used

**Purpose:** To request or identify a service, promotion, allowance, or charge; to specify the amount or percentage for the service, promotion, allowance, or charge

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
SAC01	248	<b>Allowance or Charge Indicator</b>	M	ID	1/1	Must use
		<b>Description:</b> Code which indicates an allowance or charge for the service specified				
		<b>Code Name</b>				
		N No Allowance or Charge				
SAC02	1300	<b>Service, Promotion, Allowance, or Charge Code</b>	C	ID	4/4	Not used
		<b>Description:</b> Code identifying the service, promotion, allowance, or charge				
SAC03	559	<b>Agency Qualifier Code</b>	C	ID	1/10	Used
		<b>Description:</b> Code identifying the agency assigning the code values				
		<b>Code Name</b>				
		VI Voluntary Inter-Industry Commerce Standard (VICS) EDI				
SAC04	1301	<b>Agency Service, Promotion, Allowance, or Charge Code</b>	C	AN	2/2	Used
		<b>Description:</b> Agency maintained code identifying the service, promotion, allowance, or charge				
		<b>Note:</b> TC990101 - Ticketing Service				
		HA - Hanging Service				
SAC05	610	<b>Amount</b>	O	N2	1/15	Not used
		<b>Description:</b> Monetary amount				
SAC06	378	<b>Allowance/Charge Percent Qualifier</b>	C	ID	1/1	Not used
		<b>Description:</b> Code indicating on what basis allowance or charge percent is calculated				
SAC07	332	<b>Percent</b>	C	R	1/6	Not used
		<b>Description:</b> Percent expressed as a percent				
SAC08	118	<b>Rate</b>	O	R	1/9	Not used
		<b>Description:</b> Rate expressed in the standard monetary denomination for the currency specified				
SAC09	355	<b>Unit or Basis for Measurement Code</b>	C	ID	2/2	Not used
		<b>Description:</b> Code specifying the units in which a				



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<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
		value is being expressed, or manner in which a measurement has been taken				
SAC10	380	<b>Quantity</b> <b>Description:</b> Numeric value of quantity	C	R	1/15	Not used
SAC11	380	<b>Quantity</b> <b>Description:</b> Numeric value of quantity	O	R	1/15	Not used
SAC12	331	<b>Allowance or Charge Method of Handling Code</b> <b>Description:</b> Code indicating method of handling for an allowance or charge	O	ID	2/2	Not used
SAC13	127	<b>Reference Identification</b> <b>Description:</b> Reference information as defined for a particular Transaction Set or as specified by the Reference Identification Qualifier <b>Note:</b> <i>Ticketing Code as defined in Nordstrom Supplier Compliance Manual.</i> <i>Hanger Type as defined in the Nordstrom Supplier Compliance Manual.</i>	C	AN	1/30	Used

**Syntax Rules:**

1. R0203 - At least one of SAC02 or SAC03 is required.
2. P0304 - If either SAC03 or SAC04 is present, then the other is required.
3. P0607 - If either SAC06 or SAC07 is present, then the other is required.
4. P0910 - If either SAC09 or SAC10 is present, then the other is required.
5. C1110 - If SAC11 is present, then SAC10 is required.
6. L130204 - If SAC13 is present, then at least one of SAC02 or SAC04 is required.

