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*Attorneys for Individual and Representative Plaintiffs*  
*Gina Balasanyan and Nune Nalbandian*

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[CAPTION PAGE CONTINUED]

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

6 GINO MARAVENTANO,  
7 NEESHA KURJI,

8 Plaintiffs,

9 vs.

10 NORDSTROM, INC., a Washington  
11 corporation; DOES 1-100, inclusive,

12 Defendants.  
13

14 Gina BALASANYAN, an  
15 individual, and Nune  
16 NALBANDIAN, an individual, on  
behalf of themselves and all others  
similarly situated,

17 Plaintiffs,  
18

19 vs.

20 NORDSTROM, INC., a Washington  
21 corporation; DOES 1-100, inclusive  
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**Master Case No. 10-cv-2671 JM (JLB)**

*Honorable Jeffrey Miller*

**STATUS OF CLAIMS  
ADMINISTRATION AND NOTICE  
PROCEDURES, AND REQUEST FOR  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, FINAL  
AWARD OF CLASS COUNSELS'  
ATTORNEY FEES AND NAMED  
PLAINTIFFS' INCENTIVE AWARDS  
IN ACCORDANCE WITH THE ORDER  
OF PRELIMINARY APPROVAL OF  
AUGUST 11, 2014; DECLARATIONS  
OF KATHRYN LEE BOYD, MATHEW  
ARCHBOLD, MAXIM VAYNEROV  
AND AMANDA MYETTE IN SUPPORT  
THEREOF**

Date: December 15, 2014

Time: 10:00 a.m.

Courtroom: 5D

## MEMORANDUM OF POINTS AND AUTHORITIES

### **I. INTRODUCTION**

On August 11, 2014 the Court granted preliminary approval of the proposed settlement reached in the consolidated class actions, *Maraventano, et al. v. Nordstrom*, Case No. 10-CV-02671-JM (“Maraventano Action”) and *Balasanyan, et al. v. Nordstrom*, Case No. 11-CV-02609-JM (“Balasanyan Action”) (collectively the “Action”), which allege, among other claims, violation of minimum wage laws under California Labor Code (“Labor Code”) against defendant Nordstrom, Inc. (“Nordstrom” or “Defendant”) (hereinafter the “Stipulated Settlement”). (Dkt. No. 162; *See* Declaration of Matthew F. Archbold in Support of Final Approval of Class Action Settlement (Archbold Decl.”), at Exhibit A.) In addition, the Court scheduled a Settlement Hearing on December 15, 2014 “to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Stipulation is fair, adequate and reasonable and should be finally approved by the Court; whether a Judgment, as provided in the Stipulation, should be entered herein; whether the plan of allocation contained in the Stipulation should be approved as fair, adequate and reasonable to the Settlement Class Members; and to finally approve Class Counsel’s Fees Award and Cost Award, and the Named Plaintiffs’ Incentive Awards.” (Archbold Decl., Ex. A at ¶ 13.) All papers in support of the Settlement were to be filed no later than five (5) Court days before the Settlement Hearing. (Archbold Decl., Ex. A at ¶ 18)

In accordance with the Court’s Order of August 11, 2014, the Parties<sup>1</sup> hereby submit a status of the claims administration and notice procedure, and seek final approval of the Settlement.

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<sup>1</sup> Plaintiffs Gina Balasanyan, Nune Nalbandian, Gino Maraventano, Neesha Kurji (collectively “Named Plaintiffs”) and Nordstrom are hereinafter referred to collectively as the “Parties.”

## II. PRELIMINARY APPROVAL

On August 11, 2014, the Court granted Named Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Conditional Certification of Class for Settlement Purposes, and Preliminary Approval of Class Counsel's Attorney Fees and Plaintiff Enhancement. (Archbold Decl., Ex. A.) The Court preliminarily approved the proposed Settlement as "fair, adequate and reasonable" including the monetary settlement awards and the Voucher Award provided to Settlement Class Members. (Archbold Decl., Ex. A at ¶ 2.) The Court further ordered that the Parties conducted sufficient discovery and investigation in order to reasonably evaluate their respective positions, and "...that the Settlement was reached as the result of intensive, serious and non-collusive, arms-length negotiations." (Archbold Decl., Ex. A at ¶ 2.)

The Court also approved Named Plaintiffs as Class Representatives; approved Deason & Archbold, Barnhill & Vaynerov LLP, and Schwarcz, Rimberg, Boyd & Rader, LLP as Class Counsel; and approved the form of the notice, notice procedures and claim administrator. (Archbold Decl., Ex. A at ¶¶ 4, 5, 14, 15, 16 & 17.) The Court went on to approve an attorney Fees Award in the amount of \$2,300,000.00; Incentive Awards to the four Named Plaintiffs in the amount of \$50,000.00 total; Settlement Administration Costs up to \$150,000.00; and Class Counsel Costs up to \$50,000.00. (Archbold Decl., Ex. A at ¶¶ 7-10.)

## III. CRITERIA FOR FINAL SETTLEMENT APPROVAL

Approval of class settlements typically involves the following two-step procedure: (1) preliminary approval of the proposed settlement and of the Notice that is sent to all class members; and (2) a final fairness hearing, at which class members who do not opt out may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy and reasonableness of the settlement may be presented. *See In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991); *Manual for Complex Litigation*, § 20.212 (3rd Ed. 1995); Newberg on

1 Class Actions, §§ 11.24, 11.25 (4th Ed. 1992). These procedures assure class  
 2 members full protection of procedural due process safeguards, and enable the court  
 3 to fulfill its role as the guardian of the class interests.

4 Having given its preliminary approval to the Stipulated Settlement, the Court  
 5 must now conduct a final fairness hearing, at which the Court may obtain all  
 6 information relevant to its evaluation. *See* Newberg at §§ 11.24, 11.25. Approval  
 7 of the proposed settlement rests in the sound exercise of the court's discretion. *See*  
 8 *City Partnership Co. v. Atlantic Acquisition Ltd. Partnership* 100 F.3d 1041, 1045  
 9 (1st Cir. 1996); *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008)  
 10 (strong judicial policy favors settlements particularly where class action litigation is  
 11 concerned). Although Rule 23(e) authorizes the court to approve or reject a  
 12 settlement, it "does not authorize the court to require the parties to accept a  
 13 settlement to which they have not agreed." *Evans v. Jeff D.*, 475 US 717, 726, 106  
 14 S. Ct. 1531, 1537 (1986); *Molski v. Gleich* 318 F3d 937, 946 (9th Cir. 2003)  
 15 (district court cannot unilaterally modify provisions of a consent decree through its  
 16 order approving the decree).

17 Some of the factors the Court should consider in granting final approval are:  
 18 the risk, expense, complexity, and likely duration of further litigation; the risk of  
 19 maintaining class action status through trial and upon appeal; the amount offered in  
 20 settlement; the extent of discovery completed and the stage of the proceedings; the  
 21 experience and views of counsel; and the reaction of the class members to the  
 22 settlement. *See Officers for Justice v. Civil Service Comm.*, 688 F.2d 615, 624 (9th  
 23 Cir. 1982). Except for the "reaction of the class members to the settlement," which  
 24 is discussed below, Named Plaintiffs have briefed these issues in their Motion for  
 25 Preliminary Approval and received the approval of this Court. Since none of the  
 26 previously briefed factors have changed as of the date of the Court's preliminary  
 27 approval of the Stipulated Settlement, they will not be addressed herein. However,  
 28 they are augmented, as discussed below, by the status of the claims administration

1 and the favorable reaction of class members.

#### 2 **IV. STATUS OF CLAIMS ADMINISTRATION AND NOTICE**

3 The Court appointed Rust Consulting, Inc. (“Rust”) as the Claims  
 4 Administrator, and tasked it with, among other things, mailing Notice of the  
 5 Stipulated Settlement to Class Members. (Archbold Decl., Ex. A at ¶ 15;  
 6 Declaration of Amanda Myette (“Myette Decl.”), ¶ 3.) Rust obtained a P.O. Box  
 7 address to receive all mailings related to the Notice, as well as a telephone number  
 8 that Class Members could utilize for questions or concerns. (Myette Decl., ¶¶ 3-4.)  
 9 In addition, Class Counsel answered numerous calls from Class Members regarding  
 10 the contours of the Stipulated Settlement. (Archbold Decl., ¶ 10; Declaration of  
 11 Kathryn Lee Boyd (“Boyd Decl.”), ¶ 8; Declaration of Maxim Vaynerov  
 12 (“Vaynerov Decl.”), ¶ 12.)

13 Pursuant to the Court’s Order granting Preliminary Approval of the  
 14 Settlement, and the terms of the Settlement Stipulation, the Notice and Opt In and  
 15 Claim Forms were sent to all Settlement Class Members *via* U.S. Mail on  
 16 September 22, 2014. (Myette Decl., ¶ 9.) The terms of the Settlement Agreement  
 17 and the Notice require that any timely claims, objections, and/or opt-outs must be  
 18 either postmarked, or delivered by hand to the Claims Administrator by November  
 19 21, 2014. (Myette Decl., ¶ 9.)

20 As of December 4, 2014, no Class Member filed/served an objection to the  
 21 Stipulated Settlement. (Myette Decl., ¶ 14.) The Claims Administrator has  
 22 received a total of 11,035 valid Claim Forms from the 40,875 Class Members,  
 23 which represents 27% of the Settlement Class. (Myette Decl., ¶ 12.) The Claims  
 24 Administrator has also received a total of 346 exclusions from the Stipulated  
 25 Settlement. (Myette Decl., ¶ 13.)

26 ///

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**V. THE 50% PAYOUT FLOOR HAS INCREASED PARTICIPATING CLASS MEMBER TOTAL RECOVERY**

This is a claims made settlement. To the extent a Settlement Class Member did not timely submit a Valid Claim pursuant to the procedures outlined in Stipulated Settlement, their unclaimed share will be retained by Defendant. (Dkt. No. 158-2, pp. 21-23, §§ F.5, F.6.) However, although this Settlement is claims made, the Parties have agreed that Nordstrom will pay at least 50% of the Voucher Award and Gross Monetary Settlement Fund, which equate to approximately \$1,300,000.00 and \$1,350,000.00 respectively, to Participating Class Members. (Dkt. No. 158-2, pp. 22-24, §§ F.5(b), F.6(b).)

**A. Supplemental Monetary Settlement Amount**

As set forth generally above, Nordstrom will pay at least 50% of the Gross Monetary Settlement Fund based on the cumulative total of the following amounts: Individual Monetary Settlement Amount payments to Participating Settlement Class Members, Incentive Awards, Claims Administrator Costs, payroll taxes as applicable, and Private Attorney General Act penalties. (Dkt. No. 158-2, pp. 24, § F.6(b)) Any amount unclaimed up to 50% (thus, up to \$1,300,000.00) will be Monetary Payout Deficiency.

In this case, the 11,035 Class Members who submitted a complete and timely postmarked Claim Form claim approximately \$1,177,848 of the Gross Monetary Settlement Fund. (Myette Decl., ¶ 12.) This amount, along with the administration fees of \$150,000, the Incentive Awards of \$50,000, and the PAGA penalties payment of \$10,000 result in \$1,387,848, or approximately 51.40% of the Gross Monetary Settlement Fund. (Myette Decl., ¶ 12.) Thus, no Supplemental Monetary Settlement Amount will be apportioned to Participating Settlement Class Members.

