

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE**

SHERON B. DOSS,)	
)	
Plaintiff,)	
)	
v.)	Case No. 3:15-cv-00904
)	Judge Aleta A. Trauger
NORDSTROM, INC, N.A., et al.,)	Magistrate Judge John S. Bryant
)	
Defendants.)	
)	
)	
)	

DECLARATION OF MARY PORTER

I, Mary Porter, being duly sworn according to law and under penalty of perjury pursuant to 28 U.S.C. § 1746, state as follows:

1. I am a resident of the State of Washington and am over the age of eighteen, and make this declaration based on my personal knowledge.

2. I am presently employed by Nordstrom, Inc. (“Nordstrom”) as its Director of Talent Acquisition. I make this Declaration in support of Nordstrom’s Motion to Dismiss, or in the Alternative, to Stay the Proceedings and Compel Arbitration. All of the information set forth herein is based on my personal and first-hand knowledge, and/or based on documents created and kept, and practices conducted, in the regular course of Nordstrom’s business. If called and sworn as a witness, I could and would competently testify thereto.

3. Nordstrom is a nationwide fashion specialty retailer. Nordstrom is based out of Seattle, Washington and operates department stores and other retail locations in thirty-eight (38) states nationwide (and the District of Columbia).

4. As the Director of Talent Acquisition, one of my responsibilities is to communicate with employees about Nordstrom's human resources and employment policies and practices as they relate to recruiting. My responsibilities also include overseeing the creation and maintenance of electronic recruiting and onboarding systems and processes at Nordstrom. I am familiar with the electronic steps and information communicated to applicants used in this process during the time that Plaintiff Sheron Doss ("Ms. Doss") applied for a position with Nordstrom and completed Nordstrom's new hire onboarding process in March 2015. I have reviewed and am familiar with Ms. Doss's records relating to her application for employment and onboarding.

5. Nordstrom hired Ms. Doss as an entry level salesperson at the Green Hills Mall location in Nashville, Tennessee in March 2015, and she began working on March 10, 2015. In February 2015, Ms. Doss applied for employment at Nordstrom through the Nordstrom Careers website, which provides a secure encrypted online application and new hire onboarding process. As part of the application process, Ms. Doss was required to create an account and select a personal username and password. Nordstrom keeps this information confidential. No Nordstrom employee or any other person can access an applicant's password or security answer.

6. After Ms. Doss created her account through the Nordstrom Careers website and submitted her application, Nordstrom emailed Ms. Doss a private link to a page on the Careers website where she was asked to acknowledge various terms and conditions of employment at Nordstrom. Before starting this part of the process, Ms. Doss had to enter her unique username and password to log on to the Careers Website again.

7. On February 26, 2015, Ms. Doss logged onto the Careers website with her unique username and password to complete the above-referenced acknowledgement process.

8. After logging in to the Careers website with her unique username and password, Ms. Doss was advised that her signature was required in order to be considered for employment at Nordstrom and she was given the option to accept or decline the use of an electronic signature on her application. A true and correct copy of the referenced language is provided at **Exhibit A**. Ms. Doss accepted the use of an electronic signature and acknowledged that she understood that the electronic signature was the equivalent of a handwritten signature. A true and correct copy of Ms. Doss's acceptance of electronic signature is attached as **Exhibit B**.

9. Ms. Doss was then asked to review and provide a signature to certain terms and conditions of employment at Nordstrom titled "Important Information for You," which contained a unique document code, "013" and the following text:

Nordstrom Dispute Resolution Agreement:

I understand that Nordstrom resolves disputes or claims that arise from an application for employment, the employment relationship and/or the termination of employment through final and binding arbitration as explained in full in the Nordstrom Dispute Resolution Agreement. I understand that neither Nordstrom nor I may pursue courtroom litigation as a means to resolve disputes or claims between myself and Nordstrom that are covered by the Nordstrom Dispute Resolution Agreement. My signature below confirms that I have obtained a copy of Nordstrom's Dispute Resolution Agreement by clicking [here](#) or by visiting the [Nordstrom Careers](#) site or from a Nordstrom Human Resources office. My signature below also confirms that I reviewed the Nordstrom Dispute Resolution Agreement and that I understand and agree to its terms and conditions. If you are having trouble accessing the hyperlink above, please contact Nordstrom Human Resources.

A true and correct copy of the full text of the terms and conditions titled "Important Information for You" that Ms. Doss reviewed and signed is attached hereto as **Exhibit C**.

