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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 4/21/2025
By /s/ Kimberly Claussen
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

ALEX VUONG, as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

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

Defendants.

Case No.: 25-CIV-02723

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(A); and
- (2) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(B).

1 Plaintiff Alex Vuong, as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 on behalf of the Plaintiff, the State of California, and other current and former employees who
7 worked for Defendants in California as a non-exempt employee at a California Nordstrom
8 Rack retail store location and who suffered violations of Industrial Welfare Commission
9 (“IWC”) Wage Order No. 7-2001 subdivision 14(A) and/or (B) as set forth in this complaint
10 at any time between one year prior to the filing of the pre-filing written notice to the Labor
11 and Workforce Development Agency (“LWDA”) in this case on February 12, 2025, until
12 judgment (“non-party Aggrieved Employees”). Plaintiff’s share of civil penalties sought in
13 this action does not exceed \$75,000.

14 2. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, section 10. The overall amount in controversy exceeds \$25,000. The
16 statute under which this action is brought does not specify any other basis for jurisdiction.

17 3. This Court has jurisdiction over all Defendants because, on information and
18 belief, Defendants are either citizens of California, have sufficient minimum contacts in
19 California, and otherwise intentionally avail themselves of the California market so as to
20 render the exercise of jurisdiction over them by the California courts consistent with
21 traditional notions of fair play and substantial justice. Also, Plaintiff and all other non-party
22 Aggrieved Employees were employed by Defendants in California.

23 4. There is no basis for federal diversity jurisdiction in this action given that the
24 State of California, as the real party in interest in this action, is not a “citizen” for purposes of
25 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir.
26 Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount
27 in controversy requirement for federal diversity jurisdiction in this action, and that diversity
28 jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to

violations personally suffered are less than \$75,000. *Id.* at 1122.

5. Venue is proper in this Court because Defendants employ or employed persons within the County of San Mateo and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least two (2) locations within the County of San Mateo, including Defendants' stores located in Daly City (152 Serramonte Center, Daly City, California 94015) and East Palo Alto (1771 East Bayshore Road, East Palo Alto, California 94303). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Mateo County, and Plaintiff could bring an action filed under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

6. California Labor Code sections 2698, *et seq.*, the "Labor Code Private Attorneys General Act of 2004," authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code. Labor Code section 1198 makes a violation of a Wage Order such as subdivision 14(A) or 14(B) a violation of the Labor Code.

THE PARTIES

7. Plaintiff Alex Vuong worked for Defendants as a non-exempt employee from approximately November 2023 to August 2024. Plaintiff worked for Defendants at their Nordstrom Rack retail store located at 1285 Marina Boulevard, San Leandro, California 94577. During his employment, Plaintiff worked as a Service Experience Representative. Plaintiff typically worked six (6) or more hours per day and four (4) days per week. Plaintiff's job duties included, without limitation, operating the cash register, handling customer transactions, and providing customer service.

1 8. Defendant NORDSTROM, INC. was and is, upon information and belief, a
2 Washington corporation doing business in California, and at all times hereinafter mentioned,
3 an employer whose employees are engaged throughout this county, the State of California, or
4 the various states of the United States of America.

5 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
6 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
7 amend the complaint and serve such fictitiously named Defendants once their names and
8 capacities become known.

9 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
10 are the partners, agents, owners, shareholders, managers, or employees NORDSTROM, INC.
11 at all relevant times.

12 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, NORDSTROM,
14 INC. and/or DOES 1 through 10 (collectively, “Defendants” or “NORDSTROM”), each
15 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
16 each of the other co-Defendants and was acting within the course and scope of such agency,
17 employment, joint venture, or concerted activity with legal authority to act on the others’
18 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
19 policy of Defendants.

20 12. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 13. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants are in some manner intentionally, negligently, or otherwise responsible for the
26 acts, omissions, occurrences, and transactions alleged herein.

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 14. Defendants are a leading fashion retailer operating primarily in the United

1 States and Canada through full-line stores and off-price Nordstrom Rack locations.

2 Defendants operate approximately 277 Nordstrom Rack retail store locations in the United
3 States, including approximately 53 Nordstrom Rack retail store locations in California.

4 15. Upon information and belief, Defendants maintain a single, centralized Human
5 Resources (HR) department at their corporate headquarters in Seattle, Washington, for all
6 non-exempt employees working for Defendants in California, which is responsible for the
7 recruiting and hiring of new employees, and communicating and implementing Defendants'
8 company-wide policies to employees throughout California.

9 16. In particular, on information and belief, Plaintiff and other non-party Aggrieved
10 Employees received the same standardized documents and/or written policies. Upon
11 information and belief, Defendants maintained uniform practices with respect to their
12 provision of seats (or lack thereof) in their retail stores for all non-exempt employees in
13 California, including Plaintiff and other non-party Aggrieved Employees, regardless of their
14 location or position.