**B. Supplemental Voucher Award**

Parties have also agreed that Nordstrom will pay at least 50% of the Voucher Award — i.e., one million three hundred thousand dollars (\$1,300,000) in



merchandise vouchers — to Participating Settlement Class Members. If the cumulative total of Voucher Awards actually claimed from Voucher Payout Funds “A” and “B” is less than \$1,300,000, the difference between the cumulative total of the Voucher Awards actually claimed and \$1,300,000 will be the Voucher Award Deficiency. The Voucher Award Deficiency, if any, will be divided by the cumulative total number of Participating Settlement Class Members eligible for a voucher from either Voucher Payout Fund “A” or “B”, which will be the Voucher Award Deficiency Amount. The Voucher Award Deficiency Amount will then be added equally as a set flat-rate supplemental amount to each individual voucher payment for each Participating Settlement Class Member. (Dkt. No. 158-2, pp. 21-23, §§ F.5(b).)

In this case, \$749,310.00 in vouchers from Voucher Payout Fund “A”<sup>2</sup> and “B”<sup>3</sup> were claimed by the 11,035 Participating Settlement Class Members. This means that the Voucher Award Deficiency Amount would be \$550,690 (i.e., \$1,300,000 - \$749,310). The Voucher Payout Fund “A” voucher was initially set at \$65 (based on dividing \$2,270,840 by the total number of Settlement Class Members eligible to receive a Voucher Payout Fund “A” voucher) and the Voucher Payout Fund “B” voucher was initially set at \$135 (based on dividing \$329,160 by the total number of Settlement Class Members eligible to receive a Voucher Payout Fund “B” voucher). Therefore, the final amount of the voucher to be delivered to Participating Settlement Class Members eligible for a Voucher Payout Fund “A” voucher is \$115.00 (i.e., \$65 + \$49.90 rounded to the nearest dollar) and the final amount of the voucher delivered to Participating Settlement Class Members eligible for a Voucher Payout Fund “B” voucher would be \$185.00 (i.e., \$135 + \$49.90 rounded to the nearest dollar). (Archbold Decl., ¶ 13.)

<sup>2</sup> \$545,820 is claimed from Voucher Payout Fund “A.” (Myette Decl., ¶ 12.)

<sup>3</sup> \$203,490 is claimed from Voucher Payout Fund “B.” (Myette Decl., ¶ 12.)



## VI. CONCLUSION/REQUEST FOR FINAL APPROVAL

This settlement was reached following several months of pre-settlement investigation, numerous settlement discussions between the parties, extensive production of documents, mediation before an extremely well qualified mediator, and a considerable voluntary exchange of information. The settlement negotiations have been, at all times, adversarial and non-collusive in nature. (Archbold Decl., ¶3.) Based on the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class action status through trial and upon appeal, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings; the experience and views of counsel, and the overwhelmingly positive reaction of the class members to this settlement, final approval should be granted.

Pursuant to the Court's order of Preliminary Approval, reasonable and adequate attempts have been made by the Claims Administrator to notify all the class members of the proposed settlement. After such notification, no class members have filed/served any objections to the proposed settlement. Other than the issues discussed above, Class Counsels' concurrently filed declarations regarding total costs<sup>4</sup> and additional attorneys' fees incurred since the Court's August 11, 2014 Order, and the Declaration of Amanda Myette of Rust, Named Plaintiffs and Class Counsel submit on their previous pleadings (Dkt. No. 158) and request that the Court issue the Judgment lodged concurrently herewith.

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<sup>4</sup> Per the Court's August 11, 2014 Order, Class Counsel are to be awarded their costs up to \$50,000.00. (Archbold Decl., Ex. A at ¶ 8.) However, the aggregate costs incurred by all Class Counsel are \$52,087.25 (Deason & Archbold 12,620.17 (24.23 %); Barnhill & Vaynerov LLP \$2,979.76 (5.72 %); Schwarcz, Rimberg, Boyd & Rader LLP \$36,487.32 (70.05 %)). (Boyd Decl., ¶ 8; Archbold Decl., ¶ 11; Vaynerov Decl., ¶ 13.) Class Counsel request a pro-rata award of the \$50,000 to each Class Counsel as follows: \$12,115.00 to Deason & Archbold; \$2,860.00 to Barnhill & Vaynerov LLP; and \$35,025.00 to Schwarcz, Rimberg, Boyd & Rader LLP.

1  
2 Dated: December 4, 2014

**DEASON & ARCHBOLD**

3  
4 By: /s/ Matthew F. Archbold  
Matthew F. Archbold  
Attorneys for Individual and  
Representative Plaintiffs Gino  
Maraventano and Neesha Kurji  
5  
6

7 Dated: December 4, 2014

**SCHWARCZ, RIMBERG, BOYD &  
RADER, LLP**

8  
9 By: /s/ Kathryn Lee Boyd  
Kathryn Lee Boyd, Esq.  
Attorneys for Individual and  
Representative Plaintiffs Gina  
Balasanyan and Nune Nalbandian  
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[Counsel Listed on Next Page]

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

Case No.: 10-cv-2671 JM (WMc)

GINO MARAVENTANO; and NEESHA  
KURJI,

Plaintiffs,

v.

NORDSTROM, INC., a Washington  
Corporation; and DOES 1 through 10, inclusive,

Defendants.

**DECLARATION OF AMANDA MYETTE**

GINA BALASANYAN, an individual, and  
NUNE NALBANDIAN, an individual, on behalf  
of themselves and all others similarly situated,

Plaintiffs,

v.

NORDSTROM, INC., a Washington  
Corporation; and DOES 1 through 10, inclusive,

Defendants.

DECLARATION OF AMANDA MYETTE

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15 JOSHUA D. LEVINE, ESQ

16 **LITTLER MENDELSON, P.C.**

17 501 West Broadway, Suite 900

18 San Diego, California 92101

19 Attorneys for Defendant

1 I, Amanda Myette, declare as follows:

2 1. I am a Project Manager for Rust Consulting, Inc. ("Rust"). My business address is  
3 625 Marquette Avenue, Suite 880, Minneapolis, Minnesota 55402-2469. My telephone number is  
4 (612) 359-2022. I am over twenty-one years of age and am authorized to make this declaration on  
5 behalf of Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in  
7 class action settlements involving antitrust, securities fraud, property damage, employment  
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We  
9 have provided notification and/or claims administration services in more than 4,500 cases. Of  
10 these, more than 1,700 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants  
12 (collectively the "Parties") to provide notification services in the *Gino Maraventano/Neesha*  
13 *Kurji/Gina Balasanyan & Nune Nalbandian v. Nordstrom, Inc.* Settlement (the "Settlement").  
14 Duties included: a) preparing, printing and mailing of the *Notice of Class Action Settlement*  
15 ("Notice"), *Claim Form* ("Claim Form"), and *Class Action Opt Out Form* ("Exclusion Form")  
16 (collectively known as the "Class Notice"); b) receiving and reviewing Claim Forms submitted by  
17 Class Members; c) tracking of Exclusion Forms; d) drafting and mailing Settlement Award checks  
18 to Class Members; and e) for such other tasks as the Parties mutually agree or the Court orders  
19 Rust to perform.

20 4. Rust obtained a mailing address of Nordstrom, Inc. Claims Administrator, c/o Rust  
21 Consulting, Inc. - 4421, P.O. Box 1959, Faribault, Minnesota 55021-6155 to receive Claim Forms,  
22 Exclusion Forms, undeliverable Class Notices and other communications regarding the  
23 Settlement.

24 5. Rust obtained a phone number of (888) 356-0271 for Class Members to call with  
25 questions regarding the Settlement.

26 6. On or about August 14, 2014, Rust received text for the Notice, Claim Form and  
27 Exclusion Form from Counsel. A draft of the formatted Class Notice was prepared by Rust and  
28 approved by the Parties.

1           7.       On or about September 1, 2014, Counsel for the Defendants provided Rust with a  
2 mailing list containing the Class Member's names, last known addresses and the number of weeks  
3 worked during the Class Period (the "Class List"). The Class List contained data for 40,875  
4 potential Class Members.

5           8.       The mailing addresses contained in the Class List for former Nordstrom employees  
6 were processed and updated utilizing the National Change of Address Database ("NCOA")  
7 maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed  
8 with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service  
9 change of address request, the address listed with the NCOA would be utilized in connection with  
10 the mailing of the Class Notice.

11           9.       On September 22, 2014, Class Notices were mailed to 40,875 Class Members  
12 contained in the Class List via First Class mail. The Class Notice advised Class Members that  
13 they could submit a Claim Form or Exclusion Form postmarked by November 21, 2014.

14           10.      As of this date, 5,294 Class Notices have been returned to Rust as undeliverable.

15           11.      As of this date, 157 Class Notices were returned by the Post Office with forwarding  
16 addresses attached. Rust promptly re-mailed Class Notices to those Class Members via First Class  
17 mail.

18           12.      Rust is responsible for receipt of all Claim Forms for the Settlement. As of this  
19 date, Rust received 11,035 Claim Forms. The 11,035 Class Members, who submitted a complete  
20 and timely postmarked Claim Form, represents approximately 27% of 40,875 total Class  
21 Members. The 11,035 Class Members, who submitted a complete and timely postmarked Claim  
22 Form, claim approximately 829,470 work weeks. These work weeks represent approximately  
23 47.30% of available work weeks. The 11,035 Class Members, who submitted a complete and  
24 timely postmarked Claim Form, claim approximately \$1,177,848. This amount, along with the  
25 administration fees of \$150,000, the Incentive Awards of \$50,000, and the PAGA penalties  
26 payment of \$10,000 result in \$1,387,848 to be paid (not including employer payroll taxes as  
27 applicable), or approximately 51.40% of the Gross Monetary Settlement Fund. The Voucher  
28 Payout Fund A claimed is currently \$545,820 and the Voucher Payout Fund B claimed is

1 \$203,490 for a total of \$749,310. The Voucher Award Deficiency Amount is \$550,690 which will  
2 be added equally as a set flat-rate supplement amount to each individual voucher payment for each  
3 Participating Settlement Class Member.

4 13. Rust is also responsible for receipt of all Exclusion Forms for the Settlement. As of  
5 this date, Rust received 346 Exclusion Forms.

6 14. As of this date, zero (0) objections were received by Rust.

7 15. The total cost for the administration of this Settlement, including fees incurred and  
8 future costs for completion of the administration is estimated to be \$150,000. The administration  
9 costs for this settlement include receiving and processing the Class List database, the initial  
10 mailing of the notice packet to 40,875 Class Members, telephone support including interactive  
11 voice recording, the processing of all claims, exclusions and correspondence. The estimated fees  
12 will also include the fund distribution of the monetary fund, as well as the Voucher A and B  
13 payments. The distribution aspect will also include tax reporting to the applicable authorities, the  
14 preparation of all tax documents to be sent with payments and maintaining the bank account.

15 16. I declare under penalty of perjury under the laws of the State of California and the  
16 United States that the above is true and correct to the best of my knowledge and that this  
17 Declaration was executed this 5th day of December 2014, at Minneapolis, MN.

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20 AMANDA MYETTE  
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

GINO MARAVENTANO,  
NEESHA KURJI,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington  
corporation; DOES 1-100, inclusive,

Defendants.

---

Gina BALASANYAN, an  
individual, and Nune  
NALBANDIAN, an individual, on  
behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington  
corporation; DOES 1-100, inclusive

**Master Case No. 10-cv-2671 JM (JLB)**

*Honorable Jeffrey Miller*

**DECLARATION OF MATTHEW  
ARCHBOLD IN SUPPORT OF  
PLAINTIFFS' REQUEST FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, FINAL AWARD OF  
CLASS COUNSELS' ATTORNEY FEES  
AND NAMED PLAINTIFFS'  
INCENTIVE AWARDS IN  
ACCORDANCE WITH THE ORDER  
OF PRELIMINARY APPROVAL OF  
AUGUST 11, 2014**

Date: December 15, 2014

Time: 10:00 a.m.

