UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) **February 26, 2020**

NORDSTROM, INC.

(Exact name of registrant as specified in its charter)

Washington	**001-15059**	**91-0515058**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1617 Sixth Avenue, Seattle, Washington 98101
(Address of principal executive offices)

Registrant’s telephone number, including area code **(206) 628-2111**

Inapplicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, without par value	JWN	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

ITEM 2.02 Results of Operations and Financial Condition

On March 3, 2020, Nordstrom, Inc. issued an earnings release announcing its results of operations for the quarter and year ended February 1, 2020, its financial position as of February 1, 2020, and its cash flows for the year ended February 1, 2020. A copy of this earnings release is attached as Exhibit 99.1.

ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

e) Compensatory Arrangements of Certain Officers

On February 26, 2020, the Compensation, People and Culture Committee (the "Committee") of the Board of Directors of the Company approved the following actions relative to salary and performance-based awards for the Company's Principal Executive Officer, Principal Financial Officer and the Named Executive Officers ("NEOs") set forth in the Company's proxy statement dated April 12, 2019 (collectively the "Executives"):

Executive	2019 Bonus[1]	2020 Base Salary[2]
Erik B. Nordstrom Chief Executive Officer (Principal Executive Officer)	$ 708,591	$ 758,500
Peter E. Nordstrom President, Nordstrom Inc. and Chief Brand Officer	$ 708,591	$ 758,500
Anne L. Bramman Chief Financial Officer (Principal Financial Officer)	$ 564,500	$ 800,000
Kenneth J. Worzel Chief Operating Officer	$ 645,433	$ 875,000
Christine F. Deputy Chief Human Resources Officer	$ 338,700	$ 625,000

[1] Nordstrom follows a pay-for-performance philosophy. The Company's compensation plans are designed to encourage executives to focus on goals that align with business strategy, operating performance and shareholder values. In support of our philosophy, performance-based awards pay out only when pre-determined performance results are achieved. The 2019 cash bonuses were determined based on the achievement of pre-established performance measures set by the Committee under the shareholder-approved Nordstrom, Inc. Executive Management Bonus Plan.

[2] Base salary amounts disclosed represent an increase of $25,000 for Christine Deputy, effective April 1, 2020. Salary amounts for the other Named Executive Officers are unchanged from base salary amounts in 2019.

Also on February 26, 2020, the Committee certified the level of attainment of the pre-established performance goals for the 2017 Performance Share Unit ("PSU") grant relating to the fiscal years 2017 through 2019. The Company's ranking within its peer group did not exceed the fortieth percentile. Accordingly, the 2017 PSUs did not vest and were canceled without payment to the Executives.

On that same date, the Committee determined to award stock option grants to Erik Nordstrom and Peter Nordstrom, effective March 9, 2020, the first open window trading date after Committee approval. Stock options were granted pursuant to the terms of the Nordstrom, Inc. 2019 Equity Incentive Plan (the "Equity Plan") and have a term of ten years with an exercise price equivalent to the closing price of the Company's Common Stock on March 9, 2020. Vesting occurs at a rate of 25% annually, beginning one year from the tenth day of the month immediately following the date of grant. The number of options to be awarded to each individual is a function of base pay, an option long-term incentive (LTI) percentage and the fair value of an option. The Binomial Lattice model is used to estimate the fair value of an option. This model requires the input of certain assumptions, including the risk-free interest rate, volatility, dividend yield and expected life. The formula for determining the number of options granted is:

No. of Options = (base pay x option LTI%) / option fair value

This summary of the key terms of the foregoing nonqualified stock option grants is qualified in its entirety by the provisions of the 2020 Nonqualified Stock Option Award Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated by reference. The number of options actually granted to Erik Nordstrom and Peter Nordstrom, once determined, will be reported in an amendment to this Current Report on Form 8-K.

On February 26, 2020, the Committee also determined to award restricted stock units ("RSUs") to Anne Bramman, Kenneth Worzel and Christine Deputy pursuant to the terms of the Equity Plan. The RSU awards are effective

March 9, 2020. RSUs entitle the participant to settle in shares of Company Common Stock. Vesting occurs at a rate of 25% annually, beginning one year from the tenth day of the month immediately following the date of grant. The number of RSUs to be awarded to each individual is a function of base pay, an RSU LTI percentage and the fair value of an RSU. The fair value of an RSU is calculated as the stock price as of the effective date less the present value of Company stock dividends over the vesting period. This calculation requires the input of certain assumptions, including the risk-free interest rate and the expected Company stock dividends. The formula for determining the number of RSUs granted is:

No. of RSUs = (base pay x RSU LTI%) / RSU fair value

This summary of the key terms of the RSU awards is qualified in its entirety by the provisions of the 2020 Restricted Stock Unit Award Agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.2 and incorporated by reference. The number of RSUs actually granted to each of the NEOs, once determined, will be reported in an amendment to this Current Report on Form 8-K.

On February 26, 2020, the Committee also determined to award PSUs to the Executives pursuant to the terms of the Equity Plan. The PSU awards are effective March 9, 2020. PSUs may only be settled in shares of Company Common Stock upon the achievement of such performance goals as may be established by the Committee at the time of grant based on any one or a combination of certain performance criteria enumerated in the Equity Plan. The 2020 PSUs may be earned over a three-year period from fiscal year 2020 through fiscal year 2022. The percentage of PSUs granted that will actually be earned at the end of the three-year period is based upon the Company’s free cash flow, earnings before interest and tax (EBIT) margin percent, and market share results over that same period. The number of PSUs to be awarded to each individual is a function of base pay, a PSU LTI percentage and the fair value of a PSU. The fair value of a PSU is calculated as the stock price as of the effective date less the present value of Company stock dividends over the vesting period. This calculation requires the input of certain assumptions, including the risk-free interest rate and the expected Company stock dividends. The formula for determining the number of PSUs granted is:

No. of PSUs = (base pay x PSU LTI%) / PSU fair value

This summary of the key terms of the PSU awards is qualified in its entirety by the provisions of the 2020 Performance Share Unit Award Agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.3 and incorporated by reference. The number of PSUs actually awarded to each of the Executives, once determined, will be reported in an amendment to this Current Report on Form 8-K.

ITEM 7.01 Regulation FD Disclosure

On March 3, 2020, Nordstrom, Inc. issued an earnings release announcing its results of operations for the quarter and year ended February 1, 2020, its financial position as of February 1, 2020, and its cash flows for the year ended February 1, 2020. A copy of this earnings release is attached as Exhibit 99.1.

The information furnished in this Item 7.01 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, regardless of any general incorporation language in such filing, except as shall be expressly set forth by a specific reference in such filing.