15 17. Plaintiff alleges that Defendants' California retail stores are generally similar in
16 their layout and design and that the cashwraps would allow for the presence and use of a seat
17 or stool by Defendants' employees during the performance of their work duties at these
18 cashwraps. However, Defendants have designed their cashwraps to require Plaintiff and other
19 non-party Aggrieved Employees to stand while performing their work duties at those
20 locations. Defendants could have provided Plaintiff and other non-party Aggrieved
21 Employees with suitable seats at cashwraps, with reasonable or no modification to these work
22 area(s), but instead have denied and continue to deny them seats altogether or deny them
23 suitable seats. As a result, Plaintiff and other non-party Aggrieved Employees are and have
24 been forced to stand throughout the day. In addition, Defendants have failed to expressly
25 advise Plaintiff and other non-party Aggrieved Employees that they could utilize seats while
26 performing their duties.

27 18. Plaintiff and other non-party Aggrieved Employees have spent a substantial
28 portion of their day behind Defendants' cashwraps. The nature of the work of an employee

1 performing cashier duties can reasonably be accomplished from a seated position. However,
2 as set forth herein, Defendants systematically, and on a company-wide basis, do not provide
3 seats and do not provide suitable seats at cashwraps and expressly prohibit employees from
4 sitting while working, forcing Plaintiff and other non-party Aggrieved Employees to stand
5 throughout their work shifts.

6 19. Additionally, Defendants have not placed an adequate number of suitable seats
7 within reasonable proximity to the work areas of employees who perform duties whose nature
8 require standing and therefore have not permitted employees to use those seats when not
9 actively engaged in performing their standing duties (i.e., during “lulls in operation”), even
10 though sitting would not interfere with the performance of their job duties.

11 20. Defendants continue to employ non-exempt employees at retail store locations
12 throughout California.

13 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 suitable seating and/or were entitled to sit when it did not interfere with the performance of
16 their cashier duties. In violation of the California Labor Code and applicable IWC Wage
17 Order, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
18 suitable seating.

19 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 have seats in reasonable proximity to their work area(s) and be permitted to use such seats
22 when it did not interfere with the performance of their duties whose nature require standing
23 during lulls in performing those tasks. In violation of the California Labor Code and
24 applicable IWC Wage Order, Defendants failed to provide Plaintiff and other non-party
25 Aggrieved Employees suitable seating.

26 23. At all times herein set forth, PAGA provides that any provision of law under
27 the California Labor Code and applicable IWC Wage Order that provides for a civil penalty to
28 be assessed and collected by the LWDA for violations of the California Labor Code and

1 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
2 civil action brought on behalf of themselves and other current or former employees pursuant
3 to procedures outlined in California Labor Code section 2699.3.

4 24. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
5 “any person who was employed by the alleged violator and personally suffered each of the
6 violations alleged.”

7 25. Plaintiff and other current and former California employees of Defendants are
8 “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all
9 Defendants’ current or former California employees and each of the alleged violations of IWC
10 Wage Order No. 7-2001, subdivisions 14(A) and 14(B), were committed against them.

11 26. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
13 following requirements have been met:

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of
16 the specific provisions of the California Labor Code alleged to have
17 been violated, including the facts and theories to support the alleged
18 violation.
- 19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 California Labor Code section 2699.3(a) and any employer response to
21 that notice shall be accompanied by a filing fee of seventy-five dollars
22 (\$75).
- 23 (c) The LWDA shall notify the employer and the aggrieved employee or
24 representative by certified mail that it does not intend to investigate the
25 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
26 the postmark date of the aggrieved employee’s notice. Upon receipt of
27 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
28 (65) calendar days of the postmark date of the aggrieved employee’s

notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

27. On February 12, 2025, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75). That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1079518-25. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

28. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

29. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code section 1198.

30. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved Employees' rights by violating sections of the California Labor Code as set forth above.

31. As set forth below, Defendants have violated provisions of both the California Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order, specifically, Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A)-(B).

32. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code section 1198.

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FIRST CAUSE OF ACTION
FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(A)
(By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all
Defendants)

33. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

34. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants’ conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to provide suitable seating to Plaintiff and other non-party Aggrieved Employees as set forth below.

35. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

36. California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

37. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A), because Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. As employees assigned cashier duties, Plaintiff’s and other non-party

1 Aggrieved Employees' tasks, including operating the cash register and performing customer
2 transactions, could be performed from a seated position. Plaintiff and other non-party
3 Aggrieved Employees could have handled customer transactions and performed other similar
4 tasks at cashwraps at any of Defendants' stores while seated, without affecting the quality and
5 effectiveness of the performance of their job duties.