Courtroom: 5D

**SUPPLEMENTAL DECLARATION OF MATTHEW F. ARCHBOLD**

I, MATTHEW F. ARCHBOLD, declare and state, pursuant to 28 U.S.C. §1746, as follows:

1. I am an attorney admitted to practice in the United States District Court for the Southern District of California. I am a partner in the law firm of Deason & Archbold, attorneys of record for Plaintiffs Gino Maraventano and Neesha Kurji in the above-captioned action. I submit this declaration in support of the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the following facts, and I could, and would, competently testify thereto if called upon to do so.

2. On August 11, 2014, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and Conditional Certification of Class for Settlement Purposes. The Court reviewed the Settlement Stipulation, the proposed Notice of Preliminary Approval of Class Action Settlement and Hearing on Final Approval of Settlement, and the proposed Claim Form. The Court found that on a preliminary basis that the proposed Settlement is fair, adequate and reasonable. The monetary settlement awards and Voucher Award provided to Settlement Class Members is fair, adequate and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues. The Court went on to hold that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations. The Court preliminarily appointed and designated Plaintiffs Gino Maraventano, Neesha Kurji, Gina Balasanyan and Nune Nalbandian ("Named Plaintiffs") as the representatives of the Settlement Class and preliminarily appointed and designated as counsel for the Named Plaintiffs and the Settlement Class ("Class Counsel"): Deason & Archbold, Barnhill & Vaynerov LLP, and Schwarcz, Rimberg, Boyd & Rader, LLP. The Court also preliminarily approved the collective Fees Award of up to \$2,300,000.00 total, including up to \$661,250.00 to Deason & Archbold; up to \$661,250.00 to Barnhill & Vaynerov LLP; and up to

1 \$977,500.00 to Schwarcz, Rimberg, Boyd & Rader LLP, and preliminarily approved  
 2 the Cost Award of up to \$50,000.00. The Incentive Awards to the four Named  
 3 Plaintiffs collectively totaling up to \$50,000.00, with the four Named Plaintiffs  
 4 receiving up to \$12,500.00 each, were also preliminarily approved by the Court.  
 5 Finally, the Court hereby preliminarily approved costs of administration up to  
 6 \$150,000.00. A true and accurate copy of the Preliminary Approval Order is attached  
 7 hereto as Exhibit “A.”

8         3. Since its inception in 2003, the law firm of Deason & Archbold has  
 9 been certified as class counsel in numerous different wage and hour class actions.  
 10 Excluding the instant action, the name and case number of several such matters are as  
 11 follows: *Nordstrom Commission Cases*, Orange County Superior Court - Judicial  
 12 Council Coordination Proceeding No. 4419 [unpaid commission wages class action  
 13 with approximately 65,000 class members]; *Esparza vs. Two Jinn, Inc., et al.*, USDC  
 14 Case No. SACV09-00099 AG(RNBx) [unpaid overtime class action disputing  
 15 application of the Retail Sales Commission exemption under the FLSA]; *Flowers, et*  
 16 *al. v. HSBC Auto Finance, Inc., et al.*, Case No. 07CV 2146 MMA [“off the books”  
 17 overtime class action with Rule 23 state law and FLSA claims]; *Rico v. Chick’s*  
 18 *Sporting Goods*, Case No. BC 297826 [retail overtime exemption class action]; *Santa*  
 19 *Ana v. Eurostar, Inc.*, Case No. BC310739; *Jue v. Crawford & Company*, Case No.  
 20 CV03-7014 RGK (FMOx) [Surveillance investigator overtime class action]; *Bernal v.*  
 21 *International Reupholstery Corporation of America*, Case No. EDCV 04-01272VAP  
 22 (SGLx) [national FLSA overtime class action]; *Anchondo v. Facticon Incorporated*,  
 23 Case No. SACV04-1453 [500+ putative class member national overtime class action  
 24 under the FLSA]; *Wonsch v. Facticon Incorporated*, Case No. 06CC00053 [Non-  
 25 reimbursed employment related expenses and overtime class action]; *Anchondo vs.*  
 26 *Hospital Inventories Specialists, Inc.*, Case No. BC375250 [450+ class member  
 27 overtime class action.]; *Broce v. The Spearmint Rhino Companies Worldwide, Inc., et*  
 28 *al. SBCSC* Case No. 1320074; *Samora v. Make it Work, Inc., et al. OCSC* Case No.

1 1320074; and *Balsamo, et al. v. Orange Courier, Inc., et al.* OCSC Case No. 30-2010-  
2 00406066-CU-OE-CXC. Deason & Archbold also has six (6) currently pending class  
3 actions, other than the instant case, that have not yet been certified.

4 4. In addition to the work done under the Deason & Archbold name, the  
5 partners of Deason & Archbold have fully litigated and settled numerous wage and  
6 hour actions while working for their previous employer, including several wage and  
7 hour class actions with hundreds of class members against large employers such as the  
8 Los Angeles Police Department, the City of Los Angeles, the County of San  
9 Bernardino, and Jamba Juice. Prior to forming Deason & Archbold, the partners  
10 litigated and recovered payments to literally tens of thousands of employees and class  
11 members.

12 5. I am not aware of, nor has any Plaintiff or Settlement Class Member  
13 informed me of, any opposition to the proposed settlement.

14 6. I am not aware of, nor has any Plaintiff or Settlement Class Member  
15 informed me of, any other pending actions against Defendant filed by, or on behalf of,  
16 any Settlement Class Member.

17 7. Deason & Archbold currently bills \$500.00 per hour for my services, and  
18 those of Mr. David Deason, in this type of litigation. In my experience, the rate is  
19 consistent with, or below, rates for attorneys performing similar litigation in the  
20 Orange County/Los Angeles area of California.

21 8. As an attorney at Deason & Archbold, I record my time directly onto a  
22 computer generated billing spreadsheet. The time sheets show the activity and time  
23 spent on that activity for each case. Time is recorded to the closest tenth of an hour.  
24 The total amount of fees is determined by multiplying the number of hours worked by  
25 each my hourly rate.

26 9. At the time the Motion for Preliminary Approval was filed, I billed a  
27 total of 1,472.2 hours. Mr. Deason's records indicate he billed a total of 47.4 hours.  
28 At \$500.00 per hour, the total attorney fees billed by Deason and Archbold on this

1 case thus far are \$759,800.00. These hours were spent wholly in the prosecution of  
2 this action, and were necessary and integral to that prosecution. A brief summary of  
3 activities in this case include; the preparation of multiple sets of Special  
4 Interrogatories, Requests for Production of Documents, and Requests for Admission;  
5 a detailed the review of time and payroll records for a sampling of Settlement Class  
6 Members consisting of thousands of lines of spreadsheet data; the creation of a  
7 damages matrix based upon those records; the detailed review of sales data for a  
8 sampling of Settlement Class members consisting of thousands of lines of spreadsheet  
9 data; review of thousands of pages of Nordstrom corporate documents related to pay  
10 policies and employment practices; responding to written discovery propounded by  
11 Defendant; defendant the deposition of named Plaintiffs; travelling to Seattle, WA to  
12 take the deposition of Nordstrom's person most knowledgeable re: relevant case  
13 information; regular communications and consultation with Plaintiffs and co-counsel;  
14 preparation of a detailed mediation brief; preparation for, and attendance at two all-  
15 day mediation sessions; preparing/review of thousands of email communications;  
16 responding to multiple motions filed by Nordstrom, and the motions for  
17 reconsideration that followed, including an extensive motion for summary judgment;  
18 fully briefing a motion for class certification and motion to approve notice; the  
19 preparation of a lengthy Settlement Stipulation; hours of lengthy settlement  
20 negotiations and revisions to the Settlement Stipulation and Memorandum of  
21 Understanding, and exhibits thereto; and the preparation of the instant Motion for  
22 Preliminary Approval.

23 10. Moreover, since the Motion for Preliminary Approval was filed, I spent  
24 an additional 42.4 hours of attorney time was spent attending the hearings on  
25 preliminary approval, assisting in claims administration, fielding calls from class  
26 members, and preparing the final approval papers.

27 11. As a typical procedure, Deason & Archbold maintains a  
28 contemporaneous cost record for each case. As of the date of this declaration, Deason

1 & Archbold had also incurred \$12,620.17 in direct costs for the prosecution of this  
2 action. These costs include Filing an service fees of \$475.00; Deposition costs of  
3 \$1,326.55; travel costs of \$912.58; expert witness fees of \$6,106.04; and mediation  
4 fees of \$3,800.00.

5 12. Plaintiffs Maraventano and Kurji have regularly and responsively  
6 assisted me with our ongoing investigation of this case, responded to written  
7 discovery, participated in internal discovery and mediation, been deposed, and  
8 engaged in regular and ongoing communications with me. Plaintiffs Maraventano and  
9 Kurji have been two of the best clients I have ever had. They have been quick to  
10 respond when needed; flexible and generous with their time; engaged in the process;  
11 understanding of the complications of litigation; and courageous in the prosecution of  
12 their case. Though Plaintiffs Maraventano and Kurji were aware of the risks of  
13 retaliation when bringing a class action of this size, particularly in the employment  
14 context, they felt strongly about getting compensation for their fellow employees for  
15 what they firmly believe to be an unfair policy, and never wavered in their pursuit of  
16 that goal.

17 13. I have reviewed the Declaration of the Claims Administrator's  
18 representative, Amanda Myette. According to her declaration at paragraph 12,  
19 \$749,310.00 in vouchers from Voucher Payout Fund "A" and "B" were claimed by  
20 the 11,035 Participating Settlement Class Members, resulting in a Voucher Award  
21 Deficiency Amount of \$550,690. To determine the increased value to each voucher, I  
22 divided the Voucher Award Deficiency Amount of \$550,690 by the 11,035  
23 Participating Settlement Class Members. This results in a \$50.00 (\$49.90 rounded to  
24  
25

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28 ////



1 the nearest dollar) increase to each Participating Settlement Class Member's voucher  
2 award.

3 I declare under penalty of perjury under the laws of the State of California and  
4 the United States of America that the foregoing is true and correct.

5 Executed this 5th day of December, 2014, at Newport Beach, California.

6  
7 /s/ Matthew F. Archbold  
8 MATTHEW F. ARCHBOLD  
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EXHIBIT “A”

EXHIBIT "A"

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

GINO MARAVENTANO; and  
NEESHA KURJI

Plaintiffs,

v.

NORDSTROM, INC., a Washington  
Corporation; and DOES 1 through 10,  
inclusive,

Defendants.

GINA BALASANYAN, an individual,  
and NUNE NALBANDIAN, an  
individual, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

NORDSTROM, INC., a Washington  
Corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Master Case No. 10-cv-2671 JM (WMc)

**PRELIMINARY APPROVAL  
ORDER**

**[This filing relates to original case  
number 11-cv-2609]**

1 WHEREAS, this consolidated action is pending before this Court as a class  
2 action (the “Action”); and

3 WHEREAS, the Named Plaintiffs, Class Counsel, and Nordstrom, Inc. (the  
4 “Parties”) have applied to this Court for an order preliminarily approving the  
5 settlement of the Action in accordance with a Stipulation and Settlement Agreement  
6 of Class Action Claims (the “Stipulation” or “Settlement”), which, together with the  
7 exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement  
8 and dismissal of the Action with prejudice upon the terms and conditions set forth  
9 therein; and

10 WHEREAS, the Court has read and considered the Parties’ motions for  
11 preliminary approval, Stipulation and the exhibits annexed thereto;

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. This Order incorporates by reference the definitions in the Stipulation,  
14 and all terms defined therein shall have the same meaning in this Order as set forth in  
15 the Stipulation.