10. Ms. Doss signed the terms and conditions titled "Important Information for You," which included a link to Nordstrom's Dispute Resolution Agreement. A true and correct copy of Nordstrom's electronic record showing that Ms. Doss read, signed, and agreed to the terms and conditions titled "Important Information for You" is attached hereto as Exhibit B. Exhibit B also

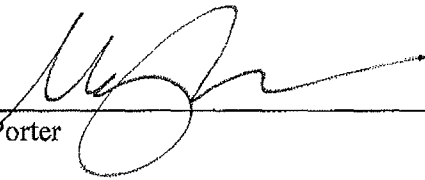
contains the unique document code "013," which corresponds to the same document code for Exhibit C. Exhibit C shows the actual text in the "Important Information for You" box that Ms. Doss was viewing when she provided her signature on February 26, 2015.

11. On March 8, 2015, after Ms. Doss accepted Nordstrom's job offer and as part of the hiring process Nordstrom calls "onboarding," Ms. Doss logged into Nordstrom's system and was asked to review the Nordstrom Dispute Resolution Agreement ("NDRA") and provide a signature agreeing to the NDRA. In order for Ms. Doss to provide her electronic signature agreeing to the terms of the NDRA, she was required to click on the "continue" button on each page in order to advance to the next page of the NDRA. Ms. Doss was allowed to review and print each page of the NDRA.

12. The final page of the NDRA required Ms. Doss to electronically sign the NDRA by entering her name and unique login password. Ms. Doss signed the NDRA on March 8, 2015. A true and correct copy of the complete NDRA that Ms. Doss reviewed and signed on March 8, 2015 is attached hereto as **Exhibit D**. Nordstrom's system created a PDF of her signature, a true and correct copy of which is attached hereto as **Exhibit E**. After Ms. Doss completed the task of signing the NDRA, Nordstrom's records confirm she had completed this step of the onboarding process. A true and correct copy of Nordstrom's records showing that Ms. Doss completed this step is attached hereto as **Exhibit F**. Finally, Ms. Doss signed Nordstrom's "Employee Acknowledgement and Agreement Form" on March 8, 2015, confirming receipt and review and agreement with the Nordstrom Dispute Resolution Program (amongst other guidelines provided in the employee materials). A true and correct copy of the Employee Acknowledgement and Agreement Form signed by Ms. Doss is attached here as **Exhibit G**.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this the 28 day of September, 2015.



Mary Porter

NORDSTROM DISPUTE RESOLUTION PROGRAM

RESOLVING OUR DIFFERENCES, TOGETHER

At Nordstrom, we value and encourage open and honest discussion, which is why our Open Door philosophy is such an important part of our culture. At Nordstrom, we want you to feel welcome and comfortable to come in and talk to us anytime about any issue that impacts you at work. We want you to feel confident in discussing any issue with the person or people directly involved. You may also talk to your department manager, Human Resources manager, Human Resources director, Diversity Affairs director, store manager or regional manager whenever you wish. By resolving our differences together, we can open the door to a better working relationship and a stronger company all around.

The Nordstrom Dispute Resolution Program was designed to help you discuss your concerns and resolve them fairly and directly – without having to resort to a court proceeding. By talking things over together, it's possible to come to a solution that works well for everyone. The following information describes the program and how it works. Our door is open.

A Better Way to Resolve Your Concerns

The Nordstrom Dispute Resolution Program is an example of our commitment to building a strong working relationship with you. The dispute resolution process consists of three steps.

Step 1: Open Communication

Talking it over, one-to-one. Often an issue can be resolved simply by talking it over with the person directly involved. Or, you can talk with your department manager, Human Resources manager, Human Resources director, Diversity Affairs director, store manager or regional manager. Remember, whatever the issue, the Nordstrom family is committed to seeing that your concerns are addressed.

Step 2: Internal Review

Requesting a formal review of your concern. If open communication does not resolve your concern, you may formalize it by making a Request for Internal Review. Here are the steps to follow:

- Complete a Request for Internal Review form. This form is available in your Human Resources office. Send or deliver the completed form to your Human Resources office.
- The Human Resources director or someone he or she designates will investigate your concern. Once the Human Resources director has received your request, he or she (or someone he or she designates) will talk with you and any other appropriate people and look into the situation. Your concern will be investigated promptly, thoroughly and as confidentially as possible. We respect your privacy and will do everything in our power to keep any information about your concern limited to the people involved.
- After completing the investigation, you will be contacted as promptly as possible to discuss the investigation and potential solutions.