ITEM 8.01 Other Events

On February 27, 2020, Nordstrom, Inc. issued a press release announcing that the Board of Directors has approved a quarterly dividend. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits

10.1	Form of 2020 Nonqualified Stock Option Award Agreement
10.2	Form of 2020 Restricted Stock Unit Award Agreement
10.3	Form of 2020 Performance Share Unit Award Agreement
99.1	Nordstrom earnings release dated March 3, 2020 relating to the Company's results of operations for the quarter and year ended February 1, 2020, its financial position as of February 1, 2020, and its cash flows for the year ended February 1, 2020.
99.2	Press release of Nordstrom, Inc., dated February 27, 2020
99.3	Multimedia materials
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NORDSTROM, INC.
(Registrant)

/s/ Ann Munson Steines
Ann Munson Steines
Executive Vice President,
General Counsel and Corporate Secretary

Date: March 3, 2020

Exhibit 10.1

Nonqualified Stock Option Award Agreement

A NONQUALIFIED STOCK OPTION AWARD (hereinafter the “Option”) for the number of shares of Nordstrom Common Stock (“Common Stock”), as noted in the Nonqualified Stock Option Award Notice (the “Notice”), of Nordstrom, Inc., a Washington Corporation (the “Company”), is hereby granted to the Recipient (“Optionee”) on the date set forth in the Notice, subject to the terms and conditions of this Award Agreement. The Option is also subject to the terms, definitions and provisions of the Nordstrom, Inc. 2019 Equity Incentive Plan (the “Plan”), adopted by the Board of Directors of the Company (the “Board”) and approved by the Company’s shareholders, which is incorporated in this Award Agreement. To the extent inconsistent with this Award Agreement, the terms of the Plan shall govern. Terms not defined herein shall have the meanings as set forth in the Plan. The Compensation, People and Culture Committee of the Board (the “Committee”) has the discretionary authority to construe and interpret the Plan and this Award Agreement. All decisions of the Committee upon any question arising under the Plan or under this Award Agreement shall be final and binding on all parties. The Option is subject to the following terms and conditions:

1. **OPTION EXERCISE PRICE**
The Option exercise price is one hundred percent (100%) of the fair market value of a share of Common Stock as determined by the closing price of Common Stock on the New York Stock Exchange on the date of grant. For this purpose, the date of grant is indicated in the Notice.

2. **VESTING AND EXERCISING OF OPTION**
Except as set forth in Section 5, the Option shall vest and be exercisable pursuant to the terms of the vesting schedule set forth in the Notice. The certificate(s) or shares of Common Stock as to which the Option shall be exercised shall be registered in the name of the person(s) exercising the Option unless another person is specified. An Option hereunder may not at any time be exercised for a fractional number of shares.

(a) Method of Exercise. The Option shall be exercisable (only to the extent vested) by a written notice in a form prescribed by the Company that shall:

(i) state the election to exercise the Option, the number of shares, the total option exercise price, and the name and address of the Optionee;

(ii) be signed by the person entitled to exercise the Option; and

(iii) be in writing and delivered to Nordstrom Compensation department, or any successor department, (either directly or through a broker).

(b) Payment upon Exercise. Payment of the option exercise price for any shares with respect to which an Option is being exercised shall be by:

(i) check or bank wire transfer, or

(ii) giving an irrevocable direction for a broker approved by the Company to sell all or part of the Option shares and to deliver to the Company from the sale proceeds an amount sufficient to pay the option exercise price and any amount required to be withheld to meet the Company’s minimum statutory withholding requirements, including the employee’s share of payroll taxes. (The balance of the sale proceeds, if any, will be delivered to the Optionee.)

(c) Restrictions on Exercise. The Option may not be exercised if the issuance of the shares upon such exercise would constitute a violation of any applicable federal or state securities or other law or valid regulation, or the Company’s Insider Trading Policy. As a condition to the exercise of the Option, the Company may require the person exercising the Option to make any representation and warranty to the Company as the Company’s counsel advises and as may be required by the Company or by any applicable law or regulation.

3. **ACCEPTANCE OF OPTION AND TERMS**
Although the Company may or may not require the Optionee’s signature upon accepting the grant, the Optionee remains subject to the terms and conditions of this Award Agreement. The Optionee agrees to comply with any and all legal requirements and Company policies related to this Option or shares of Company Common Stock which may be acquired upon exercise of this Option. The Optionee acknowledges receipt of a copy of the Plan in connection with the acceptance of the Award.

4. **NONTRANSFERABILITY OF OPTION**
The Option may not be sold, pledged, assigned or transferred in any manner except in the event of the Optionee’s death. In the event of the Optionee’s death, the Options may be transferred to the person indicated on a valid beneficiary form, as designated by the Company, or if no designated beneficiary form is available, then to the person to whom the Optionee’s rights have passed by will or the laws of descent and distribution. Except as set forth in Section 5, the Option may be exercised during the lifetime of the Optionee only by the Optionee or by the guardian or legal representative of the Optionee. The terms of this Award Agreement shall be binding upon the executors, administrators, heirs and successors of the Optionee.

5. **SEPARATION OF EMPLOYMENT**

Except as set forth in this section, a vested Option may only be exercised while the Optionee is an employee of the Company or one of its subsidiaries (the “Employer”). If an Optionee’s employment is terminated, the Optionee or his or her legal representative shall have the right to exercise the Option after such termination as follows:

(a) If the Optionee dies while employed by the Employer, the Option shall immediately vest and may be exercised during the period ending four years after the Optionee’s death. The recipient named on the beneficiary form, as designated by the Company, may exercise such rights. If no valid beneficiary form exists, then the person to whom the Optionee’s rights have passed by will or the laws of descent and distribution may exercise such rights. In no event may the Option be exercised more than 10 years from the date of grant.

(b) If the Optionee is separated due to his or her disability, as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the Optionee provides Nordstrom Compensation department, or any successor department, with reasonable documentation of the Optionee’s disability, the Option shall immediately vest as of the date of such separation and may be exercised during the period ending four years after separation. In no event may the Option be exercised more than 10 years from the date of grant.

(c) If the Optionee terminates employment after having met any of the requirements set forth below, and the Option was granted at least six months prior to the termination date, the Option shall continue to vest in accordance with the terms of the Notice and may be exercised during the period ending four years after separation notwithstanding such termination of employment:

(i) the Optionee has attained age 55 with 10 continuous years of service to the Employer from the most recent hire date with the Employer; or

(ii) the Optionee has attained age 65.

In no event may the Option be exercised more than 10 years from the date of grant. If the Option was granted less than six months prior to the termination date, such Option shall be forfeited as of the date of termination.

(d) Notwithstanding subparagraphs (a), (b) and (c) of this section, the Optionee shall immediately forfeit any unvested and vested Options represented by this Award and any shares of Common Stock or proceeds from the sale of such shares of Common Stock, and the post-separation vesting and exercise rights of the Option set forth above shall cease immediately, if: (i) he or she is terminated by the Company or any of its subsidiaries for: embezzlement, theft of funds, fraud, violation of rules, regulations or policies, or any intentional harmful act or acts; or (ii) he or she at any time during the term of this Award directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, shareholder, corporate officer, director or in any other capacity, with respect to the Company or any of its subsidiaries, engages or assists any third party in engaging in any competitive business, divulges any confidential or proprietary information to a third party who is not authorized to receive the confidential or proprietary information, or improperly uses any confidential or proprietary information.

(e) Except as otherwise provided in the Plan with respect to a Change in Control, if the Optionee is separated for any reason other than those set forth in subparagraphs (a), (b), (c) and (d) above, the Optionee (or Optionee’s beneficiary) may exercise his or her Option, to the extent vested as of the date of his or her separation, within 100 days after separation. In no event may the Option be exercised more than 10 years from the date of grant. Any unvested options will be forfeited as of the date of separation.

6. **TERM OF OPTION**

The Option may not be exercised more than 10 years from the date of grant of the Option, and the vested portion of such Option may be exercised during such term only in accordance with the Plan and the terms of the Option.

7. **ADJUSTMENTS UPON CHANGES IN CAPITALIZATION**

The Option shall be adjusted pursuant to the Plan, in such manner, to such extent (if any) and at such time as the Committee deems appropriate in the circumstances, to reflect any stock dividend, stock split, split up, extraordinary cash dividend, any combination or exchange of shares or other Strategic Transaction.

8. **ADDITIONAL OPTIONS**

The Committee may or may not grant the Optionee additional Options in the future. Nothing in this Option or any future grant should be construed as suggesting that additional grants to the Optionee will be forthcoming.