16 2. It appears to the Court on a preliminary basis that the Settlement is fair,  
17 adequate and reasonable. The monetary settlement awards and Voucher Award  
18 provided to Settlement Class Members is fair, adequate and reasonable when balanced  
19 against the probable outcome of further litigation relating to liability and damages  
20 issues. It further appears that extensive and costly investigation and research have  
21 been conducted such that counsel for the Parties at this time are able to reasonably  
22 evaluate their respective positions. It also appears to the Court that settlement at this  
23 time will avoid substantial additional costs by all Parties, as well as avoid the delay  
24 and risks that would be presented by the further prosecution of the Action. It further  
25 appears that the Settlement has been reached as the result of intensive, serious and  
26 non-collusive, arms-length negotiations.

27 3. The Court previously certified a class in this case of all current and  
28 former California Draw Commission Salespeople employed in a draw commission

position at any time from October 20, 2006 up until the date of Nordstrom's June 2011 Dispute Resolution Agreement. The certified class covered periods when Class Members (1) worked up to forty (40) minutes before the store opened and/or after the store closed and were compensated under Nordstrom's draw commission plan, and (2) did not receive misdraw. For purposes of Settlement, the Parties have stipulated to the conditional certification of the broader Settlement Class, as set forth in the Stipulation. Based on that Parties' Stipulation, the Court hereby conditionally certifies the Settlement Class for settlement purposes only. The Settlement Class shall be comprised of all persons employed by Nordstrom in a Draw Commission Position within the state of California at any time from October 20, 2006 through the date of this preliminary approval order who do not properly elect to opt out of this Settlement. Should for whatever reason the Settlement not become final, the fact that the Parties were willing to stipulate to certification of the Settlement Class as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether the class previously certified should be decertified and/or what the scope of any class should be in a non-settlement context.

4. Plaintiffs Gino Maraventano, Neesha Kurji, Gina Balasanyan and Nune Nalbandian ("Named Plaintiffs") are hereby preliminarily appointed and designated, for all purposes, as the representative of the Settlement Class and the following attorneys are hereby preliminarily appointed and designated as counsel for the Named Plaintiffs and the Settlement Class ("Class Counsel"): Deason & Archbold, Barnhill & Vaynerov LLP, and Schwarcz, Rimberg, Boyd & Rader, LLP.

5. Class Counsel is authorized to act on behalf of Settlement Class with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Settlement Class Member may enter an appearance through counsel of such individual's own choosing and at such individual's own expense. Any Settlement

1 Class member who does not enter an appearance or appear on his or her own will be  
2 represented by Class Counsel.

3 6. The Court hereby approves the definition and disposition of the Total  
4 Settlement Package and related matters provided for in the Stipulation.

5 7. The Court hereby preliminarily approves the collective Fees Award of up  
6 to \$2,300,000.00 total, including up to \$661,250.00 to Deason & Archbold; up to  
7 \$661,250.00 to Barnhill & Vaynerov LLP; and up to \$977,500.00 to Schwarcz,  
8 Rimberg, Boyd & Rader LLP

9 8. The Court hereby preliminarily approves the Cost Award of up to  
10 \$50,000.00.

11 9. The Court hereby preliminarily approves Incentive Awards to the four  
12 Named Plaintiffs collectively totaling up to \$50,000.00, with the four Named  
13 Plaintiffs receiving up to \$12,500.00 each.

14 10. The Court hereby preliminarily approves costs of administration up to  
15 \$150,000.00. The Court will need to approve any cost of administration in excess of  
16 this amount.

17 11. The Court finds on a preliminary basis that the Stipulation appears to be  
18 within the range of reasonableness of a settlement that could ultimately be given final  
19 approval by this Court. The Court has reviewed the monetary recovery that is being  
20 granted as part of the Settlement and recognizes its significant value to the Settlement  
21 Class. The Court has also reviewed the Voucher Award that is being provided under  
22 the Settlement, which the Court also recognizes as having significant value to the  
23 Settlement Class.

24 12. By entering into this Settlement, neither Nordstrom nor any current or  
25 former employees subject to Nordstrom's June 2011 or August 2011 Dispute  
26 Resolution Agreements are waiving the right to seek enforcement of individual  
27 arbitration agreements between Nordstrom and any current or former Nordstrom  
28 employee. However, should the Settlement be finally approved, individual members

of the Settlement Class who do not opt out of the Settlement and thus become Settlement Class Members will be releasing all claims and causes of action covered by the Settlement regardless of whether they are parties to an enforceable arbitration agreement. If the Settlement does not become effective, for whatever reason, or if final approval of the Settlement is not granted, Nordstrom and Members of the Settlement Class may seek to enforce applicable arbitration agreements under the same terms and to the same extent as they otherwise would have been able to do had no settlement discussions taken place and no settlement between the Parties been reached. Nordstrom's rights and responsibilities with respect to arbitration agreements applying to Settlement Class Members who elect to opt-out of this Settlement will not be affected by this Settlement.

13. A hearing (the "Settlement Hearing") shall be held before this Court on December 15, 2014, at 10:00 a.m. at 221 West Broadway San Diego, CA 92101, Courtroom 5D (5th Floor - Schwartz), Suite 5190, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Stipulation is fair, adequate and reasonable and should be finally approved by the Court; whether a Judgment, as provided in the Stipulation, should be entered herein; whether the plan of allocation contained in the Stipulation should be approved as fair, adequate and reasonable to the Settlement Class Members; and to finally approve Class Counsel's Fees Award and Cost Award, and the Named Plaintiffs' Incentive Awards.

14. The Court hereby approves, as to form and content, the Claim Form to be distributed to the Settlement Class Members attached to the Stipulation of Settlement as Exhibit 2. The Court also approves, as to form and content, the Class Notice, the Sample Voucher and the Opt-Out Form attached hereto as Exhibits A, B and C, respectively. The Court finds that that distribution of the Notice and Claim Form substantially in the manner and form set forth in the Stipulation and this Order meets



1 the requirements of due process, is the best notice practicable under the circumstances,  
2 and shall constitute due and sufficient notice to all persons entitled thereto.

3 15. The Court hereby appoints Rust Consulting, Inc., 777 South Figueroa  
4 Street, Suite 4600, Los Angeles, CA 90017, as Claims Administrator and hereby  
5 directs the Claims Administrator to mail or cause to be mailed to Settlement Class  
6 Members the Notice and Claim Form by first class mail within forty-five (45) days  
7 after the entry of this Preliminary Order (the "Notice Date") using the procedures set  
8 forth in the Stipulation. Settlement Class Members who wish to participate in the  
9 settlement provided for by the Stipulation must complete and return the Claim Form  
10 pursuant to the instructions contained therein by first class mail or equivalent, postage  
11 paid, within sixty (60) days of the Notice Date.

12 16. Any Settlement Class Member may choose to opt out of and be excluded  
13 from the Settlement Class as provided in the Notice by following the instructions for  
14 requesting exclusion from the Settlement Class that are set forth in the Notice. Any  
15 such person who chooses to opt out of and be excluded from the Settlement Class will  
16 not be entitled to any recovery under the Settlement and will not be bound by the  
17 Settlement or have any right to object, appeal or comment thereon. Any written  
18 request to opt out must be signed by each such person opting out. Settlement Class  
19 Members who have not requested exclusion shall be bound by all determinations of  
20 the Court, by the Stipulation and by the Final Judgment.

21 17. Any Settlement Class Member may appear at the Settlement Hearing and  
22 may object to or express their views regarding the Settlement, and may present  
23 evidence and file briefs or other papers, that may be proper and relevant to the issues  
24 to be heard and determined by the Court as provided in the Notice. However, no  
25 Settlement Class Member or any other person shall be heard or entitled to object, and  
26 no papers or briefs submitted by any such person shall be received or considered by  
27 the Court, unless on or before sixty (60) days after the Notice Date that person has  
28 served by hand or by first class mail written objections and copies of any papers and

1 briefs in support of their position and verification of their membership in the  
2 Settlement Class upon: (1) Maxim Vaynerov, Esq., Barnhill & Vaynerov, LLP, 8200  
3 Wilshire Boulevard, Suite 400, Beverly Hills, California 90211; (2) Lee Boyd, Esq.,  
4 Schwarcz, Rimberg, Boyd & Rader, LLP, 6310 San Vicente Boulevard, Suite 360,  
5 Los Angeles, California 90048; (3) Matthew Archbold, Deason & Archbold, 3300  
6 Irvine Avenue, Suite 245, Newport Beach, California 93660; and (4) Julie Dunne,  
7 Esq., Littler Mendelson, P.C., 501 W. Broadway, Suite 900, San Diego, CA 92101,  
8 and filed the objections, papers and briefs with the Clerk of this Court. In order to be  
9 valid, the papers must be filed with the Clerk of this Court and received by all of the  
10 above counsel on or before sixty (60) days after the Notice Date. Any Settlement  
11 Class Member who does not make his or her objection in the manner provided for in  
12 this Order shall be deemed to have waived such objection and shall forever be  
13 foreclosed from making any objection to the Settlement.

14 18. All papers in support of the Settlement shall be filed with the Court and  
15 served on the Parties' Counsel no later than five (5) Court days before the Settlement  
16 Hearing.

17 19. To the extent permitted by law, pending final determination as to whether  
18 the settlement contained in the Stipulation should be approved, the Settlement Class  
19 Members whether directly, representatively, or in any other capacity, whether or not  
20 such persons have appeared in the Action, shall not institute or prosecute any claim  
21 released in the Stipulation against the Released Parties.

22 20. The Settlement is not a concession or admission, and shall not be used  
23 against Nordstrom or any of the Released Parties as an admission or indication with  
24 respect to any claim of any fault or omission by Nordstrom or any of the Released  
25 Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor  
26 any document, statement, proceeding or conduct related to the Settlement, nor any  
27 reports or accounts thereof, shall in any event be:  
28

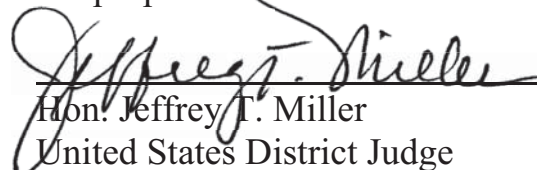
- 1 a. Construed as, offered or admitted in evidence as, received as or  
2 deemed to be evidence for any purpose adverse to the Released  
3 Parties, including, but not limited to, evidence of a presumption,  
4 concession, indication or admission by Nordstrom or any of the  
5 Released Parties of any liability, fault, wrongdoing, omission,  
6 concession or damage; or  
7 b. Disclosed, referred to, or offered or received in evidence against any  
8 of the Released Parties in any further proceeding in the Action, or in  
9 any other civil, criminal or administrative action or proceeding, except  
10 for purposes of enforcing the settlement pursuant to the Stipulation.

11 21. As of the date this Order is signed, all dates and deadlines associated with  
12 the Action shall be stayed, other than those pertaining to the administration of the  
13 Settlement of the Action.

14 22. In the event the Settlement does not become effective in accordance with  
15 the terms of the Stipulation, or the Settlement is not finally approved, or is terminated,  
16 canceled or fails to become effective for any reason, this Order shall be rendered null  
17 and void and shall be vacated, and the Parties shall revert to their respective positions  
18 as of before entering into the Stipulation.

19 23. The Court reserves the right to adjourn or continue the date of the  
20 Settlement Hearing and all dates provided for in the Stipulation without further notice  
21 to Settlement Class Members, and retains jurisdiction to consider all further  
22 applications arising out of or connected with the proposed Settlement.

23 Dated: August 11, 2014

24   
Hon. Jeffrey T. Miller  
United States District Judge

# EXHIBIT A

ORDER

8.

Master Case No. 10cv2671 JM (WMc)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

GINO MARAVENTANO; and  
NEESHA KURJI,  
Plaintiffs,

Master Case No. 10cv2671 JM (JLB)

**NOTICE OF CLASS ACTION SETTLEMENT**

v.  
NORDSTROM, INC., a Washington Corporation;  
and DOES 1 through 10, inclusive,  
Defendants.