6 38. Defendants could have placed suitable seats or stools at or near each cashwrap
7 for use by Plaintiff and other non-party Aggrieved Employees with reasonable or no
8 modification to the work area(s). And, in fact, Defendants designed the cashwraps to require
9 Plaintiff and other non-party Aggrieved Employees to stand at the work area(s). However, on
10 a company-wide basis, Defendants did not provide suitable seats or stools at or near each
11 cashwrap and expressly prohibited employees from sitting while working. Defendants'
12 management did not inform Plaintiff and other non-party Aggrieved Employees that they were
13 allowed to sit down, provide any means for them to sit down, or mention any policy regarding
14 sitting.

15 39. For example, during his employment, when Plaintiff performed cashiering
16 duties at the cashwrap, he was required to stand the entire time because Defendants did not
17 provide seating behind the cashwraps. Other non-party Aggrieved Employees similarly were
18 not permitted to sit while performing cash register duties because Defendants did not provide
19 seats or stools at the cashwraps.

20 40. As a result of Defendants' company-wide policy and/or practice prohibiting
21 employees from sitting during their shifts and failure to provide suitable seating to these
22 employees, they were forced to stand during shifts and denied seats. Defendants' failure to
23 provide suitable seating to Plaintiff and other non-party Aggrieved Employees violated and
24 continues to violate California Labor Code section 1198 and IWC Wage Order No. 7-2001,
25 subdivision 14(A).

26 41. Plaintiff and other non-party Aggrieved Employees and the State of California
27 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
28 and (k).

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(B)
(By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all
Defendants)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

43. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants’ conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to provide suitable seating to Plaintiff and other non-party Aggrieved Employees as set forth below.

44. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

45. California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

46. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls

1 in their work duties, nor were they provided with suitable seats in reasonable proximity to
2 their work areas.

3 47. Defendants did not place an adequate number of suitable seats or stools within
4 reasonable proximity to the work areas of employees who perform duties, whose nature
5 require standing, and therefore have not permitted employees to use those seats when not
6 actively engaged in performing their standing duties (i.e., during “lulls in operation”), even
7 though sitting would not interfere with the performance of their job duties. Defendants could
8 have provided Plaintiff and other non-party Aggrieved Employees with a suitable seat or stool
9 within reasonable proximity of their work areas but instead deny employees seats and force
10 them to stand throughout the day. Moreover, Defendants did not inform Plaintiff and other
11 non-party Aggrieved Employees of their rights to a seat or stool under California law.

12 48. For example, during his employment, Plaintiff experienced lulls in his work at
13 various times during a typical shift, especially when the store was not busy. During these
14 lulls, when Plaintiff was not actively performing tasks (the nature of which require standing),
15 Plaintiff could have taken a moment to sit and rest his legs, back, and feet if seating was
16 provided. Other non-party Aggrieved Employees similarly were not permitted to sit during
17 these lulls in operation and were forced to stand throughout the day.

18 49. As a result of Defendants’ company-wide failure to provide seats in reasonable
19 proximity to employees’ work areas and failure to permit them to use those seats when not
20 actively engaged in their standing duties, Plaintiff and other non-party Aggrieved Employees
21 were forced to stand during shifts and denied seats. Defendants’ failure to provide suitable
22 seating to Plaintiff and other non-party Aggrieved Employees violated and continues to
23 violate California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision
24 14(B).

25 50. Plaintiff and other non-party Aggrieved Employees and the State of California
26 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
27 and (k).

28 //

1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of the State of California and all other non-party Aggrieved
3 Employees, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 1. For civil penalties, injunctive relief, and attorneys' fees in excess of twenty-five
6 thousand dollars (\$25,000) to the State of California and aggrieved employees.

7 **As to the First Cause of Action**

8 2. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A) as to Plaintiff
10 and other non-party Aggrieved Employees (by failing to provide suitable seating);

11 3. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
12 (k) for violations of California Labor Code section 1198;

13 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
14 2699(k) to bring Defendants into compliance with California's seating requirements;

15 5. For attorneys' fees and costs pursuant to California Labor Code section
16 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
17 Labor Code section 1198;

18 6. For pre-judgment and post-judgment interest as provided by law; and

19 7. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Second Cause of Action**

22 8. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B) as to Plaintiff
24 and other non-party Aggrieved Employees (by failing to provide suitable seating);

25 9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
26 (k) for violations of California Labor Code section 1198;

27 10. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
28 2699(k) to bring Defendants into compliance with California's seating requirements;

1 11. For attorneys' fees and costs pursuant to California Labor Code section
2 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
3 Labor Code section 1198;

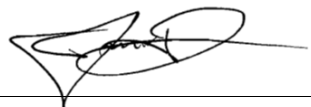
4 12. For pre-judgment and post-judgment interest as provided by law; and

5 13. For such other and further relief as the Court may deem equitable and
6 appropriate.