9. **LEAVES OF ABSENCE**

For purposes of this Award Agreement, the Optionee’s service does not terminate due to a military leave, a medical leave or another bona fide leave of absence if the leave was approved by the Employer in writing and if continued crediting of service is required by the terms of the leave or by applicable law. But service terminates when the approved leave ends unless the Optionee immediately returns to active work.

If the Optionee goes on a leave of absence approved by the Employer, then the vesting schedule specified in the Notice may be adjusted in accordance with the Employer’s leave of absence policy or the terms of the leave.

10. **TAX WITHHOLDING**
In the event that the Company determines that it is required to withhold any tax as a result of the exercise of the Option, the Optionee, as a condition to the exercise of their Option, shall make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements.

11. **INDEPENDENT TAX ADVICE**
The tax consequences to the Optionee of receiving the Option or disposing of the shares of Common Stock which may be issuable upon the exercise of the Option is complicated and will depend, in part, on the Optionee's specific tax situation. The Optionee is advised to consult with an independent tax advisor for a full understanding of the specific tax consequences of receiving the Option or disposing of the shares of Common Stock which may be received upon exercise of the Option.

12. **RIGHTS AS A SHAREHOLDER**
Neither the Optionee nor the Optionee's beneficiary or representative shall have any rights as a shareholder with respect to any Common Stock subject to the Option, unless and until (i) the Optionee or the Optionee's beneficiary or representative becomes entitled to receive such Common Stock by filing a notice of exercise and paying the option exercise price pursuant to the Option, and (ii) the Optionee or Optionee's beneficiary or representative has satisfied any other requirement imposed by applicable law or the Plan.

13. **NO RETENTION RIGHTS**
Nothing in this Award Agreement or in the Plan shall give the Optionee the right to be retained by the Employer as an employee or in any capacity. The Employer reserves the right to terminate the Optionee's service at any time, with or without cause.

14. **CLAWBACK POLICY**
The Option, and any proceeds (Common Stock or cash) received in connection with the exercise of the Option or subsequent sale of such issued Common Stock, shall be subject to the Clawback Policy adopted by the Company's Board, as amended from time to time.

In the event the Clawback Policy is deemed unenforceable with respect to the Option, or with respect to the proceeds received in connection with the exercise of the Option or subsequent sale of Common Stock issued pursuant to the Option, then the Option grant subject to this Award Agreement shall be deemed unenforceable due to lack of adequate consideration.

15. **ENTIRE AGREEMENT**
The Notice, this Award Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

Exhibit 10.2

Restricted Stock Unit Award Agreement

AN AWARD ("Award") OF RESTRICTED STOCK UNITS ("Units"), representing a number of shares of Nordstrom Common Stock ("Common Stock") as noted in the Restricted Stock Unit Award Notice (the "Notice"), of Nordstrom, Inc., a Washington Corporation (the "Company"), is hereby granted to the Recipient ("Unit holder") on the date set forth in the Notice, subject to the terms and conditions of this Award Agreement. The Units are also subject to the terms, definitions and provisions of the Nordstrom, Inc. 2019 Equity Incentive Plan (the "Plan"), adopted by the Board of Directors of the Company (the "Board") and approved by the Company's shareholders, which is incorporated in this Award Agreement. To the extent inconsistent with this Award Agreement, the terms of the Plan shall govern. Terms not defined herein shall have the meanings as set forth in the Plan. The Compensation, People and Culture Committee of the Board (the "Committee") has the discretionary authority to construe and interpret the Plan and this Award Agreement. All decisions of the Committee upon any question arising under the Plan or under this Award Agreement shall be final and binding on all parties. The Units are subject to the following terms and conditions:

1. VESTING AND CONVERSION OF UNITS

Unless otherwise specified within this Award Agreement, the Units will vest and automatically convert into Common Stock according to the applicable terms set forth in the Notice. For the avoidance of doubt, only Common Stock shall be deliverable upon the vesting of the Units, not cash. The Company shall not be required to issue fractional shares of Common Stock upon conversion of the Units into Common Stock. The delivery of Common Stock on vesting of the Units is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), together with regulatory guidance issued thereunder, and shall occur as soon as practicable after the applicable vesting date.

2. ACCEPTANCE OF UNITS AND TERMS

Whether or not the Company requires the Unit holder to accept the Award, if the Unit holder takes no action to accept the Award, the Unit holder is deemed to have accepted the Award and will be subject to the terms and conditions of this Award Agreement. The Unit holder agrees to comply with any and all legal requirements and Company policies related to the resale or disposition of any Awards under this Award Agreement. The Unit holder acknowledges receipt of a copy of the Plan in connection with the acceptance of the Award.

3. NONTRANSFERABILITY OF UNITS

The Units may not be sold, pledged, assigned or transferred in any manner except in the event of the Unit holder's death. In the event of the Unit holder's death, the Units may be transferred to the person indicated on a valid beneficiary form, as designated by the Company, or if no designated beneficiary form is available, then to the person to whom the Unit holder's rights have passed by will or the laws of descent and distribution. Except as set forth in Section 4, Common Stock may be delivered in respect of the Units during the lifetime of the Unit holder only to the Unit holder or to the guardian or legal representative of the Unit holder. The terms of the Award Agreement shall be binding on the executors, administrators, heirs and successors of the Unit holder.

4. SEPARATION OF EMPLOYMENT

Except as set forth in this section, the Units will vest, and shares of Common Stock will be delivered in respect of the Units, only if the Unit holder is an employee of the Company or one of its subsidiaries (the "Employer") on the vesting date. If the Unit holder's employment with the Employer is terminated, the Units will vest only as follows:

(a) If the Unit holder dies while employed by the Employer, any Units represented by the Award shall immediately vest as of the date of the Unit holder's death and be delivered as Common Stock promptly thereafter. Shares shall be issued in the name of the person identified on the Unit holder's beneficiary form, as designated by the Company. If no valid beneficiary form exists, then the Common Stock delivered pursuant to the preceding sentence shall be issued in the name of the person to whom the Unit holder's rights under this Award Agreement have passed by will or the laws of descent and distribution.

(b) If the Unit holder is separated due to his or her disability, as defined in Section 22(e)(3) of the Code and the Unit holder provides Nordstrom Compensation department, or any successor department, with reasonable documentation of his or her disability, any Units represented by this Award shall immediately vest as of the date of such separation and be delivered as Common Stock promptly thereafter.

(c) If the Unit holder terminates employment after having met any of the requirements set forth below, and the Units were granted at least six months prior to the termination date, the Units shall continue to vest in accordance with the terms of the Notice, notwithstanding such termination of employment:

(i) the Unit holder has attained age 55 with 10 continuous years of service to the Employer from the most recent hire date with the Employer; or

(ii) the Unit holder has attained age 65.

If the Units were granted less than six months prior to termination, the Units shall be forfeited as of the date of termination.

(d) Notwithstanding subparagraphs (a), (b) and (c) of this section, a Unit holder shall immediately forfeit any unvested and unsettled Units represented by this Award and any shares of Common Stock or proceeds from the sale of such shares of Common Stock, and the post-separation vesting of Units and settlement rights set forth above shall cease immediately, if: (i) he or she is terminated by the Company or any of its subsidiaries for: embezzlement, theft of funds, fraud, violation of rules, regulations or policies, or any intentional harmful act or acts; or (ii) he or she at any time during the term of this Award directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, shareholder, corporate officer, director or in any other capacity, with respect to the Company or any of its subsidiaries, engages or assists any third party in engaging in any competitive business, divulges any confidential or proprietary information to a third party who is not authorized to receive the confidential or proprietary information, or improperly uses any confidential or proprietary information.

(e) Except as otherwise provided in the Plan with respect to a change in Control, if the Unit holder is separated for any reason other than those set forth in subparagraphs (a), (b), (c) or (d) above, then all Units represented by this Award shall be forfeited as of the date of the Unit holder's separation.

5. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION

The Units shall be adjusted pursuant to the Plan, in such manner, to such extent (if any) and at such time as the Committee deems appropriate and equitable in the circumstances, to reflect any stock dividend, stock split, split up, extraordinary cash dividend, any combination or exchange of shares or other Strategic Transaction.

6. NO DIVIDEND RIGHTS

Except to the extent required pursuant to Section 5 of this Award Agreement, ownership of Units shall not entitle the Unit holder to receive any dividends declared with respect to Common Stock.

7. ADDITIONAL UNITS

The Committee may or may not grant the Unit holder additional Units in the future. Nothing in this Award Agreement or any future agreement should be construed as suggesting that additional awards to the Unit holder will be forthcoming.

8. LEAVES OF ABSENCE

For purposes of this Award Agreement, the Unit holder's service does not terminate due to a military leave, a medical leave or another bona fide leave of absence if the leave was approved by the Employer in writing and if continued crediting of service is required by the terms of the leave or by applicable law. But, service terminates when the approved leave ends, unless the Unit holder immediately returns to active work.

9. TAX WITHHOLDING

No stock certificates will be distributed to the Unit holder unless the Unit holder has made acceptable arrangements to pay any withholding taxes that may be due as a result of the settlement of this Award. These arrangements may include withholding shares of Common Stock that otherwise would be distributed when the Units are settled. The fair market value of the shares required to cover withholding will be applied to the withholding of taxes prior to the Unit holder receiving the remaining shares.

If the Unit holder becomes retirement eligible, as outlined in Section 4 subparagraph (c), during the vesting life of the Units, then the Company retains the right to withhold that number of shares required to cover the Social Security, Medicare, and any other applicable taxes due in the calendar year in which the Unit holder becomes retirement eligible.

10. INDEPENDENT TAX ADVICE

The tax consequences to the Unit holder of receiving the Units or disposing of the shares of Common Stock which may be issuable upon vesting and conversion of the Units is complicated and will depend, in part, on the Unit holder's specific tax situation. The Unit holder is advised to consult with an independent tax advisor for a full understanding of the specific tax consequences of receiving or disposing of the Units or the shares of Common Stock that may be received upon vesting and conversion of the Units.

11. RIGHTS AS A SHAREHOLDER

Neither the Unit holder nor the Unit holder's beneficiary or representative shall have any rights as a shareholder with respect to any Common Stock which may be issuable upon vesting and conversion of the Units, unless and until the Units vest and Common Stock has been issued and any other requirements imposed by applicable law or the Plan have been satisfied.

12. NO RETENTION RIGHTS

Nothing in this Award Agreement or in the Plan shall give the Unit holder the right to be retained by the Employer as an employee or in any other capacity. The Employer reserves the right to terminate the Unit holder's service at any time, with or without cause.

13. CLAWBACK POLICY

The Units, and any Common Stock delivered upon vesting of the Units and the proceeds from any sale of such Common Stock, shall be subject to the Clawback Policy adopted by the Board, as amended from time to time.

In the event the Clawback Policy is deemed unenforceable with respect to the Units or with respect to the Common Stock deliverable or delivered upon vesting of the Units, then the Award of Units subject to this Award Agreement shall be deemed unenforceable due to lack of adequate consideration.

14. ENTIRE AGREEMENT

The Notice, this Award Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

This Award Agreement may not be modified or amended, except for a unilateral amendment by the Company that does not materially adversely affect the rights of the Unit holder under this Award Agreement. No party to this Award Agreement may unilaterally waive any provision hereof, except in writing. Any such modification, amendment or waiver signed by, or binding upon, the Unit holder, shall be valid and binding upon any and all persons or entities who may, at any time, have or claim any rights under or pursuant to this Award Agreement.

15. CHOICE OF LAW

This Award Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington without regard to principles of conflicts of laws, as such laws are applied to contracts entered into and performed in such State.

16. SEVERABILITY

If any provision of this Award Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Award Agreement, and this Award Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

17. CODE SECTION 409A

The Company reserves the right, to the extent the Company deems reasonable or necessary in its sole discretion, to unilaterally amend or modify this Award Agreement as may be necessary to ensure that all vesting or delivery of Common Stock provided under this Award Agreement is made in a manner that complies with Section 409A of the Code, together with regulatory guidance issued thereunder. Notwithstanding the foregoing, neither the Company nor the Committee shall have any obligation to take any action to prevent the assessment of any additional tax or penalty on any Unit holder under Section 409A of the Code and neither the Company nor the Committee will have any liability to any Unit holder for such tax or penalty.

Performance Share Unit Award Agreement

AN AWARD ("AWARD") FOR PERFORMANCE SHARE UNITS ("UNITS"), representing a number of shares of Nordstrom Common Stock ("Common Stock") as noted in the Performance Share Unit Award Notice (the "Notice"), of Nordstrom, Inc., a Washington Corporation (the "Company"), is hereby granted to the Recipient ("Unit holder") on the date set forth in the Notice, subject to the terms and conditions of this Award Agreement. The Units are also subject to the terms, definitions and provisions of the Nordstrom, Inc. 2019 Equity Incentive Plan (the "Plan"), adopted by the Board of Directors of the Company (the "Board") and approved by the Company's shareholders, which is incorporated in this Award Agreement. To the extent inconsistent with this Award Agreement, the terms of the Plan shall govern. Terms not defined herein shall have the meanings as set forth in the Plan. The Compensation, People and Culture Committee of the Board (the "Committee") has the discretionary authority to construe and interpret the Plan and this Award Agreement. All decisions of the Committee upon any question arising under the Plan or under this Award Agreement shall be final and binding on all parties. The Units are subject to the following terms and conditions:

1. **VESTING AND SETTLEMENT OF UNITS**

Units shall vest and be settled in accordance with the provisions of the Plan as follows:

(a) Vesting

Each Unit is equal in value to one share of Common Stock. Except as set forth in Section 4, Units shall vest at the applicable earned percentage when the Committee certifies the Company's achievement of the Performance Goals set forth in the Notice.

Free Cash Flow shall mean the average dollar amount of Free Cash Flow for each fiscal year in the Performance Cycle. Free Cash Flow shall be calculated in the same manner as reported externally, as the sum of net cash provided by operating activities and change in book overdrafts less capital expenditures, where net cash provided by operating activities is calculated in accordance with U.S. GAAP, subject at all times to adjustment pursuant to Section 6 and the Plan.

EBIT Margin % shall mean the average Earnings Before Interest and Income Taxes expressed as a percent of Net Sales for each fiscal year in the Performance Cycle, where each percent is weighted by Net Sales for the fiscal year divided by Net Sales for all fiscal years in the Performance Cycle. EBIT and Net Sales shall be calculated in accordance with U.S. GAAP, subject at all times to adjustment pursuant to Section 6 and the Plan.

Market Share shall mean Net Sales divided by Fashion Market Sales for the last year in the Performance Cycle, where Net Sales is calculated in accordance with U.S. GAAP, subject at all times to adjustment pursuant to Section 6 and the Plan, and Fashion Market Sales is sourced from National Product Diary ("NPD") and based on prior quarter's twelve months results.

(b) Settlement

Vested Units shall be settled and automatically converted into Common Stock, unless the Unit holder has elected to defer all or a portion of the Units into the Deferred Compensation Plan ("DCP") in accordance with its rules. For the avoidance of doubt, only Common Stock shall be deliverable upon the vesting of the Units. No fractional shares of Common Stock will be issued and the number of Units that vest will be rounded down to the next whole number upon conversion of the Units into Common Stock. The delivery of Common Stock on vesting of the Units is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), together with regulatory guidance issued thereunder, and shall occur as soon as practicable after the applicable vesting date.