GINA BALASANYAN, an individual, and  
NUNE NALBANDIAN, an individual, on behalf of  
themselves and all others similarly situated,  
Plaintiffs,

v.  
NORDSTROM, INC., a Washington Corporation;  
and DOES 1 through 10, inclusive,  
Defendants.

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION; SETTLEMENT HEARING; AND CLAIM  
AND EXCLUSION PROCEDURES

Case Name: *GINO MARAVENTANO/ NEESHA KURJI/ GINA BALASANYAN & NUNE NALBANDIAN  
v. NORDSTROM, INC.*, USDC Case No. 10CV-02671 JM (JLB)

TO: All persons who work or have worked for Nordstrom, Inc. ("Nordstrom") within the state of California  
from October 20, 2006 through June XX, 2014 who were or are paid on a draw commission basis  
(the "Settlement Class Member(s)");

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION  
REGARDING YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER IN THIS ACTION.

**I. INTRODUCTION**

Plaintiffs and Nordstrom, Inc. ("Nordstrom") have reached an agreement to settle the above-captioned case on behalf of Plaintiffs and the Settlement Class (described below). This agreement is referred to below as the "Settlement," and is set forth in a Stipulation for Class Action Settlement on file with the Clerk of the United States District Court for the Southern District of California. You are being sent this Notice because Nordstrom's records show that you are/were employed in a draw commission position during the period from October 20, 2006 through June XX, 2014 (the "Class Period"), and thus, are eligible to participate in this Settlement. The Settlement is a compromise of disputed claims and is not to be construed as an admission of liability on the part of Nordstrom or anyone else. The Court has granted preliminary approval of the Settlement, and the parties are now seeking final Court approval, which is required for the Settlement to become effective. The Settlement includes a claims procedure for eligible Settlement Class Members to file claims for recovery pursuant to the terms of the Settlement. (See Section VII, Claim Procedure, below). **YOU MUST DELIVER A "CLAIM FORM," AS DESCRIBED BELOW, IN ORDER TO RECEIVE A RECOVERY UNDER THIS SETTLEMENT.**

## II. DESCRIPTION OF THE LAWSUIT

On October 20, 2010, a Class Action was filed against Nordstrom by former Nordstrom Draw Commission Salespersons, Gino Maraventano and Neesha Kurji, on behalf of themselves and all similarly situated employees. On April 5, 2011 a similar lawsuit was filed against Nordstrom by Gina Balasanyan and Nune Nalbandian. Those two cases were subsequently consolidated. Collectively, Mr. Maraventano, Ms. Kurji, Ms. Balasanyan and Ms. Nalbandian are referred to as "Plaintiffs" or "Named Plaintiffs."

Plaintiffs allege in this lawsuit that Nordstrom failed to pay Draw Commission Salespersons all of their minimum wage compensation for time spent working prior to the store opening and/or after the store closed. Plaintiffs' principle allegation is that Nordstrom should have paid its Draw Commission Salespersons a separate hourly rate for all time worked prior to the store opening and/or after the store closing. Plaintiffs contend that for up to forty (40) minutes before the store opened and/or up to forty (40) minutes after the store closed, Nordstrom compensated its Draw Commission Salespersons via commissions, which Plaintiffs claim could only be earned during the periods the store was open to the public. The action seeks recovery of unpaid minimum wage compensation incurred from October 20, 2006 to the current date, liquidated damages, penalties and attorneys' fees and costs.

Nordstrom denies Plaintiffs' allegations. Nordstrom contends that it properly paid Draw Commission Salespersons at least minimum wage for all hours worked through its draw commission plan, which guaranteed an amount equal to or above the hourly minimum wage through commissions or a guaranteed minimum draw. Nordstrom also contends that it properly paid commissions for the 40-minute windows of time before the store opened and after the store closed because salespeople were engaged in sales or sales-related work during those periods.

## III. CLASS CERTIFICATION AND COMPOSITION OF THE SETTLEMENT CLASS

On August 12, 2013, the United States District Court for the Southern District of California certified a class of "All persons who work or have worked for Nordstrom, Inc. ("Nordstrom") within the state of California from October 20, 2006 through the present date who were or are paid on a draw commission basis, provided they were first employed in a draw commission position prior to distribution of the June 2011 Dispute Resolution Agreement." For purposes of this Settlement only, that class has been expanded to include draw commission salespersons first employed after distribution of the June 2011 Dispute Resolution Agreement through the date of the Court's preliminary approval of this Settlement, June XX, 2014.

If you are receiving this Notice, then you are a Settlement Class Member. The class covers the "Released Claims" specified in Section VIII.A. below. If you wish to pursue claims not included in the Class Action Claims in this case, you must do so in your own separate lawsuit or arbitration.

## IV. ARBITRATION RIGHTS

The certification of the Settlement Class is for purposes of this Settlement only. By entering into this Settlement, neither Nordstrom nor any current or former employees subject to Nordstrom's June 2011 or August 2011 Dispute Resolution Agreements are waiving the right to seek enforcement of individual arbitration agreements between Nordstrom and any current or former Nordstrom employee. However, individual members of the Settlement Class who do not opt out of the Settlement and thus become Settlement Class Members will be releasing all claims and causes of action covered by the Settlement regardless of whether they are parties to an enforceable arbitration agreement. If the Settlement does not become effective, for whatever reason, or if final approval of the Settlement is not granted, Nordstrom and Members of the Settlement Class may seek to enforce applicable arbitration agreements under the same terms and to the same extent as they otherwise would have been able to do had no settlement discussions taken place and no settlement between the Parties been reached. Nordstrom's rights and responsibilities with respect to arbitration agreements applying to Settlement Class Members who elect to opt-out of this Settlement will not be affected by this Settlement.



#### IV. BACKGROUND OF THE SETTLEMENT

The parties and their attorneys have conducted investigations of the facts and law during the Action, including, among other things, an exchange of documents and written discovery and a review of time and payroll records, and sales transaction data. The attorneys have analyzed the applicable law as it relates to the allegations of Plaintiffs, the defenses thereto, and the damages claimed by Plaintiffs. There has been no determination by any court, administrative agency, or other tribunal as to the truth or validity of the factual or legal allegations made against Nordstrom in this Action.

Plaintiffs and Class Counsel believe that the claims asserted in the Action have merit. However, Class Counsel recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Action against Nordstrom through trial and possible appeals. Class Counsel has also taken into account the uncertainty of the outcome and the risk of litigation. Thus, Plaintiffs and Class Counsel engaged in intensive arm's length negotiations with Nordstrom and its attorneys. After several mediation sessions before an experienced, neutral mediator, these negotiations eventually led to the Settlement. Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class and Plaintiffs.

Nordstrom believes that the claims asserted in the litigation are without merit. Thus, Nordstrom has denied and continues to deny Plaintiffs' claims and all charges of wrongdoing and liability. Although Nordstrom vehemently contests Plaintiffs' allegations and denies that it committed any wrongdoing or violation of law, the company believes that further litigation of this case would be protracted, expensive, and contrary to the best interests of Nordstrom and its employees. Substantial amounts of time, energy, and other resources have been devoted to defending against the litigation, and unless there is a settlement, that situation will continue. In light of these realities, Nordstrom believes that the Settlement is the best way to resolve the litigation while minimizing further burden and expenditures.

#### V. SETTLEMENT CLASS MEMBER RECOVERY

The maximum total settlement amount available excluding attorney fees and costs is \$5,300,000. The Settlement has two components: (1) monetary relief, and (2) a merchandise voucher award. Each component is described below.

##### Monetary Relief:

The monetary relief has a maximum potential value of \$2,700,000.00 (the "Gross Monetary Settlement Fund"). The Gross Monetary Settlement Fund will be used to pay (1) monetary claims made by Settlement Class Members; (2) the Incentive Awards to each of the Named Plaintiffs in an amount not to exceed \$12,500 for each Named Plaintiff; (3) the costs of administration of the settlement (estimated to be \$150,000); and (4) Private Attorney General Act penalties in the amount of \$10,000. The Gross Monetary Settlement Fund minus these four items is referred to in this Notice as the "Monetary Settlement Amount."

Each Settlement Class Member who timely submits a valid Claim Form and completed one or more pay periods during the Class Period in a draw commission position in which s/he did not misdraw will be entitled to a monetary recovery from the Monetary Settlement Amount. Each Settlement Class Member's Individual Monetary Settlement Amount will be calculated as follows:

- First, the total number of weeks worked wherein Settlement Class members did not receive a misdraw during the Class Period will be divided into the Monetary Settlement Amount to determine the Initial Workweek Amount.
- Next, the Initial Workweek Amount will be multiplied by each individual Settlement Class Member's number of Workweeks during the Class Period in which s/he did not misdraw. Therefore, your individual monetary recovery will be based on the number of non-misdraw weeks you were employed by Nordstrom in a draw commission position from October 20, 2006 through June XX, 2014. All cash payments will be subject to standard deductions for employee payroll taxes and other withholdings. The exact amount of your monetary payment may be increased if there is a Monetary Payout Deficiency as explained below. Your individual monetary payment may also be decreased to pay a



portion of employer-side taxes in the event that employer-side taxes are not satisfied through other means specified in the Settlement, including through unclaimed funds in the Monetary Settlement Amount. The parties estimate that the Initial Workweek Amount will be a minimum of \$X.XX per Workweek.

This is a claims made settlement. If a Settlement Class Member does not timely submit a valid Claim Form, their unclaimed share will be retained by Nordstrom. Although this Settlement is claims made, the Parties have agreed that Nordstrom will pay at least 50% of the Gross Monetary Settlement Fund, in total, for Individual Monetary Settlement Amount payments to Participating Settlement Class Members, Incentive Awards, Claims Administrator Costs, payroll taxes as applicable, and Private Attorney General Act penalties. A Monetary Payout Deficiency will result if the amount remaining in the Gross Monetary Settlement Fund is below the one million three hundred and fifty thousand dollar (\$1,350,000) floor — i.e., 50% of the Gross Monetary Settlement Fund — after deducting the sum of the Individual Monetary Settlement Amounts, the Incentive Awards, Claims Administrator Costs, payroll taxes as applicable, and Private Attorney General Act penalties. If applicable, a Monetary Payout Deficiency will be paid to Participating Settlement Class Members as a Supplemental Monetary Award. The Supplemental Monetary Award to be paid to Participating Settlement Class Members will be based on the number of non-misdraw Workweeks worked by each Settlement Class Member who timely submits a valid Claim Form. This amount shall be added to each Settlement Class Member's original Individual Monetary Settlement Amount on a pro-rated basis depending on each Participating Class Member's number of non-misdraw Workweeks during the Class Period. The sum of the Individual Monetary Settlement Amount and Supplemental Monetary Award, minus standard tax withholdings and deductions, will then be distributed to each Settlement Class Member who timely submits a valid Claim Form.

**B. Voucher Awards:**

Nordstrom has agreed to make available a maximum of \$2,600,000 in merchandise vouchers to Settlement Class Members. The Voucher Award will be divided into two distinct funds: the Voucher Payout Fund A, and the Voucher Payout Fund B. Whether Participating Settlement Class Members will receive a merchandise voucher from Voucher Payout Fund A or B will depend on the length of their employment in a draw commission position during the Class Period, as specified below.

(i) **Voucher Payout Fund A:** The face value of the Voucher Awards to be issued to Settlement Class Members who submit a valid Claim Form from Voucher Fund A will be determined by dividing 87.34% of the Voucher Award by the total number of Settlement Class Members employed for less than three years in a draw commission position between October 20, 2006 through June XX, 2014. The resulting amount will be rounded to the nearest dollar.