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# SDQ Destination Quantity

Pos: 190	Max: 500
Detail - Optional	
Loop: PO1	Elements: 22

**User Option (Usage):** Used**Purpose:** To specify destination and quantity detail**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
SDQ01	355	<b>Unit or Basis for Measurement Code</b>  <b>Description:</b> Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken  <b>Code Name</b> EA Each	M	ID	2/2	Must use
SDQ02	66	<b>Identification Code Qualifier</b>  <b>Description:</b> Code designating the system/method of code structure used for Identification Code (67)  <b>Code Name</b> 92 Assigned by Buyer or Buyer's Agent	O	ID	1/2	Not used
SDQ03	67	<b>Identification Code</b>  <b>Description:</b> Code identifying a party or other code <b>Note:</b> Nordstrom Store Numbers are 4 numeric with leading 0's. For example, Store 1 would be sent as 0001.  <i>When the SDQ is followed by an N1 segment with the ST qualifier, use the value in the N102 as the DC/Store shipping location. All merchandise for the stores listed on the SDQ should be shipped to the DC/Store specified on the N1.</i>  <i>When the SDQ is not followed by an N1 segment with an ST qualifier, look up the store provided on the SDQ in the Store/DC table provided in the Supplier Compliance manual to determine the DC shipping location.</i>	M	AN	4/4	Must use
SDQ04	380	<b>Quantity</b>  <b>Description:</b> Numeric value of quantity	M	R	1/15	Must use
SDQ05	67	<b>Identification Code</b>  <b>Description:</b> Code identifying a party or other code	C	AN	4/4	Used
SDQ06	380	<b>Quantity</b>  <b>Description:</b> Numeric value of quantity	C	R	1/15	Used
SDQ07	67	<b>Identification Code</b>	C	AN	4/4	Used

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<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
		<b>Description:</b> Code identifying a party or other code				
SDQ08	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				
SDQ09	67	<b>Identification Code</b>	C	AN	4/4	Used
		<b>Description:</b> Code identifying a party or other code				
SDQ10	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				
SDQ11	67	<b>Identification Code</b>	C	AN	4/4	Used
		<b>Description:</b> Code identifying a party or other code				
SDQ12	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				
SDQ13	67	<b>Identification Code</b>	C	AN	4/4	Used
		<b>Description:</b> Code identifying a party or other code				
SDQ14	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				
SDQ15	67	<b>Identification Code</b>	C	AN	4/4	Used
		<b>Description:</b> Code identifying a party or other code				
SDQ16	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				
SDQ17	67	<b>Identification Code</b>	C	AN	4/4	Used
		<b>Description:</b> Code identifying a party or other code				
SDQ18	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				
SDQ19	67	<b>Identification Code</b>	C	AN	4/4	Used
		<b>Description:</b> Code identifying a party or other code				
SDQ20	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				
SDQ21	67	<b>Identification Code</b>	C	AN	4/4	Used
		<b>Description:</b> Code identifying a party or other code				
SDQ22	380	<b>Quantity</b>	C	R	1/15	Used
		<b>Description:</b> Numeric value of quantity				

**Syntax Rules:**

1. P0506 - If either SDQ05 or SDQ06 is present, then the other is required.
2. P0708 - If either SDQ07 or SDQ08 is present, then the other is required.

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3. P0910 - If either SDQ09 or SDQ10 is present, then the other is required.
4. P1112 - If either SDQ11 or SDQ12 is present, then the other is required.
5. P1314 - If either SDQ13 or SDQ14 is present, then the other is required.
6. P1516 - If either SDQ15 or SDQ16 is present, then the other is required.
7. P1718 - If either SDQ17 or SDQ18 is present, then the other is required.
8. P1920 - If either SDQ19 or SDQ20 is present, then the other is required.
9. P2122 - If either SDQ21 or SDQ22 is present, then the other is required.

**Note:**

*An SDQ segment can hold up to 10 locations. When the PO has more than 10 locations, additional SDQ segments will be sent.*

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# N1 Name

Pos: 350	Max: 1
Detail - Optional	
Loop: N1	Elements: 2

**User Option (Usage):** Used**Purpose:** To identify a party by type of organization, name, and code**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
N101	98	<b>Entity Identifier Code</b>	M	ID	2/3	Must use
		<b>Description:</b> Code identifying an organizational entity, a physical location, property or an individual				
		<b>Code Name</b>				
		ST Ship To				
N102	93	<b>Name</b>	C	AN	4/4	Used

**Description:** Free-form name

**Note:** Nordstrom Store/DC numbers are 4 numeric with leading 0's. For example, DC 89 would be sent as 0089.

**Syntax Rules:**

1. R0203 - At least one of N102 or N103 is required.

**Note:**

Nordstrom will send the N1 segment only if the 'ship to' location is different than defined in the Nordstrom Routing Guide.