(c) Withholding Taxes

No stock certificates will be distributed to the Unit holder, or amounts deferred into the DCP, unless the Unit holder has made acceptable arrangements to pay any withholding taxes that may be due as a result of the settlement of this Award. These arrangements may include withholding shares of Common Stock that otherwise would be distributed when the Units are settled. The fair market value of the shares required to cover withholding will be applied to the withholding of taxes prior to the Unit holder receiving the remaining shares.

(d) Restrictions on Resale

The Unit holder agrees not to sell any shares of Common Stock at a time when applicable laws or Company policies prohibit a sale. This restriction will apply as long as the Unit holder is an employee, director or affiliate of the Company.

2. **ACCEPTANCE OF UNITS AND TERMS**

Although the Company may or may not require the Unit holder's signature upon accepting the Award, the Unit holder remains subject to the terms and conditions of this Award Agreement. The Unit holder agrees to comply with any and all legal requirements and Company policies related to the resale or disposition of any Awards under this Award Agreement. The Unit holder acknowledges receipt of a copy of the Plan in connection with the Award.

3. **NONTRANSFERABILITY OF UNITS**

The Units may not be sold, pledged, assigned or transferred in any manner except in the event of the Unit holder's death. In the event of the Unit holder's death, the Units may be transferred to the person indicated on a valid beneficiary form, as designated by the Company, or if no designated beneficiary form is available, then to the person to whom the Unit holder's rights have passed by will or the laws of descent and distribution. Except as set forth in Section 4, the Units may be settled during the lifetime of the Unit holder only by the Unit holder or by the guardian or legal representative of the Unit holder. The terms of the Award Agreement shall be binding upon the executors, administrators, heirs and successors of the Unit holder.

4. **SEPARATION OF EMPLOYMENT**

If the Unit holder is not an employee of the Company or one of its subsidiaries (the “Employer”) on the vesting date, all Units are forfeited except as set forth in this section. If the Unit holder’s employment with the Employer is terminated, the Units shall vest only as follows:

(a) If the Unit holder dies while employed by the Employer, a prorated number of Units represented by the Award shall immediately vest at a one-hundred percent (100%) payout percentage, based on the number of full months the Unit holder was employed during the term of this Award Agreement, as of the date of the Unit holder’s death and be delivered in Common Stock promptly thereafter to the person named on the Unit holder’s beneficiary form, as designated by the Company. If no valid beneficiary form exists, then the Common Stock delivered pursuant to the preceding sentence shall be issued to the person to whom the Unit holder’s rights have passed by will or the laws of descent and distribution. If the Units were granted less than one month prior to death, the Units shall be forfeited as of the date of death with no rights to a prorated distribution at settlement.

(b) If the Unit holder is separated due to his or her disability, as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the Unit holder provides Nordstrom Compensation department, or any successor department, with reasonable documentation of his or her disability, a prorated number of Units represented by the Award shall immediately vest at a one-hundred percent (100%) payout percentage, based on the number of full months the Unit holder was employed during the term of this Award Agreement, as of the date of such separation and be delivered in Common Stock promptly thereafter. If the Units were granted less than one month prior to separation due to the Unit holder’s disability, the Units shall be forfeited as of the date of separation with no rights to a prorated distribution at settlement.

(c) If the Unit holder terminates employment after having met any of the requirements set forth below, and the Units were granted at least six months prior to the termination date, the Unit holder shall be entitled to a prorated distribution, based on the number of full months the Unit holder was employed, with respect to vested Units during the term of this Award:

(i) the Unit holder has attained age 55 with 10 continuous years of service to the Employer from the most recent hire date with the Employer; or

(ii) the Unit holder has attained age 65.

If the Units were granted less than six months prior to termination, such Units shall be forfeited as of the date of termination with no rights to a prorated distribution at settlement.

(d) Notwithstanding subparagraphs (a), (b) and (c) of this section, a Unit holder shall immediately forfeit any unvested and unsettled Units represented by this Award and any shares of Common Stock or proceeds from the sale of such shares of Common Stock, and the post-separation proration of Units and settlement rights set forth above shall cease immediately, if: (i) he or she is terminated by the Company or any of its subsidiaries for embezzlement, theft of funds, fraud, violation of rules, regulations or policies, or any intentional harmful act or acts; or (ii) he or she directly or indirectly at any time during the term of this Award, either as an employee, employer, consultant, agent, principal, partner, shareholder, corporate officer, director or in any other capacity, with respect to the Company or any of its subsidiaries, engages or assists any third party in engaging in any competitive business, divulges any confidential or proprietary information to a third party who is not authorized to receive the confidential or proprietary information, or improperly uses any confidential or proprietary information.

(e) Except as otherwise provided in the Plan with respect to a Change in Control, if the Unit holder is separated for any reason other than those set forth in subparagraphs (a), (b), (c) and (d) above, Units, to the extent not vested and settled as of the date of his or her separation, shall be forfeited as of that date.

5. **TERM OF UNITS**

Units not certified by the Committee as having vested as of the end of the Performance Cycle for which the Units were awarded shall be forfeited.

6. **ADJUSTMENTS TO PERFORMANCE GOALS**

The Performance Goals may be subject to the following adjustments as determined by the Committee: extraordinary, unusual or non-recurring items of gain or loss; gains or losses on the disposition of a business, a segment of a business, or significant assets outside the ordinary course of business; changes in tax or accounting standards, principles, regulations or laws; the effect of a merger or acquisition, including all financial results derived therefrom during the period from the merger or acquisition date through the end of the Performance Cycle in which the merger or acquisition occurred; gains or losses due to non-cash adjustments which relate to the valuation of long-term assets rather than current-year performance (including but not necessarily limited to gain or loss recognized for store closures, lease terminations, pension adjustments and mark to market adjustments); the impact of other similar occurrences outside of the Company’s core, on-going business activities (including but not necessarily limited to litigation or tax reserves, financing activities, foreign exchange rate fluctuations and restructuring charges); material impacts of non-operational tax items (e.g., reorganizations, settlements, method changes); and adjustments to total market sales that impact the 3-year results.

7. **ADJUSTMENTS UPON CHANGES IN CAPITALIZATION**

The Units shall be adjusted pursuant to the Plan, in such manner, to such extent (if any) and at such time as the Committee deems appropriate and equitable in the circumstances, to reflect any stock dividend, stock split, split up, extraordinary cash dividend, any combination or exchange of shares or other Strategic Transaction.

8. **NO DIVIDEND RIGHTS**

Except to the extent required pursuant to Section 7 of this Award Agreement or under the terms of the DCP (for any Units deferred under that plan), ownership of Units shall not entitle the Unit holder to receive any dividends declared with respect to Common Stock.

9. **ADDITIONAL UNITS**

The Committee may or may not grant the Unit holder additional Units in the future. Nothing in this Award or any future Award Agreement should be construed as suggesting that additional Units to the Unit holder will be forthcoming.

10. **LEAVES OF ABSENCE**

For purposes of this Award, the Unit holder’s service does not terminate due to a military leave, a medical leave or another bona fide leave of absence if the leave was approved by the Employer in writing and if continued crediting of service is required by the terms of the leave or by applicable law. But, service terminates when the approved leave ends unless the Unit holder immediately returns to active work.

11. **INDEPENDENT TAX ADVICE**

The tax consequences to the Unit holder of receiving the Units or disposing of the shares of Common Stock which may be issuable upon vesting and conversion of the Units are complicated and will depend, in part, on the Unit holder’s specific tax situation. The Unit holder is advised to consult with an independent tax advisor for a full understanding of the specific tax consequences of receiving or disposing of the Units or the shares of Common Stock that may be received upon vesting and conversion of the Units.