(ii) **Voucher Payout Fund B:** The face value of the Voucher Awards to be issued to Settlement Class Members who submit a valid Claim Form from Voucher Fund B will be determined by dividing 12.66% of the Voucher Award by the total number of Settlement Class Members employed for three years or more in a draw commission position between October 20, 2006 through June XX, 2014. The resulting amount will be rounded to the nearest dollar. It is expected that the face value of the Voucher Payout Fund B merchandise voucher will be higher than the merchandise voucher for Voucher Payout Fund A.

This is a claims made settlement. To the extent a Settlement Class Member does not timely submit a valid Claim Form, his or her unclaimed share will be retained by Nordstrom. However, although this Settlement is claims made, the Parties have agreed that Nordstrom will pay at least 50% of Voucher Award (i.e., \$1,300,000 in merchandise vouchers) to Settlement Class Members who timely submit a valid Claim Form. If the cumulative total of Voucher Awards actually claimed from both Voucher Payout Funds A and B is less than \$1,300,000, the difference between the cumulative total of the Voucher awards and \$1,300,000 will be the Voucher Award Deficiency. The Voucher Award Deficiency Amount will then be added equally as a set flat-rate supplemental amount to each individual voucher payment for each Participating Settlement Class Member regardless of whether the Participating Settlement Class Member will receive a merchandise voucher from Voucher Payout Fund A or B.

All merchandise vouchers will be subject to the terms and conditions listed on the vouchers,

including, but not limited to, the following: (1) Vouchers may be used only for in-store, non-sale purchases at Nordstrom full-line stores in California; (2) Vouchers are not usable for services such as alterations, repairs, shipping, handling or other services, internet or telephone purchases, purchases at Nordstrom Rack Locations, or to pay part or all of any debit or credit card balances; (3) Vouchers are not transferable; (4) Vouchers are not cash or gift cards, and thus, may not be redeemed, in whole or in part, for cash or gift cards or consolidated with gift cards and may not be reloaded with tender or merchandise; and (5) Vouchers that are lost, stolen or damaged will not be replaced. Any Participating Settlement Class Member eligible for a Nordstrom employee discount may use that discount in conjunction with the use of their Voucher.

C. **PAGA Penalties**

In connection with this Settlement, Nordstrom has agreed to pay \$10,000 in penalties to the California Labor and Workforce Development Agency.

**VI. CLASS COUNSEL FEES AND COSTS**

In connection with this Settlement, Nordstrom has agreed to pay all Class Counsel a total maximum of \$2,300,000 in attorney fees and \$50,000 in litigation costs. The amount of attorney's fees awarded to Class Counsel will be subject to the Court's discretion, but in any event, will not exceed this amount. As part of the Settlement, you will not be required to pay Class Counsel for their representation of you in the Action. The amount of costs awarded to Class Counsel will be subject to the Court's discretion, but in any event, will not exceed \$50,000. As part of the Settlement, you will not be required to reimburse Class Counsel for the costs associated with their representation of you in the Action.

**SUMMARY OF YOUR OPTIONS**

As set forth in detail below, you have three possible options for responding to this notice:

1. **Make a claim.** If you make a claim utilizing the Claim Form included with this Notice, you will be eligible to recover under the SETTLEMENT CLASS MEMBER RECOVERY (Section V. of this Notice) and you will be bound by this Settlement and the Release (Section VIII.A.).
2. **Opt-out of Settlement.** If you opt out utilizing the Opt-Out Form included with this Notice, you must follow the procedures in Section IX of this Notice and you will **NOT** receive the SETTLEMENT CLASS MEMBER RECOVERY (Section V. of this Notice) and you will **NOT** be bound by the Settlement and Release (Section VIII.A.).
3. **Do nothing.** If you give no response, you will still be bound by this Settlement and the Release (Section VIII.A.), but you will receive **NO** SETTLEMENT CLASS MEMBER RECOVERY (Section V. of this Notice).

**VII. MAKING A CLAIM FOR RECOVERY UNDER THE SETTLEMENT**

All Settlement Class Members are eligible to receive payment under the Settlement. As stated above, the monetary settlement payment is based upon each non-misdraw Workweek in which you worked for Nordstrom as a draw commission salesperson from October 20, 2006 through June XX, 2014. As also specified above, the merchandise voucher award you receive will depend on whether you were employed in a draw commission position for less than three years or three or more years from October 20, 2006 through June XX, 2014. The actual monetary payment amount and merchandise voucher amount to each Settlement Class Member that submits a claim will not decrease based on the total number of eligible Settlement Class Members that submit claims in this settlement other than potentially affecting supplemental awards in the event that the 50% floors applying to the Gross Monetary Settlement Fund and/or Voucher Award are not reached.

In order to file a claim for payment, you must sign the enclosed Claim Form, and mail it to the Claims Administrator via U.S. Mail at the address below, using the enclosed, prepaid postage envelope, postmarked no later than **XX, 2014**. If you fail to submit a Claim Form by this

1 **deadline, you will be disqualified from seeking relief under this Settlement, and unless you opt out (as**  
 2 **described in Section IX below), your claims will be released (as set forth in Section VIII below).**

3 If you wish to receive assistance in completing the Claim Form, you may contact the Claims  
 4 Administrator at the address and telephone number below.

5 Rust Consulting, Inc.  
 6 777 South Figueroa Street, Suite 4600  
 7 Los Angeles, CA 90017  
 8 Telephone: (XXX) XXX-XXXX  
 9 Facsimile: (XXX) XXX-XXXX

10 **Claims Payment.** Following the Effective Settlement Date, as defined in the Settlement, Nordstrom  
 11 has agreed to pay all Valid Claims through the Claims Administrator in accordance with the terms of the  
 12 Stipulation for Class Action Settlement. The settlement payments to each Settlement Class Member that  
 13 timely submits a Valid Claim will be distributed to Participating Settlement Class Members within twenty-one  
 14 (21) days of the Effective Settlement Date.

#### 15 **VIII. BINDING EFFECT/RELEASE OF CLAIMS**

16 A. **Release of Claims as to all Settlement Class Members.** As of the Effective Date, the  
 17 Settlement Class Members release Nordstrom and each of its past, present and future officers, directors  
 18 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,  
 19 insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries,  
 20 affiliates, parents and attorneys and each of their company sponsored employee benefit plans and all of their  
 21 respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the "Released  
 22 Parties") from the Released Claims through the date of the claims, objections and opt out deadline for this  
 23 Settlement. The Released Claims are claims that all Settlement Class Members who do not opt-out waive  
 24 and release in exchange for the consideration provided for in the Settlement and include, the claims alleged,  
 25 or that could have been alleged, by the Named Plaintiffs, on behalf of themselves and Settlement Class  
 26 Members, based on the facts alleged in their complaints, including for: (1) alleged violations of California  
 27 minimum wage law (including, without limitation, under California Labor Code sections 1194 and 1197); (2)  
 28 alleged violations of California Labor Code sections 201-203 for failing to pay all wages due upon separation;  
 (3) alleged violations of California Labor Code section 226 for failure to provide accurate and complete wage  
 statements; (4) alleged violations of California Business and Professions Code section 17200 *et seq.* based  
 on an alleged failure to pay draw commission employees minimum wage or another contractually agreed  
 wage for all hours worked; (5) breach of contract based on an alleged failure to pay draw commission  
 employees for all hours worked; (6) declaratory relief based on an alleged failure to pay draw commission  
 employees for all hours worked; (7) any claim under the Private Attorney General Act, California Labor Code  
 section 2698 *et seq.* ("PAGA") based on an alleged failure to pay draw commission employees for all hours  
 worked; (8) any other claims that were or could have been brought based on the factual allegations and  
 claims in the Name Plaintiffs' complaints; and (9) any claim that Nordstrom is liable for the attorneys' fees,  
 costs or other expenses incurred to prosecute this action, including fees incurred for the services of Barnhill &  
 Vaynerov, LLP, Deason & Archbold, and Schwarcz, Rimberg, Boyd & Rader LLP. The Released Claims do  
 not apply to minimum wage claims for non-draw commission salespeople, such as those in the *Nguyen vs.*  
*Nordstrom* case, OCSC Case No. 30-2011-00484903-CU-OE-CXC.

29 The Released Claims include a California Civil Code section 1542 waiver which applies to the Class  
 30 Action Claims in this case. With respect to the Released Claims, the Class Members stipulate and agree that,  
 upon the Effective Date of the Settlement, the Class Members shall be deemed to have, and by operation of  
 the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the  
 provisions, rights and benefits of California Civil Code section 1542, or any other similar provision under  
 federal or state law. California Civil Code section 1542 provides that:

A general release does not extend to claims which the creditor does not know or suspect to  
 exist in his or her favor at the time of executing the release, which if known by him or her  
 must have materially affected his or her settlement with the debtor.

Settlement Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Court's judgment finally approving the settlement shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

THE WAIVERS AND RELEASES ARE SET FORTH MORE SPECIFICALLY, AND IN MORE DETAIL, IN THE STIPULATION FOR CLASS ACTION SETTLEMENT, which is on file with the Clerk of the United States District Court for the Southern District of California.

#### **IX. PROCEDURE FOR EXCLUSION FROM DAMAGES CLASS**

Settlement Class Members may exclude themselves (i.e., "opt-out") from the Class Settlement by mailing to Rust Consulting, Inc., 777 South Figueroa Street, Suite 4600, Los Angeles, CA 90017, on or before \_\_\_\_\_ XX, 2014, the enclosed Opt-Out Form expressing their desire to be excluded from the Agreement. The written statement must include your full name (and former names, if any), current address, and last four digits of your social security number. In addition, it must be postmarked on or before \_\_\_\_\_ XX, 2014. Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests for exclusion from the Class Settlement will not receive monetary settlement awards or Voucher Awards, nor will they be bound by the terms of the proposed Class Settlement, if it is approved.

#### **X. SETTLEMENT HEARING/OBJECTIONS TO THE PROPOSED SETTLEMENT**

A hearing (the "Settlement Hearing") will be held before the United States District Court for the Southern District of California on \_\_\_\_\_ XX, 2014, at \_\_\_\_ [a.m./p.m.], at 221 West Broadway San Diego, CA 92101, Courtroom 5D (5th Floor - Schwartz), Suite 5190, (the "Court"), to determine whether the proposed Settlement of the Action is fair, adequate and reasonable and should be finally approved by the Court and whether judgment should be entered fully and finally resolving the Action on the merits with prejudice.

Any Settlement Class Member may appear in person or through counsel at the Settlement Hearing and be heard as to why the proposed Settlement of the Action should not be approved as fair, adequate and reasonable, or why a Final Judgment fully and finally resolving the Action against Nordstrom with prejudice should or should not be entered. No Settlement Class Member, however, shall be heard or entitled to object and no papers or briefs submitted by any such person shall be received or considered by the Court unless written notice of intention to appear at the Settlement Hearing, together with copies of all papers and briefs proposed to be submitted to the Court at the Settlement Hearing, shall have been filed with the Court and have been served personally on or before \_\_\_\_\_ XX, 2014, or if by mail then postmarked no later than \_\_\_\_\_ XX, 2014, upon all of the following:

Matthew Archbold, Esq.  
Deason & Archbold  
3300 Irvine Avenue, Suite 245  
Newport Beach, California 92660

Maxim Vaynerov, Esq.  
Barnhill & Vaynerov LLP  
8200 Wilshire Boulevard, Suite 400  
Beverly Hills, California 90211

Lee Boyd, Esq.  
Schwarcz, Rimberg, Boyd & Rader, LLP  
6310 San Vicente Boulevard, Suite 360  
Los Angeles, California 90048

Julie Dunne, Esq.  
Littler Mendelson, P.C.  
501 West Broadway, Suite 900  
San Diego, California 92101

Any Settlement Class Member who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making

any objections (by appeal or otherwise) to the Settlement. Any Settlement Class Member who is satisfied with the proposed Settlement need not appear at the Settlement Hearing.