Step 3: Arbitration

Using an independent arbitrator to resolve your individual issue. During this step, an independent decision maker will hear both sides of the situation and make a final and binding decision.

Your concern may be resolved in just Step 1, or it may involve all three. It is not necessary you complete Steps 1 and 2 before proceeding to Step 3. Steps 1 and 2 apply to both legal and non-legal claims and disputes. Step 3, however, applies only to claims or disputes that involve a legally protected right.

The following Dispute Resolution Agreement provides detailed information about the arbitration process.

DISPUTE RESOLUTION AGREEMENT

When This Agreement Applies

This Dispute Resolution Agreement ("Agreement") is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce. This Agreement applies to any disputes arising out of or related to your application for employment with Nordstrom or one of its affiliates, subsidiaries or parent companies ("Nordstrom"), your employment with Nordstrom or the termination of your employment. The Agreement applies to any such disputes even if they are brought by your parents, guardians, assigns, beneficiaries, spouse, children or heirs on your behalf.

This Agreement is intended to apply to the resolution of past, present and future disputes that otherwise would be resolved in a court of law and requires that all such disputes be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial except as otherwise stated in this Agreement. The Agreement applies without limitation to disputes regarding the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, discrimination, retaliation (including retaliation under the Employee Retirement Income Security Act of 1974) or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Genetic Information Non-Discrimination Act, and other state and local statutes, addressing the same or similar subject matters, and all other state statutory and common law claims. Such disputes also include without limitation disputes arising out of or relating to the interpretation or application of this Agreement. However, this Agreement does not apply to disputes regarding the enforceability, revocability or validity of the Agreement or any portion of the Agreement. Such disputes can be resolved only by a court of competent jurisdiction.

This Agreement does not prevent you from filing a charge with or seeking relief from the National Labor Relations Board, the U.S. Department of Labor, or the Equal Employment Opportunity Commission. This Agreement also does not prevent you from filing claims with similar state agencies if applicable law allows you to do so. Nothing in this Agreement shall be deemed to preclude or excuse you or Nordstrom from bringing an administrative claim before any agency in order to fulfill your/its obligation to exhaust administrative remedies before making a claim in arbitration. This Agreement does not cover disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203). This Agreement also does not cover claims for workers compensation, state disability or unemployment insurance benefits; any criminal complaint or proceeding filed by a governmental agency; claims for restitution or civil penalties owed by an employee for an act for which Nordstrom sought criminal prosecution; and claims for benefits under any employee benefit plan sponsored by Nordstrom and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance. Private attorney general actions are not subject to this Agreement and therefore must be litigated in a civil court of competent jurisdiction.

Who Conducts the Arbitration and Where It Will Take Place

The arbitrator shall be either a retired judge who presided in the jurisdiction where the arbitration is convened or an attorney who is experienced in employment law and licensed to practice law in that jurisdiction. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, the arbitrator shall be selected pursuant to the Judicial Arbitration & Mediation Services (JAMS) Employment Arbitration Rules & Procedures for selecting an arbitrator, which are currently available at <http://www.jamsadr.com/rules-employment-arbitration>. You may also obtain a copy of the JAMS rules from your Human Resources office. Aside from the rules governing selection of an arbitrator, the JAMS rules shall not otherwise apply, and this Agreement shall govern all arbitration proceedings in lieu of the JAMS rules.

The location of the arbitration proceeding shall be no more than 45 miles from the place where you last worked for Nordstrom, unless you and Nordstrom agree in writing otherwise. If you no longer reside in the general geographical vicinity where you last worked for Nordstrom and you and Nordstrom cannot agree to a location for the arbitration, the arbitrator will decide the location of the arbitration.

Starting the Arbitration Process

A demand for arbitration must be in writing and delivered by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration made to Nordstrom shall be provided to the Nordstrom Arbitration Coordinator at:

Nordstrom Arbitration Coordinator
1700 7th Avenue
Suite 1000
Seattle, WA 98101

The Nordstrom Arbitration Coordinator will contact you within 30 days of receipt of your arbitration demand to discuss next steps. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

The Arbitration Process and Procedures

In arbitration, you and Nordstrom will have the right to conduct adequate civil discovery and to bring motions, including motions for full and/or partial summary judgment and other motions that could resolve all or part of the disputes. You and Nordstrom will also have the right to present witnesses and evidence. Any disputes regarding discovery, motions, witnesses and evidence shall be resolved by the arbitrator.