12. **RIGHTS AS A SHAREHOLDER**

Neither the Unit holder nor the Unit holder’s beneficiary or representative shall have any rights as a shareholder with respect to any Common Stock subject to these Units, unless and until the Units vest and are settled in Common Stock.

13. **NO RETENTION RIGHTS**

Nothing in this Award Agreement or in the Plan shall give the Unit holder the right to be retained by the Employer as an employee or in any capacity. The Employer reserves the right to terminate the Unit holder’s service at any time, with or without cause.

14. **CLAWBACK POLICY**

The Units, and any proceeds (Common Stock or cash) received in connection with the settlement of the Units or subsequent sale of such issued Common Stock, shall be subject to the Clawback Policy adopted by the Company’s Board, as amended from time to time.

In the event the Clawback Policy is deemed unenforceable with respect to the Units, or with respect to the proceeds received in connection with the settlement of the Units or subsequent sale of such issued Common Stock, then the award of Units subject to this agreement shall be deemed unenforceable due to lack of adequate consideration.

15. **DEFERRAL OF UNITS**

A Unit holder may elect to defer all or a portion of the Units into the DCP in accordance with its terms. Upon deferral, the vested Units (and their subsequent settlement and payment) shall be governed by the terms and conditions of the DCP, as that plan may be amended from time to time by the Company.

16. **ENTIRE AGREEMENT**

The Notice, this Award Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

This Award Agreement may not be modified or amended, except for a unilateral amendment by the Company that does not materially adversely affect the rights of the Unit holder under this Award Agreement. No party to this Award Agreement may unilaterally waive any provision hereof, except in writing. Any such modification, amendment or waiver signed by, or binding upon, the Unit holder, shall be valid and binding upon any and all persons or entities who may, at any time, have or claim any rights under or pursuant to this Award Agreement.

17. **CHOICE OF LAW**
This Award Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of laws, as such laws are applied to contracts entered into and performed in such State.

18. **SEVERABILITY**
If any provision of this Award Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Award Agreement, and this Award Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

19. **CODE SECTION 409A**
The Company reserves the right, to the extent the Company deems reasonable or necessary in its sole discretion, to unilaterally amend or modify this Award Agreement as may be necessary to ensure that all vesting or delivery of compensation provided under this Award Agreement is made in a manner that complies with Section 409A of the Code, together with regulatory guidance issued thereunder. Notwithstanding the foregoing, neither the Company nor the Committee shall have any obligation to take any action to prevent the assessment of any additional tax or penalty on any Unit holder under Section 409A of the Code and neither the Company nor the Committee will have any liability to any Unit holder for such tax or penalty.

Exhibit 99.1

NORDSTROM

FOR RELEASE:
March 3, 2020 at 1:05 PM PST

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Nordstrom Reports Fourth Quarter and Fiscal 2019 Earnings

Q4 net sales grew 1.3 percent, improving year-to-date trends by over 400 basis points
Full-year EPS excluding charges in-line with Company's prior outlook

SEATTLE, Wash. (March 3, 2020) – Nordstrom, Inc. (NYSE: JWN) today reported fourth quarter results, excluding charges, in-line with the Company's prior outlook, reflecting further sales momentum and continued operating discipline. Net sales growth of 1.3 percent improved by more than 400 basis points from year-to-date trends, with growth in Nordstrom's Full-Price and Off-Price businesses.

Earnings per diluted share for the quarter ended February 1, 2020, of $1.23 included charges of $0.19, which were not reflected in the Company's prior outlook. These charges primarily related to the integration of Trunk Club as part of Nordstrom's market strategy in addition to debt refinancing costs.

For fiscal 2019, earnings per diluted share were $3.18. Excluding charges of $0.19, earnings per diluted share were in-line with the Company's prior outlook of $3.30 to $3.50. Net sales decreased 2.2 percent compared with fiscal 2018, in-line with expectations.

"Through our customer focus, inventory efficiencies and expense discipline, we drove improvement in sales trends in Full-Price and Off-Price, and we increased profitability during the second half of the year. Our 2019 results reflected the accelerated roll out of our market strategy, our strength of Nordstrom Rack's execution, improved merchandise margins and realized expense savings that were 10 percent above our plan," said Erik Nordstrom, chief executive officer, Nordstrom, Inc. "As we move forward, we are further leveraging digital capabilities and scaling our market strategy to drive sales and earnings growth. The momentum from our investments and market strategy is enabling us to get closer to customers, transforming the way we're serving them."

Market Strategy

Nordstrom's market strategy leverages physical and digital assets to offer customers a greater selection of merchandise available next-day and more convenient access to services. In 2019, the Company accelerated its strategy to five top markets — New York, Los Angeles, Chicago, Dallas and San Francisco — resulting in outsized customer engagement and a lift in sales trends of 80 basis points relative to other markets in the fourth quarter.

Based on successful results, Nordstrom will further expand its market strategy through several key initiatives including:

- Expanding to five additional markets — Philadelphia, Washington D.C., Boston, Seattle, and Toronto — for a total of 10 markets, which represent more than half of the Company's sales
- Adding convenience with additional Nordstrom Local service hubs in addition to express services of order pickup, returns and alterations at more than 50 Nordstrom Racks
- Launching dedicated e-commerce in Canada to enable a seamless shopping experience across stores and online
- Ramping its supply chain network to ultimately improve delivery speed on the West Coast, which represents 40 percent of customers
- Integrating Trunk Club into Nordstrom full-line stores and Nordstrom.com to create a cohesive styling offering across Nordstrom and to gain efficiencies.

Board and Executive Management Update

The Company today announced changes to its Board of Directors. Current board members Kevin Turner and Gordon Smith have chosen not to seek re-election to the Board at the expiration of their respective terms at the Company's Annual Shareholders Meeting on May 20, 2020. The Board is working with an external executive search firm for director candidates to fill their seats.

Additionally, the Board has announced planned changes designed to enhance its corporate governance. This will include reducing the maximum size of the Board from 11 to 10 over the next two years and introducing a 10-year term limit for independent directors.

"Kevin and Gordon each have made invaluable contributions to our board, including through their important roles as Chairs of the Technology and Corporate Governance and Nominating Committees, respectively," said Brad Smith, Chairman of Nordstrom's Board of Directors.

The Company also announced today it will transition from its co-President structure to a sole Chief Executive Officer, with Erik Nordstrom to serve in this role. Pete Nordstrom has been named as the Company's President of Nordstrom Inc. and Chief Brand Officer. The new titles reflect their current and ongoing responsibilities. Both Erik and Pete Nordstrom will remain on the Company's Board of Directors.

Erik Nordstrom stated: "These titles help clarify our respective roles, as we strive to maximize our impact both as individual leaders and as a team. Pete and I continue to be partners in ensuring Nordstrom's success, and we are both focused on executing our long-term plan. We look forward to continue working with our Board to deliver on our shared vision for the future of Nordstrom."

FOURTH QUARTER SUMMARY

- Fourth quarter net earnings were $193 million compared with $248 million during the same period in fiscal 2018. Fiscal 2019 included $29 million of charges, after tax, primarily representing non-cash asset write-downs resulting from the integration of Trunk Club in addition to debt refinancing costs.
- Earnings before interest and taxes ("EBIT") was $299 million, or 6.7 percent of net sales, compared with $333 million, or 7.6 percent of net sales for the same period in fiscal 2018. Excluding integration charges of $32 million, EBIT margin slightly decreased compared to prior year.
- In Full-Price, net sales increased 1.0 percent. In Off-Price, net sales increased 1.8 percent. Digital sales grew 9 percent and represented 35 percent of sales. Online order pickup contributed more than half of digital sales growth in Full-Price.
- Gross profit, as a percentage of net sales, of 35 percent decreased 9 basis points compared with the same period in fiscal 2018. This was primarily due to higher costs from growth of the loyalty program and planned occupancy costs related to the NYC flagship store, partially offset by increased merchandise margins. Ending inventory decreased 2.9 percent from last year, marking four consecutive quarters of sales growing faster than inventory.
- Selling, general and administrative ("SG&A") expenses, as a percentage of net sales, of 30.5 percent increased 70 basis points compared with the same period in fiscal 2018. Excluding integration charges, SG&A rate was flat, reflecting realized expense savings of approximately $55 million from ongoing productivity initiatives.