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8 Dated: April 21, 2025

Respectfully submitted,

Capstone Law APC

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11 By: 

Robert Drexler
Jonathan Lee
Robert Myong

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14 Attorneys for Plaintiff Alex Vuong
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EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

February 12, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Alex Vuong v. Nordstrom, Inc.*

Dear PAGA Administrator:

This office represents Alex Vuong in connection with his claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Mr. Vuong was an employee of NORDSTROM, INC. ("NORDSTROM").

The employer may be contacted directly at the address below:

NORDSTROM, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Mr. Vuong intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Vuong seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NORDSTROM as a non-exempt employee in a California retail store location ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NORDSTROM employed Mr. Vuong as a non-exempt employee from approximately November 2023 to August 2024. Mr. Vuong worked for NORDSTROM as a Service Experience Representative at its Nordstrom Rack retail store in San Leandro, California. Mr. Vuong typically worked six (6) or more hours per day and four (4) or more days per week. Mr. Vuong's job duties included, without limitation, operating the cash register, handling customer transactions, and providing customer service.

NORDSTROM committed each of the following Labor Code violations against Mr. Vuong, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1).¹ Mr. Vuong’s relevant claims are as follows:

NORDSTROM’s Company-Wide and Uniform HR Practices

NORDSTROM, INC. is a Washington corporation that operates a luxury department store chain with approximately 79 retail store locations in California. Upon information and belief, NORDSTROM maintains a centralized Human Resources (HR) department at its corporate headquarters in Seattle, Washington, for all non-exempt employees working for NORDSTROM at retail stores in California, including Mr. Vuong and other aggrieved employees. NORDSTROM maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Mr. Vuong and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

NORDSTROM’s California retail stores are generally similar in their layout and design and there was, and continues to be, space at cash wraps to allow for the presence and use of a seat or stool by

¹ These facts, theories, and claims are based on Mr. Vuong’s experience and counsel’s review of those records currently available relating to Mr. Vuong’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Vuong reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Mr. Vuong and other aggrieved employees during the performance of their work duties. NORDSTROM could have provided Mr. Vuong and other aggrieved employees with a suitable seat at cash wraps, with reasonable or no modification to these work areas, but instead denied and continues to deny them seats altogether or denies them suitable seats. As a result, Mr. Vuong and other aggrieved employees are and have been forced to stand throughout the day. In addition, NORDSTROM failed to expressly advise Mr. Vuong and other aggrieved employees that they could utilize seats while performing their duties.

During his employment, Mr. Vuong performed cashiering duties at the cash wrap and spent a significant portion of his day behind the cash wrap. Other aggrieved employees similarly spent a portion of their day at cash wraps performing cash register duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Mr. Vuong and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cash wraps at any of NORDSTROM's retail stores while seated without interference with their ability to perform their job duties. However, as set forth herein, NORDSTROM systematically, and on a company-wide basis, does not provide seats or does not provide suitable seats at cash wraps and expressly prohibits employees from sitting while working, forcing Mr. Vuong and other aggrieved employees to stand throughout their work shifts.

NORDSTROM violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Mr. Vuong and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. NORDSTROM's management did not inform Mr. Vuong and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of NORDSTROM's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Mr. Vuong and other aggrieved employees were forced to stand during shifts and denied seats. NORDSTROM's failure to provide suitable seating to Mr. Vuong and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Mr. Vuong and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NORDSTROM into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

As stated, NORDSTROM’s California retail stores are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Mr. Vuong and other aggrieved employees during lulls in operations. For example, Mr. Vuong experienced lulls in his work at various times during a typical shift, especially when the store was not busy. During these lulls, when Mr. Vuong was not actively performing tasks that require standing, Mr. Vuong could have taken a moment to sit and rest his legs, back, and feet if seating was provided. NORDSTROM could provide Mr. Vuong and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seating and forces Mr. Vuong and other aggrieved employees to stand throughout the day.

NORDSTROM did not provide Mr. Vuong and other aggrieved employees with suitable seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Mr. Vuong and other aggrieved employees engaged in duties in which the nature of the work required standing, NORDSTROM denied them the use of seats nearby during lulls in their work duties. Moreover, NORDSTROM did not inform Mr. Vuong and other aggrieved employees of their rights to a seat or stool under California law.

As a result of NORDSTROM’s company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide suitable seats in reasonable proximity to their work areas, Mr. Vuong and other aggrieved employees were forced to stand during shifts and denied seats. NORDSTROM’s failure to provide suitable seating to Mr. Vuong and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Mr. Vuong and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NORDSTROM into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Mr. Vuong, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against NORDSTROM for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Mr. Vuong seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Ninel", is placed over a light gray rectangular background.

Ninel Kocharyan

Copy: NORDSTROM, INC. (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
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