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# CTT Transaction Totals

Pos: 010	Max: 1
Summary - Optional	
Loop: CTT	Elements: 1

**User Option (Usage):** Used**Purpose:** To transmit a hash total for a specific element in the transaction set**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
CTT01	354	Number of Line Items	M	N0	1/6	Must use

**Description:** Total number of line items in the transaction set**Syntax Rules:**

1. P0304 - If either CTT03 or CTT04 is present, then the other is required.
2. P0506 - If either CTT05 or CTT06 is present, then the other is required.

**Note:***The number of PO1 segments present in the transaction set.*

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# SE Transaction Set Trailer

Pos: 030	Max: 1
Summary - Mandatory	
Loop: N/A	Elements: 2

**User Option (Usage):** Must use**Purpose:** To indicate the end of the transaction set and provide the count of the transmitted segments (including the beginning (ST) and ending (SE) segments)**Element Summary:**

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
SE01	96	<b>Number of Included Segments</b>	M	N0	1/10	Must use
		<b>Description:</b> Total number of segments included in a transaction set including ST and SE segments				
SE02	329	<b>Transaction Set Control Number</b>	M	AN	4/9	Must use
		<b>Description:</b> Identifying control number that must be unique within the transaction set functional group assigned by the originator for a transaction set				

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# GE Functional Group Trailer

Pos:	Max: 1
Not Defined - Mandatory	
Loop: N/A	Elements: 2

**User Option (Usage):** Used

**Purpose:** To indicate the end of a functional group and to provide control information

## Element Summary:

<u>Ref</u>	<u>Id</u>	<u>Element Name</u>	<u>Req</u>	<u>Type</u>	<u>Min/Max</u>	<u>Usage</u>
GE01	97	<b>Number of Transaction Sets Included</b>	M	N0	1/6	Must use
		<b>Description:</b> Total number of transaction sets included in the functional group or interchange (transmission) group terminated by the trailer containing this data element				
GE02	28	<b>Group Control Number</b>	M	N0	1/9	Must use
		<b>Description:</b> Assigned number originated and maintained by the sender				



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# IEA Interchange Control Trailer

Pos:	Max: 1
Not Defined - Mandatory	
Loop: N/A	Elements: 2

User Option (Usage): Used

Purpose: To define the end of an interchange of zero or more functional groups and interchange-related control segments

## Element Summary:

Ref	Id	Element Name	Req	Type	Min/Max	Usage
IEA01	I16	Number of Included Functional Groups	M	NO	1/5	Must use
<p><b>Description:</b> A count of the number of functional groups included in an interchange</p>						
IEA02	I12	Interchange Control Number	M	NO	9/9	Must use
<p><b>Description:</b> A control number assigned by the interchange sender</p>						

## Note:

### EXAMPLES

PO example ship to DC:

```

ISA*00*      *00*      *01*007942915  *01*999999999  *100330*1529*U*00401*000007030*0*P*>~
GS*PO*007942915*999999999*20100330*1529*2802*X*004010VICS~
ST*850*000005018~
BEG*00*SA*13655555**20100330~
CUR*BY*USD~
REF*DP*0085~
REF*IA*099999999~
REF*TC*02*VENDOR PAYS 1/2 FREIGHT~
REF*MR*003~
REF*ZZ**ALL NORDSTROM P.O. TERMS & CONDITIONS APPLY SEE WWW.NORDSTROMSUPPLIER.COM~
PER*BD*NATL SPECIAL OCCASION DRESS~
FOB*CC*FA*FACTORY**FA*FACTORY~
ITD*12*3*17.2*****8%+10% 10 EOM*10~
DTM*001*20100408~
DTM*037*20100401~
TD5***M~
N1*TO**92*0000111111~
PO1*1*31*EA*109*PE*UP*799999999999*VA*012ZZZ*IN*0~
CTP**RES*218~
PID*F*08*VI**GOWN~
PID*F*73*VI**BLUE~
PID*F*74*VI**4~
SAC*N**VI*TC990101*****NH01~
SDQ*EA*92*0010*1*0732*1*0232*1*0223*1*0037*1*0225*1*0722*1*0222*1*0221*1*0034*1~
SDQ*EA*92*0239*1*0730*1*0731*1*0343*1*0320*1*0380*1*0322*1*0386*1*0360*1*0421*1~
SDQ*EA*92*0425*1*0750*1*0629*1*0751*1*0635*1*0227*1*0531*1*0773*1*0774*1*0760*1~
SDQ*EA*92*0765*1~
PO1*2*48*EA*109*PE*UP*799999999999*VA*012ZZZ*IN*0~
CTP**RES*218~
PID*F*08*VI**GOWN~
PID*F*73*VI**BLUE~
PID*F*74*VI**6~
SAC*N**VI*TC990101*****NH01~
SDQ*EA*92*0010*1*0223*1*0232*1*0230*1*0034*1*0723*2*0226*1*0037*1*0221*1*0730*1~
SDQ*EA*92*0731*1*0722*1*0222*1*0238*1*0239*1*0732*1*0380*1*0386*1*0343*1*0322*1~
SDQ*EA*92*0320*1*0360*1*0421*1*0425*1*0531*1*0534*2*0750*1*0237*1*0527*1*0523*2~
    
```