FULL YEAR SUMMARY

- Full year net earnings were $496 million compared with $564 million for fiscal 2018. Fiscal 2019 included integration charges and debt refinancing costs of $29 million, after tax. Fiscal 2018 net earnings included a credit-related charge of $49 million, after tax.
- EBIT was $784 million, or 5.2 percent of net sales, compared with $837 million, or 5.4 percent of net sales, for fiscal 2018. Excluding integration charges of $32 million in 2019 and credit-related charges of $72 million in 2018, EBIT margin deleveraged by approximately 50 basis points.
- In Full-Price, net sales decreased 3.5 percent. In Off-Price, net sales increased 0.2 percent. Nordstrom successfully executed plans to improve sales trends during the year through loyalty, digital marketing and merchandising initiatives. Digital sales grew 7 percent and represented 33 percent of sales.
- Gross profit, as a percentage of net sales, of 34.4 percent was flat compared with fiscal 2018. This reflected increased merchandise margins, offset by higher costs from growth in the loyalty program and planned occupancy costs related to the NYC flagship store.
- SG&A expenses, as a percentage of net sales, of 31.8 percent increased 32 basis points compared with fiscal 2018. Excluding integration charges in 2019 and a credit-related charge in 2018, SG&A rate increased by approximately 60 basis points, driven by deleverage of fixed costs from lower volume. Nordstrom achieved annual expense savings of $225 million, exceeding the high end of its plan by more than 10 percent and contributing to a reduction in expense dollars relative to last year.

FINANCIAL POSITION FULL YEAR SUMMARY

- Operating cash flow was in excess of $1 billion for the eleventh consecutive year.
- The Company’s debt leverage ratio, excluding charges, was in-line with expectations.
- During the year, the Company repurchased 4.1 million shares of its common stock for $186 million. A total capacity of $707 million remains available under its existing share repurchase authorization.

Click here for multimedia materials.

FISCAL YEAR 2020 OUTLOOK

Nordstrom remains committed to increasing total shareholder returns through three financial objectives: gaining market share; increasing profitability and return on invested capital; and maintaining disciplined capital allocation. The Company has provided financial expectations for fiscal 2020, which does not include any potential impact from the current coronavirus situation, as follows:

Net sales	1.5 to 2.5 percent increase
Credit card revenues, net	Mid-single-digit growth
EBIT	$815 to $855 million
EBIT margin	5.3 to 5.5 percent
Earnings per diluted share (assuming impact of future share repurchases)	$3.25 to $3.50

The Company completed its generational investment cycle with the opening of its NYC flagship store in 2019. Fiscal 2020 is a pivotal point in free cash flow inflection. The Company’s guidance also incorporates the following assumptions:

- increase in free cash flow of approximately 2.5 times relative to fiscal 2019
- capital expenditures of approximately 4 percent of sales
- interest expense, net of approximately $120 million
- effective tax rate of approximately 27 percent
- earnings per diluted share outlook assumes impact of future share repurchases between $300 million to $400 million. The actual timing, price, manner and amounts of future share repurchases, if any, will be subject to market and economic conditions and applicable Securities and Exchange Commission (“SEC”) rules.

EXPANSION UPDATE

Nordstrom has announced plans to open the following stores in fiscal 2020:

Location	Store Name	Square Footage (000's)	Timing
Off-Price			
Langley, British Columbia	Willowbrook Shopping Centre	30	Spring
Tacoma, Washington	Tacoma Mall	30	Fall

Number of stores	February 1, 2020	February 2, 2019
Full-Price		
U.S. — Nordstrom full-line	**110**	115
Canada — Nordstrom full-line	**6**	6
Canada — Nordstrom Rack	**6**	6
Other Full-Price[1]	**14**	12
Off-Price		
U.S. — Nordstrom Rack	**242**	238
Last Chance clearance stores	**2**	2
Total	**380**	379

[1] Other Full-Price includes Trunk Club clubhouses, Jeffrey boutiques and Nordstrom Local service hubs.

Gross square footage	**30,198,000**	30,385,000

CONFERENCE CALL INFORMATION

The Company's senior management will host a conference call to discuss fourth quarter and fiscal 2019 results and fiscal 2020 outlook at 4:45 p.m. Eastern Standard Time today. To listen to the live call online and view the speakers' prepared remarks and the conference call slides, visit the Investor Relations section of the Company's corporate website at http://investor.nordstrom.com. An archived webcast with the speakers' prepared remarks and the conference call slides will be available in the Quarterly Results section for one year. Interested parties may also dial 201-689-8354. A telephone replay will be available beginning approximately three hours after the conclusion of the call by dialing 877-660-6853 or 201-612-7415 and entering Conference ID 13699077, until the close of business on March 10, 2020.

ABOUT NORDSTROM

Nordstrom, Inc. is a leading fashion retailer based in the U.S. Founded in 1901 as a shoe store in Seattle, today Nordstrom operates 380 stores in 40 states, including 116 full-line stores in the United States, Canada and Puerto Rico; 248 Nordstrom Rack stores; three Jeffrey boutiques; two clearance stores; six Trunk Club clubhouses; and five Nordstrom Local service hubs. Additionally, customers are served online through Nordstrom.com, Nordstromrack.com, HauteLook and TrunkClub.com. Nordstrom, Inc.'s common stock is publicly traded on the NYSE under the symbol JWN.

Certain statements in this press release contain or may suggest "forward-looking" information (as defined in the Private Securities Litigation Reform Act of 1995) that involves risks and uncertainties that could cause results to be materially different from expectations. The words "will," "may," "designed to," "outlook," "believes," "should," "targets," "anticipates," "assumptions," "plans," "expects" or "expectations," "intends," "estimates," "forecasts," "guidance" and similar expressions identify certain of these forward-looking statements. The Company also may provide forward-looking statements in oral statements or other written materials released to the public. All statements contained or incorporated in this press release or in any other public statements that address such future events or expectations are forward-looking statements. Important factors that could cause actual results to differ materially from these forward-looking statements are detailed in the Company's Annual Report on Form 10-K for the fiscal year ended February 2, 2019. These forward-looking statements are not guarantees of future performance and speak only as of the date hereof, and, except as required by law, the Company undertakes no obligation to update or revise any forward-looking statements to reflect subsequent events, new information or future circumstances.