The arbitration will only be recorded by a stenographer (or other means) if you or Nordstrom ask to have the arbitration recorded. If both you and Nordstrom request a recording, the cost will be shared equally. Otherwise, the person requesting the recording will pay the costs.

If you or Nordstrom fail to attend a scheduled hearing held as part of the arbitration, the arbitrator may decide the arbitration or any claim or defense without you or Nordstrom.

You and Nordstrom agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective action basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a class action and (2) a civil court of competent jurisdiction finds the Class Action Waiver is unenforceable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.

(b) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action ("Collective Action Waiver"). The Collective Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a collective action and (2) a civil court of competent jurisdiction finds the Collective Action Waiver is unenforceable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction.

Disputes regarding the validity and enforceability of the Class Action Waiver and/or the Collective Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver and Collective Action Waiver, and any other provision of this Agreement, shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

Although employees will not be retaliated against, disciplined or threatened with discipline for their exercising rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class or collective action, Nordstrom may lawfully seek enforcement of this Agreement, including the Class Action Waiver and the Collective Action Waiver under the Federal Arbitration Act, and may seek dismissal of any such class or collective action.

Who Pays For Arbitration

While in most cases there will be no filing fee, some arbitrators will charge a filing fee for initiating a case. If you initiate the arbitration and a filing fee is required, your portion of the filing fee will be the lesser of the comparable state and/or federal court filing fee applicable to your claims. If you can show that your portion of the filing fee creates an undue hardship, please contact the arbitrator for consideration to have it waived.

Nordstrom will pay the remainder of the filing fee, the arbitrator's fee and any administrative expenses. If the arbitrator finds completely in your favor, Nordstrom will reimburse your portion of the filing fee. You will also be responsible for paying your litigation costs and your attorneys' fees if you choose to have representation in any arbitration proceeding. Nordstrom will be responsible for paying its litigation costs and attorneys' fees if it chooses to have representation in any arbitration proceeding. However, if you or Nordstrom prevails on a statutory claim which allows the prevailing party to recover attorneys' fees and litigation costs, or if there is a written agreement providing for attorneys' fees and/or litigation costs, the arbitrator shall rule upon a motion for attorneys' fees and/or litigation costs under the same standards a court would apply under the law applicable to the claim at issue.

Any disputes regarding payment of attorneys' fees, administrative expenses and costs will be resolved by the arbitrator.

What Happens After the Arbitration Hearing

Within 30 days of the close of the arbitration hearing, you and Nordstrom will have the right to prepare, serve on the other party, and file with the arbitrator a brief. The arbitrator may award you or Nordstrom any remedy to which you or Nordstrom are entitled under applicable law, but such remedies shall be limited to those that would be available to you or Nordstrom in your/its individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither you, Nordstrom nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the arbitrator's award.

Making Sure There Is No Retaliation

It is against Nordstrom policy for any employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If you believe that you have been retaliated against by anyone at Nordstrom, you should immediately report this to your Human Resources office or you may call ethicspoint at 1.888.832.8358.

Entire Agreement

This Agreement is the full and complete agreement relating to the formal resolution of employment-related disputes. Moreover, you and Nordstrom agree to remain bound by this Agreement even if you transfer to a different position or location with Nordstrom and even after the employment relationship ends.

If You Are Under The Age of 18 (and Not Emancipated)

We recognize that your parents or legal guardian may be involved in your decision to work for us. They should be aware of this Dispute Resolution Agreement and how it affects you. It is your responsibility to make sure they read this Dispute Resolution Agreement.

NORDSTROM

Employee Acknowledgment and Agreement Form

RECEIPT OF EMPLOYEE MATERIALS

By signing below, I acknowledge and agree that I have received and reviewed my Employee Materials. I have read, agree to and will abide by the guidelines and information in the Employee Materials, including, but not limited to the guidelines contained in the Code of Business Conduct and Ethics; the Nordstrom Dispute Resolution Program and state specific employee materials. I agree that the Nordstrom employee guidelines and policies contained in the materials do not constitute a contract for continued employment, or employment for a specified duration, between Nordstrom and myself; and I agree that nothing in my Employee Materials modifies the at-will employment agreement included in my Nordstrom Application for Employment, which sets forth the final agreement relating to this issue.

Signature Sheron Doss 98.87.29.156

Print Name Sheron B Doss

Employee Number 10437994 Date 03/08/2015

NORDSTROM