#### **XI. EXAMINATION OF PAPERS AND INQUIRIES**

The foregoing is only a summary of the Action and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Class Action Claims, and other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the Southern District of California, Office of the Clerk 333 West Broadway, Suite 420, San Diego, CA 92101, during regular business hours of each Court day.

#### **XII. HOW TO OBTAIN ADDITIONAL INFORMATION**

All inquiries by Settlement Class Members regarding this Notice and/or the Settlement should be directed to the Claims Administrator, Rust Consulting, Inc., or Class Counsel, Deason & Archbold, Barnhill & Vaynerov LLP, and Schwarcz, Rimberg, Boyd & Rader LLP. The contact information for Claims Administrator and Class Counsel is provided below:

##### **Claims Administrator:**

Rust Consulting, Inc.  
777 South Figueroa Street, Suite 4600  
Los Angeles, CA 90017  
Telephone: (XXX) XXX-XXXX  
Facsimile: (XXX) XXX-XXXX

##### **Class Counsel:**

Matthew F. Archbold  
DEASON & ARCHBOLD  
3300 Irvine Ave, Suite 245  
Newport Beach, CA 92660  
Newport Beach, CA 92660  
Telephone: (949) 794-9560  
Facsimile: (949) 794-9517

Kathryn Lee Boyd  
SCHWARCZ, RIMBERG, BOYD &  
RADER LLP  
6310 San Vicente Boulevard, Suite 360  
Los Angeles, California 90048  
Phone: (323) 302-9488  
Fax: (323) 931-4990

Maxim Vaynerov  
BARNHILL & VAYNEROV LLP  
8200 Wilshire Boulevard, Suite 400  
Beverly Hills, California 90211  
Telephone: (310) 943-8989

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS CASE**

# EXHIBIT B



Maraventano, et al. v. Nordstrom, Inc.; Balasanyan, et al. v. Nordstrom, Inc.  
United States District Court for the Southern District of California  
Consolidated Case No. 10cv2671 JM (JLB)

**SAMPLE VOUCHER AWARD**

\_\_\_\_\_ -DOLLAR (\$XX.00) NORDSTROM MERCHANDISE VOUCHER

This Voucher is subject to the following terms and conditions: (1) Vouchers may be used only for in-store, non-sale purchases at Nordstrom full-line stores in California; (2) Vouchers are not usable for services such as alterations, repairs, shipping, handling or other services, internet or telephone purchases, purchases at Nordstrom Rack Locations, or to pay part or all of any debit or credit card balances; (3) Vouchers are not transferable; (4) Vouchers are not cash or gift cards, and thus, may not be redeemed, in whole or in part, for cash or gift cards or consolidated with gift cards and may not be reloaded with tender or merchandise; and (5) Vouchers that are lost, stolen or damaged will not be replaced. Any Participating Settlement Class Member eligible for a Nordstrom employee discount may use that discount in conjunction with the use of their Voucher.

[NAME] [VOUCHER NUMBER]

[ADDRESS 1] [TRACKING NUMBER] [BAR CODE]

[ADDRESS 2]

Signature: \_\_\_\_\_

# EXHIBIT C



## **CLASS ACTION OPT OUT FORM**

*GINO MARAVENTANO/NEESHA KURJI/ GINA BALASANYAN & NUNE NALBANDIAN* v.  
*NORDSTROM, INC.*, USDC Case No. 10CV-02671 JM(WMc)

[UNIQUE BARCODE TO BE INSERTED BY CLASS ADMINISTRATOR]

**IF YOU WISH TO BE EXCLUDED FROM THE CLASS ACTION, YOU MUST COMPLETE AND MAIL THIS POSTCARD NO LATER THAN [INSERT DATE]. DO NOT COMPLETE AND RETURN THIS FORM IF YOU WISH TO REMAIN A PART OF THE CLASS ACTION.**

I, \_\_\_\_\_, elect to opt out of the Class certified by the Court in the above-stated action.

Dated: \_\_\_\_\_

Signature

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Print Name

Last Four Digits of Social Security Number OR  
Nordstrom Employee Identification Number

This is your assigned Opt Out Form. You must use this Opt Out Form in order to opt out of the Class. **If you wish to stay in the Class, do NOT return this postcard.**

1 DEASON & ARCHBOLD

2 David D. Deason, Bar No. 207733  
3 Matthew F. Archbold, Bar No. 210369  
4 3300 Irvine Avenue, Suite 245  
5 Newport Beach, California 92660  
6 Telephone: +1.949.794.9560  
7 Email: david@yourlaborlawyers.com  
8 Email: matthew@yourlaborlawyers.com

9 BARNHILL & VAYNEROV LLP

10 Steven M. Barnhill, Bar No. 123000  
11 Maxim Vaynerov, Bar No. 177520  
12 11400 W. Olympic Boulevard, Suite 200  
13 Los Angeles, California 90064  
14 Telephone: +1.310.943.8989  
15 Email: vaynerov@bv-llp.com  
16 Email: barnhill@bv-llp.com

*Attorneys for Individual and Representative Plaintiffs*  
*Gino Maraventano and Neesha Kurji*

17 SCHWARCZ, RIMBERG, BOYD & RADER LLP

18 Kathryn Lee Boyd, Esq. (SBN 189496)  
19 Darcy R. Harris, Esq. (SBN 200594)  
20 Jeff D. Neiderman, Esq. (SBN 203818)  
21 Sherli Shamtoub, Esq. (SBN 270022)  
22 6310 San Vicente Boulevard, Suite 360  
23 Los Angeles, California 90048  
24 Phone: (323) 302-9488

*Attorneys for Individual and Representative Plaintiffs*  
*Gina Balasanyan and Nune Nalbandian*

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

GINO MARAVENTANO,  
NEESHA KURJI,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington  
corporation; DOES 1-100, inclusive,

Defendants.

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Gina BALASANYAN, an  
individual, and Nune  
NALBANDIAN, an individual, on  
behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington  
corporation; DOES 1-100, inclusive

**Master Case No. 10-cv-2671 JM (JLB)**

*Honorable Jeffrey Miller*

**DECLARATION OF KATHRYN LEE  
BOYD IN SUPPORT OF PLAINTIFFS'  
REQUEST FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT,  
FINAL AWARD OF CLASS  
COUNSELS' ATTORNEY FEES AND  
NAMED PLAINTIFFS' INCENTIVE  
AWARDS IN ACCORDANCE WITH  
THE ORDER OF PRELIMINARY  
APPROVAL OF AUGUST 11, 2014**

Date: December 15, 2014

Time: 10:00 a.m.

Courtroom: 5D

**DECLARATION OF KATHRYN LEE BOYD**

I, KATHRYN LEE BOYD, hereby declare as follows:

1. I am an attorney licensed to practice in the state of California (and in the State of New York), and to appear before the Southern District of California. I am a founding partner at the law firm of Schwarcz, Rimberg, Boyd & Rader, LLP (“SRBR”) counsel of record for Plaintiffs Gina Balasanyan and Nune Nalbandian (“Plaintiffs”) in this action. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. On December 2, 2013, I attended a private mediation session with counsel the consolidated action, *Maraventano, et al. v. Nordstrom*, Case No. 10-CV-02671-JM (“Maraventano Action”), and Nordstrom. Notwithstanding a full day of negotiations, the parties were unable to reach a settlement on that date. A few days later, I gave oral argument before the United States Court of Appeals for the Ninth Circuit in opposition of Nordstrom’s appeal of the Court’s March 8, 2012 Order denying its motion to compel arbitration of the Plaintiffs. After oral argument, the parties agreed to attend a second day of mediation on January 9, 2014. During the second mediation session, and well into the late evening, the parties finally agreed on the principal terms of the settlement. With the assistance of the mediator, and after numerous hours of negotiation, a Memorandum of Understanding was signed on March 28, 2014. Thereafter, I, along with counsel for the Maraventano Action, vigorously negotiated the terms of the Stipulation for Class Action Settlement with Nordstrom’s counsel. The settlement negotiations have been adversarial and non-collusive.

3. SRBR represents, among others, employees in class action and individual litigation against their employers and former employers under the Federal and California labor laws, commonly known as wage and hour litigation. The partners

1 of SRBR have, combined, over fifty years of experience in litigating matters on a  
2 class wide and individual basis.

3 4. As the lead trial attorney in this pending class action, I bring an extensive  
4 trial and litigation background, including experience as a former criminal  
5 prosecutor, an academic, and lead counsel on numerous business and individual  
6 actions involving a wide spectrum of matters, including international litigation,  
7 intellectual property rights, employment discrimination, legal malpractice and  
8 general commercial matters. After graduating Harvard Law School in 1989, I  
9 have continuously practiced law as a litigator and/or as a tenured member of  
10 faculty of Pepperdine University Law School (from 1997 to 2006). At Pepperdine  
11 my scholarship and teaching specialized in the field of Civil Procedure, Complex  
12 and International Litigation, including class action practice.<sup>1</sup> In that capacity, I  
13 served as an expert counsel and consultant in numerous class action cases,  
14 including the Holocaust litigation cases against the Swiss banks and the Vatican  
15 Bank, and collective actions brought on behalf of indigenous peoples against  
16 multinational corporations in U.S. courts.<sup>2</sup> Moreover, of counsel to SRBR, Darcy  
17 Harris, was involved in several class actions, both putative and certified, prior to  
18 joining SRBR, including the nationally certified and resolved class action entitled  
19 *Burnham et al. v. Kendal Floral Supply, LLC, et al.*, (United States District Court,  
20 Central District of California, Case No. CV 08-7461-SVW))(labor violations); *In*  
21 *Re: Magma Design Automation, Inc. Securities Litigation*, United States District  
22 Court, Northern District of California, Case No. C-05-2394 CRB (securities  
23 fraud); the California certified and resolved class action entitled *Eggs Antitrust*

24  
25 <sup>1</sup> See, e.g., Kathryn L. Boyd, *Collective Rights Adjudication in U.S. Courts:*  
26 *Enforcing Human Rights at the Corporate Level*, 99 BYU L.Rev. 1139 (1999);  
27 *Sarei v. Rio Tinto, PLC*, 550 F.3d 822, 845 (9th Cir. 2008) (Reinhardt, J.,  
28 dissenting) (citing K. Lee Boyd, *Universal Jurisdiction and Structural*  
*Reasonableness*, 40 Tex. Int'l L.J. 1, 2 & n.6 (2004)).

<sup>2</sup> See, e.g., *Wiwa v. Shell Petroleum Dev. Co. of Nig., Ltd.*, 335 Fed. Appx. 81 (2d  
Cir. 2009); *Re: Kemperi Baihua Huani, et al. v. Donziger, et al.*, Supreme Court of  
New York, Index No. 151372/2013

1 *Litigation (McCampbell v. Ralphs Grocery Store, et al.)*, San Diego Superior  
2 Court, Case No. 703666 (price-fixing of eggs). Based on this experience, SRBR  
3 is adequately equipped to handle this pending class action and to represent the  
4 interests of all class members through vigorous prosecution of this action, and any  
5 and all other means necessary to ensure fair representation of all class members.

6 5. Neither I nor any member of SRBR has any conflict of interest with  
7 putative class members regarding the subject matter of this litigation that would  
8 otherwise impact my ability to vigorously prosecute this action. I am also not  
9 aware of any class members that have expressed opposition to the proposed  
10 settlement, or who have filed a pending action against Nordstrom.