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SDQ\*EA\*92\*0526\*1\*0622\*1\*0227\*1\*0631\*2\*0635\*1\*0637\*1\*0629\*1\*0751\*1\*0774\*2\*0773\*2~  
 SDQ\*EA\*92\*0765\*1\*0760\*1~  
 PO1\*3\*56\*EA\*109\*PE\*UP\*799999999992\*VA\*012ZZZ\*IN\*0~  
 CTP\*\*RES\*218~  
 PID\*F\*08\*VI\*\*GOWN~  
 PID\*F\*73\*VI\*\*BLUE~  
 PID\*F\*74\*VI\*\*8~  
 SAC\*N\*\*VI\*TC990101\*\*\*\*\*NH01~  
 SDQ\*EA\*92\*0010\*1\*0239\*1\*0731\*1\*0223\*1\*0732\*1\*0222\*1\*0225\*2\*0226\*1\*0722\*1\*0034\*2~  
 SDQ\*EA\*92\*0723\*1\*0037\*1\*0230\*2\*0232\*1\*0238\*2\*0221\*2\*0730\*1\*0380\*2\*0320\*2\*0386\*1~  
 SDQ\*EA\*92\*0322\*2\*0343\*1\*0360\*1\*0425\*2\*0421\*1\*0631\*1\*0750\*1\*0523\*1\*0237\*2\*0635\*1~  
 SDQ\*EA\*92\*0637\*2\*0227\*1\*0629\*1\*0534\*1\*0527\*1\*0531\*1\*0622\*2\*0526\*2\*0751\*1\*0774\*1~  
 SDQ\*EA\*92\*0760\*1\*0765\*1\*0773\*1~  
 PO1\*4\*50\*EA\*109\*PE\*UP\*799999999993\*VA\*012ZZZ\*IN\*0~  
 CTP\*\*RES\*218~  
 PID\*F\*08\*VI\*\*GOWN~  
 PID\*F\*73\*VI\*\*BLUE~  
 PID\*F\*74\*VI\*\*10~  
 SAC\*N\*\*VI\*TC990101\*\*\*\*\*NH01~  
 SDQ\*EA\*92\*0010\*1\*0723\*1\*0731\*2\*0037\*1\*0226\*2\*0034\*1\*0239\*2\*0722\*1\*0732\*2\*0222\*1~  
 SDQ\*EA\*92\*0230\*2\*0232\*2\*0223\*1\*0238\*1\*0225\*1\*0730\*1\*0380\*1\*0343\*1\*0322\*1\*0360\*2~  
 SDQ\*EA\*92\*0320\*1\*0386\*1\*0425\*1\*0421\*1\*0622\*1\*0527\*2\*0531\*1\*0534\*1\*0526\*1\*0751\*1~  
 SDQ\*EA\*92\*0629\*1\*0227\*1\*0237\*2\*0523\*1\*0635\*1\*0750\*2\*0773\*1\*0765\*1\*0774\*1\*0760\*1~  
 PO1\*5\*40\*EA\*109\*PE\*UP\*799999999994\*VA\*012ZZZ\*IN\*0~  
 CTP\*\*RES\*218~  
 PID\*F\*08\*VI\*\*GOWN~  
 PID\*F\*73\*VI\*\*BLUE~  
 PID\*F\*74\*VI\*\*12~  
 SAC\*N\*\*VI\*TC990101\*\*\*\*\*NH01~  
 SDQ\*EA\*92\*0010\*1\*0232\*1\*0730\*1\*0731\*1\*0226\*1\*0239\*1\*0732\*1\*0230\*1\*0221\*1\*0238\*1~  
 SDQ\*EA\*92\*0225\*1\*0723\*1\*0722\*1\*0034\*1\*0222\*1\*0360\*1\*0322\*1\*0320\*1\*0386\*1\*0343\*1~  
 SDQ\*EA\*92\*0421\*1\*0425\*1\*0751\*1\*0635\*1\*0526\*1\*0527\*1\*0622\*1\*0531\*1\*0637\*1\*0631\*1~  
 SDQ\*EA\*92\*0629\*1\*0237\*1\*0750\*1\*0523\*1\*0534\*1\*0227\*1\*0765\*1\*0760\*1\*0774\*1\*0773\*1~  
 PO1\*6\*25\*EA\*109\*PE\*UP\*799999999995\*VA\*012ZZZ\*IN\*0~  
 CTP\*\*RES\*218~  
 PID\*F\*08\*VI\*\*GOWN~  
 PID\*F\*73\*VI\*\*BLUE~  
 PID\*F\*74\*VI\*\*14~  
 SAC\*N\*\*VI\*TC990101\*\*\*\*\*NH01~  
 SDQ\*EA\*92\*0221\*1\*0722\*1\*0037\*1\*0223\*1\*0238\*1\*0723\*1\*0730\*1\*0343\*1\*0386\*1\*0380\*1~  
 SDQ\*EA\*92\*0421\*1\*0629\*1\*0751\*1\*0523\*1\*0526\*1\*0531\*1\*0534\*1\*0637\*1\*0527\*1\*0635\*1~  
 SDQ\*EA\*92\*0227\*1\*0622\*1\*0631\*1\*0765\*1\*0760\*1~  
 CTT\*6~  
 SE\*78\*000005018~  
 GE\*1\*2802~  
 IEA\*1\*000007030~