11 6. The Plaintiffs represented by SRBR, Gina Balasanyan and Nune  
12 Nalbandian, have put a tremendous amount of time, energy and dedication in the  
13 pursuit of this litigation. Having filed their suit in the Central District where they  
14 reside with their families, it was transferred to a more inconvenient venue on  
15 motion of Nordstrom to consolidate. Despite the added hardship, the Plaintiffs  
16 were instrumental and personally involved throughout the investigation of the  
17 action, were responsive to all written discovery requests, as well as during two  
18 rounds of lengthy depositions, and were engaged and communicative throughout  
19 the course of this litigation and settlement negotiations. As current Nordstrom  
20 employees, Plaintiffs stood to face, and in fact did endure, harsh judgment and  
21 retaliatory conduct by Nordstrom's managerial staff. Despite all of that, they  
22 remained undeterred in their pursuit of classwide justice, and I commend them for  
23 their strength of character and resilience.

24 7. SRBR's billing rates are consistent with rates for attorneys with similar  
25 experience in the greater Los Angeles metropolitan area. My billing rate is \$550  
26 per hour. The billing rate for of counsel is \$475 per hour. SRBR Associates'  
27 billing rate is \$400 per hour. SRBR uses a computer billing program to record and  
28 maintain its billable hours, to the nearest tenth of an hour, for all work performed.

1 Total billable hours are determined based on each attorney's hourly billable rate  
2 multiplied by the number of hours worked.

3 8. Up to the filing of the Motion for Preliminary Approval, SRBR had billed a  
4 total of 2,636.14 hours, for a total of \$1,132,664.75 in attorney's fees. Since that  
5 time, SRBR has billed an additional 118.6 hours, for a total of \$1,186,299.75 in  
6 attorneys' fees. In addition, SRBR has incurred \$36,487.32 in costs. These  
7 attorney's fees reflect and costs over three years of vigorous representation of  
8 Plaintiffs and class members from the inception of this litigation through discovery  
9 – including several sets of written discovery, document review, and depositions in  
10 Los Angeles, Seattle, Washington and Chicago, Illinois –, motion practice –  
11 including motion to transfer, motion to compel arbitration, motion for summary  
12 judgment, motion for reconsideration, motion for interlocutory appeal, motion to  
13 stay (both at the district level as well as at the Ninth Circuit), motion for class  
14 certification, briefing on appeal, and the motion for preliminary approval of the  
15 settlement –, and finally to settlement. In addition, additional attorneys' fee were  
16 incurred from, among other things, the preparation and appearance at hearing on the  
17 preliminary approval, preparing this request for final approval, and responding to  
18 phone calls from class members.

19  
20 I declare under penalty of perjury under the laws of the California that the  
21 foregoing is true and correct.

22  
23 Executed this 5<sup>th</sup> day of December 2014, at Los Angeles, California.

24  
25   
26 Kathryn Lee Boyd  
27  
28



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*Gina Balasanyan and Nune Nalbandian*

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[CAPTION PAGE CONTINUED]



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

GINO MARAVENTANO,  
NEESHA KURJI,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington  
corporation; DOES 1-100, inclusive,

Defendants.

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Gina BALASANYAN, an  
individual, and Nune  
NALBANDIAN, an individual, on  
behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington  
corporation; DOES 1-100, inclusive

**Master Case No. 10-cv-2671 JM (JLB)**

*Honorable Jeffrey Miller*

**DECLARATION OF MAXIM  
VAYNEROV IN SUPPORT OF  
PLAINTIFFS' REQUEST FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, FINAL AWARD OF  
CLASS COUNSELS' ATTORNEY FEES  
AND NAMED PLAINTIFFS'  
INCENTIVE AWARDS IN  
ACCORDANCE WITH THE ORDER  
OF PRELIMINARY APPROVAL OF  
AUGUST 11, 2014**

Date: December 15, 2014

Time: 10:00 a.m.

Courtroom: 5D

DECLARATION OF MAXIM VAYNEROV

I, MAXIM VAYNEROV, declare and state, pursuant to 28 U.S.C. §1746, as follows:

1. I am an attorney admitted to practice in the United States District Court for the Southern District of California. I am a partner in the law firm of Barnhill & Vaynerov LLP, attorneys of record for Plaintiffs Gino Maraventano and Neesha Kurji in the above-captioned action. I have personal knowledge of the following facts, and I could, and would, competently testify thereto if called upon to do so.

2. Since its inception in 1998, Barnhill & Vaynerov LLP has focused on litigation and trial practice, in both state and federal courts, involving complex business disputes, securities litigation, intellectual property issues, health care law & compliance, employment law, and complex fraud, including *qui tam* litigation.

3. As an example, Barnhill & Vaynerov LLP was co-counsel in Hesselman v. Arthur Andersen, LLP, et al., Case No. 02 Civ. 10199 (GEL) (S.D.N.Y.), Master File No. 02 MD 1472 (GEL), alleging violations of the federal securities laws against certain past and then-present directors, officers, and employees of Global Crossing Ltd., as well as Pacific Capital Group, Inc., Arthur Andersen, LLP, and Canadian Imperial Bank of Commerce, which was settled, but the terms of the settlement are confidential pursuant to the settlement agreements with multiple defendants. In addition, I participated in the prosecution of In re TRANSUNION CORP. PRIVACY LITIGATION, MDL Docket No. 1350 (N.D.Ill.).

4. Barnhill & Vaynerov LLP was counsel for a defendant chiropractor in People of the State of California, ex rel., Allstate Insurance Company v. Weitzman, et al., Los Angeles County Superior Court Case No. BC 179468, where Allstate Ins. Co., pursuant to California Insurance Code §§1871 *et seq.*, sought, *inter alia*, to recover penalties and assessments on behalf of itself and the State, arising from

1 alleged insurance fraud ring purportedly operated by over 20 doctors, chiropractors,  
 2 lawyers, law office managers, and purported cappers, in violation of California  
 3 Penal Code §§549, 550. We were instrumental in obtaining the dismissal of the  
 4 entire action against all defendants on the grounds of the public disclosure bar, then  
 5 an issue of first impression in the State of California, as applied to Cal. Ins. Code  
 6 §1871.7. After the case was reversed on appeal in *Ex rel. Allstate Ins. Co. v.*  
 7 *Weitzman* (2003) 107 Cal.App.4th 534, we settled the case on behalf of our client  
 8 for the sum of \$25,000, which essentially constituted a walk away in that action.  
 9 Some other examples of cases where Barnhill & Vaynerov LLP has defended  
 10 healthcare professionals in *qui tam* actions, include without limitations: People of  
 11 the State of California ex rel. Allstate Insurance Company v. Paul E. Harnitchek,  
 12 D.C., et al., San Bernardino County Superior Court Case No. SCV 48876  
 13 (represented two defendant chiropractors in a *qui tam* action alleging that the  
 14 chiropractors engaged in upcoding of medical treatment provided to their patients;  
 15 obtained a successful settlement on behalf of its clients); and State of California, ex  
 16 rel. Hunter Laboratories, LLC, et al. v. Physicians Immunodiagnostic Laboratory,  
 17 Inc., Sacramento County Superior Court Case No. 34-2009-00066524 (represented  
 18 defendant laboratory accused of committing Medical fraud; successfully settled the  
 19 action after filing a motion for summary adjudication).

20 5. Barnhill & Vaynerov LLP was co-counsel for the landlord defendant  
 21 in Louis Vuitton Malletier, et al., v. Leonard B. Fisch, et al., No. CV 06 4325 PA  
 22 (RZx) (C.D. Cal.), where plaintiffs attempted to apply contributory and vicarious  
 23 liability for violations of the Lanham and Copyright Acts to a traditional  
 24 commercial landlord, requesting millions of dollars in damages, statutory penalties,  
 25 and a federal injunction. The case settled mid-trial as follows: plaintiffs agreed to  
 26 present to landlord timely and admissible evidence of unlawful conduct by  
 27 commercial tenants; the landlord agreed to commence eviction proceedings against  
 28 the offenders; with no money paid by the landlord to plaintiffs; and no injunctive

1 relief entered against the landlord.

2 6. My partner Steven M. Barnhill and I were trial counsel in Saul v. City  
3 of Yorba Linda, et al., Orange County Superior Court Case No. 00CC14623,  
4 wherein we obtained a \$5,216,894 verdict, on behalf of a 20 year Plaintiff against  
5 the City of Yorba Linda, the Yorba Linda Water District and Albert W. Davies, Inc.  
6 The three aforementioned defendants offered nothing by way of settlement,  
7 claiming that that the case was 100% defensible. After a 21 day jury trial, the jury  
8 determined that the public entity defendants maintained a dangerous condition in  
9 the public roadway, where Plaintiff's accident occurred, and that the contractor  
10 Albert W. Davies, Inc. was negligent in causing Plaintiff's accident.

11 7. Barnhill & Vaynerov LLP has been certified as class counsel in two  
12 wage and hour actions: Nordstrom Commission Cases, Orange County Superior  
13 Court - Judicial Council Coordination Proceeding No. 4419 (unpaid commission  
14 wages class action with approximately 65,000 class members); and Samora v. Make  
15 it Work, Inc., et al., Orange County Superior Court Case No. 1320074.

16 8. I am not aware of, nor have Plaintiffs informed me of, any Settlement  
17 Class Member having expressed any opposition to the proposed settlement.

18 9. I am not aware of, nor has Plaintiff informed me of, any other pending  
19 actions against Defendant filed by, or on behalf of, any Settlement Class Member.

20 10. Attorneys at Barnhill & Vaynerov LLP record time directly onto a  
21 computer generated billing spreadsheet. The time sheets show the activity and time  
22 spent on that activity for each case. Time is recorded to the closest tenth of an hour.  
23 The total amount of fees is determined by multiplying the number of hours worked  
24 by each attorney's hourly rate.

25 11. Barnhill and Vaynerov LLP had billed 1,258.70 hours of attorney time  
26 on this matter, through and including April 2014, broken down as follows: (a)  
27 Maxim Vaynerov spent 1,249.90 hours, at his current billable rate of \$500.00 per  
28 hour; and (b) Steven M. Barnhill spent 8.80 hours, at his current billable rate of

1 \$575.00 per hour. In my experience, these rates are consistent with, or below, rates  
2 for attorneys, with similar litigation experience, performing similar litigation in the  
3 Orange County and Los Angeles area of California. These hours were spent wholly  
4 in the prosecution of this action, and were necessary and integral to that  
5 prosecution. A brief summary of some of these activities in this case include: the  
6 preparation of multiple sets of written discovery and responses to written discovery;  
7 detailed review of thousands of pages of Nordstrom corporate documents related to  
8 pay policies and employment practices; defending the deposition of Gino  
9 Maraventano; travelling to Seattle Washington for two days for the deposition of  
10 Nordstrom's person most knowledgeable on the relevant case information; regular  
11 communications and consultation with co-counsel; motion work, including without  
12 limitation, preparation of opposition to Defendant's motion for summary judgment;  
13 preparation of opposition to Defendant's motion for clarification and  
14 reconsideration of the motion for summary judgment order; preparation of motion  
15 for class certification; and reviewing and revising a lengthy Settlement Stipulation.

16 12. From May 2014 until and through November 2014, I billed an  
17 additional 25.1 hours of attorney time on this matter, at my current billable rate of  
18 \$500.00 per hour, in conjunction with the motion for preliminary approval of the  
19 class action settlement and fielding phone calls from class members, and not  
20 including time associated with this request for final approval. Based on this, the  
21 total lodestar for Barnhill & Vaynerov LLP's work, through and including  
22 November 2014, equals \$642,560.00.

23 13. As a typical procedure, Barnhill & Vaynerov LLP maintains a  
24 contemporaneous cost record for each case. As of the date of this declaration,  
25 Barnhill & Vaynerov LLP has also incurred \$2,979.76 in direct costs for the  
26 prosecution of this action, including deposition costs , travel costs, and mediation  
27 fees.

28 ///

1 I declare under penalty of perjury under the laws of the State of California  
2 and the United States of America that the foregoing is true and correct.

3 Executed this 5<sup>th</sup> day of December 2014, at Los Angeles, California.

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6 MAXIM VAYNEROV  
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