Example PO ship direct to store:

ISA\*00\* \*00\* \*01\*007942915 \*01\*999999999 \*100401\*1531\*U\*00401\*000007137\*0\*P\*>~  
 GS\*PO\*007942915\*999999999\*20100401\*1531\*1497\*X\*004010VICS~  
 ST\*850\*000002871~  
 BEG\*00\*SA\*13444444\*\*20100401~  
 CUR\*BY\*USD~  
 REF\*DP\*0222~  
 REF\*IA\*0888888888~  
 REF\*PD\*TS\*TRUNK SHOW~  
 REF\*TC\*00\*VENDOR PAYS NO FREIGHT~  
 REF\*MR\*003~  
 REF\*ZZ\*\*ALL NORDSTROM P.O.TERMS & CONDITIONS APPLY SEE WWW.NORDSTROMSUPPLIER.COM~  
 PER\*BD\*NATIONAL TREATMENT 6~

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FOB\*CC\*FA\*FACTORY\*\*\*FA\*FACTORY~  
ITD\*05\*3\*\*\*\*\*30\*\*\*\*\*NET 30 DAYS~  
DTM\*001\*20100415~  
DTM\*037\*20100401~  
TD5\*\*\*M~  
N1\*TO\*\*92\*0000999999~  
PO1\*1\*144\*EA\*24.9\*PE\*UP\*77333999999\*VA\*ZZZZ\*IN\*0~  
CTP\*\*RES\*41.5~  
PID\*F\*08\*VI\*\*NORD 10 LINED LASH~  
PID\*F\*73\*VI\*\*SHADE01~  
PID\*F\*74\*VI\*\*NO SIZE~  
SAC\*N\*VI\*TC990101\*\*\*\*\*NJ01~  
SDQ\*EA\*92\*0430\*144~  
N1\*ST\*0430~  
CTT\*1~  
SE\*26\*000002871~  
GE\*1\*1497~  
IEA\*1\*000007137~