NORDSTROM, INC.
CONSOLIDATED STATEMENTS OF EARNINGS
(unaudited; amounts in millions, except per share amounts)

	Quarter Ended		Year Ended	
	February 1, 2020	**February 2, 2019**	**February 1, 2020**	**February 2, 2019**
Net sales	**$ 4,439**	$ 4,383	**$ 15,132**	$ 15,480
Credit card revenues, net	**99**	101	**392**	380
Total revenues	**4,538**	4,484	**15,524**	15,860
Cost of sales and related buying and occupancy costs	**(2,884)**	(2,843)	**(9,932)**	(10,155)
Selling, general and administrative expenses	**(1,355)**	(1,308)	**(4,808)**	(4,868)
Earnings before interest and income taxes[1]	**299**	333	**784**	837
Interest expense, net[1]	**(36)**	(23)	**(102)**	(104)
Earnings before income taxes	**263**	310	**682**	733
Income tax expense	**(70)**	(62)	**(186)**	(169)
Net earnings[1]	**$ 193**	$ 248	**$ 496**	$ 564
Earnings per share:				
Basic	**$ 1.24**	$ 1.50	**$ 3.20**	$ 3.37
Diluted[1]	**$ 1.23**	$ 1.48	**$ 3.18**	$ 3.32
Weighted-average shares outstanding:				
Basic	**155.5**	164.8	**155.2**	167.3
Diluted	**156.6**	167.1	**156.1**	170.0
Percent of net sales:				
Gross profit	**35.0%**	35.1%	**34.4%**	34.4%
Selling, general and administrative expenses	**30.5%**	29.8%	**31.8%**	31.5%
Earnings before interest and income taxes	**6.7%**	7.6%	**5.2%**	5.4%

[1] In the fourth quarter of 2019, we incurred charges related to the integration of Trunk Club as part of Nordstrom's market strategy and debt refinancing costs, which reduced net earnings by $29 million or $0.19 per diluted share. The integration charges reduced earnings before interest and income taxes by $32 million and debt refinancing costs increased interest expense by $8 million. Results for the year ended February 2, 2019 were reduced by an estimated non-recurring credit-related charge of $72 million, or $49 million net of tax, and $0.28 per diluted share.

NORDSTROM, INC.
CONSOLIDATED BALANCE SHEETS
(unaudited; amounts in millions)

	February 1, 2020	February 2, 2019
Assets		
Current assets:		
Cash and cash equivalents	**$ 853**	$ 957
Accounts receivable, net	**179**	148
Merchandise inventories	**1,920**	1,978
Prepaid expenses and other	**278**	291
Total current assets	**3,230**	3,374
Land, property and equipment, net	**4,179**	3,921
Operating lease right-of-use assets	**1,774**	—
Goodwill	**249**	249
Other assets	**305**	342
Total assets	**$ 9,737**	$ 7,886
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	**$ 1,576**	$ 1,469
Accrued salaries, wages and related benefits	**510**	580
Current portion of operating lease liabilities	**244**	—
Other current liabilities	**1,190**	1,324
Current portion of long-term debt	**—**	8
Total current liabilities	**3,520**	3,381
Long-term debt, net	**2,676**	2,677
Deferred property incentives, net	**4**	457
Non-current operating lease liabilities	**1,875**	—
Other liabilities	**683**	498
Commitments and contingencies		
Shareholders' equity:		
Common stock, no par value: 1,000 shares authorized; 155.6 and 157.6 shares issued and outstanding	**3,129**	3,048
Accumulated deficit	**(2,082)**	(2,138)
Accumulated other comprehensive loss	**(68)**	(37)
Total shareholders' equity	**979**	873
Total liabilities and shareholders' equity	**$ 9,737**	$ 7,886

NORDSTROM, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited; amounts in millions)

	Year Ended	
	February 1, 2020	**February 2, 2019**
Operating Activities		
Net earnings	**$ 496**	$ 564
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization expenses and other, net	**671**	669
Amortization of deferred property incentives	**—**	(75)
Right-of-use asset amortization	**183**	—
Deferred income taxes, net	**52**	(34)
Stock-based compensation expense	**69**	90
Change in operating assets and liabilities:		
Accounts receivable	**82**	(4)
Merchandise inventories	**30**	15
Prepaid expenses and other assets	**(38)**	(8)
Accounts payable	**98**	12
Accrued salaries, wages and related benefits	**(71)**	1
Other current liabilities	**(94)**	15
Deferred property incentives	**6**	53
Lease liabilities	**(259)**	—
Other liabilities	**11**	(2)
Net cash provided by operating activities	**1,236**	1,296
Investing Activities		
Capital expenditures	**(935)**	(654)
Other, net	**26**	1
Net cash used in investing activities	**(909)**	(653)
Financing Activities		
Proceeds from long-term borrowings, net of discounts	**499**	—
Principal payments on long-term borrowings	**(500)**	(56)
Increase in cash book overdrafts	**8**	—
Cash dividends paid	**(229)**	(250)
Payments for repurchase of common stock	**(210)**	(678)
Proceeds from issuances under stock compensation plans	**29**	163
Tax withholding on share-based awards	**(17)**	(20)
Other, net	**(11)**	(26)
Net cash used in financing activities	**(431)**	(867)
Net decrease in cash and cash equivalents	**(104)**	(224)
Cash and cash equivalents at beginning of year	**957**	1,181
Cash and cash equivalents at end of year	**$ 853**	$ 957

NORDSTROM, INC.
SUMMARY OF NET SALES
(unaudited; amounts in millions)

Our Full-Price business includes our Nordstrom U.S. full-line stores, Nordstrom.com, Canada, Trunk Club, Jeffrey and Nordstrom Local. Our Off-Price business includes Nordstrom U.S. Rack stores, Nordstromrack.com/HauteLook and Last Chance clearance stores. The following table summarizes net sales for the quarter and year ended February 1, 2020 compared with the same periods in fiscal 2018:

	Quarter Ended		Year Ended	
	February 1, 2020	**February 2, 2019**	**February 1, 2020**	**February 2, 2019**
Net sales by business:				
Full-Price	**$ 3,015**	$ 2,985	**$ 9,943**	$ 10,299
Off-Price	**1,424**	1,398	**5,189**	5,181
Total net sales	**$ 4,439**	$ 4,383	**$ 15,132**	$ 15,480
Net sales increase (decrease) by business:				
Full-Price[1]	**1.0%**	(8.8%)	**(3.5%)**	(1.5%)
Off-Price[2]	**1.8%**	(2.7%)	**0.2%**	4.5%
Total Company[3]	**1.3%**	(4.7%)	**(2.2%)**	2.3%
Digital sales as % of total net sales[4]	**35%**	33%	**33%**	30%

[1] Prior year Full-Price net sales included a decrease of approximately 800 basis points for the fourth quarter and 300 basis points for the year ended February 2, 2019, due primarily to the 53rd week and loyalty related adjustments in 2017.

[2] Prior year Off-Price net sales included a decrease of approximately 800 basis points for the fourth quarter and 250 basis points for the year ended February 2, 2019, due primarily to the 53rd week and loyalty related adjustments in 2017.

[3] Prior year net sales included a decrease of approximately 500 basis points in the fourth quarter and 150 basis points for the year ended February 2, 2019, due to the 53rd week in 2017.

[4] Digital sales are online sales and digitally assisted store sales which include Online Order Pickup, Ship to Store and Style Board, a digital selling tool.

NORDSTROM, INC.
ADJUSTED RETURN ON INVESTED CAPITAL (“ADJUSTED ROIC”)
(NON-GAAP FINANCIAL MEASURE)
(unaudited; dollar amounts in millions)

We believe that Adjusted ROIC is a useful financial measure for investors and credit agencies in evaluating the efficiency and effectiveness of the capital we have invested in our business to generate returns over time. In addition, we have incorporated it in our executive incentive measures and we believe it is an important indicator of shareholders’ return over the long term.

For 2019, income statement activity for adjusted net operating profit and balance sheet amounts for average invested capital are measured under the new lease standard (“Lease Standard”), while 2018 were measured under the previous lease standard. Under the previous lease standard, we estimated the value of our operating leases as if they met the criteria for capital leases or we had purchased the properties. This provided additional supplemental information that estimated the investment in our operating leases. Estimated depreciation on capitalized operating leases and average estimated asset base of capitalized operating leases are not calculated in accordance with, nor an alternative for, generally accepted accounting principles (“GAAP”) and should not be considered in isolation or as a substitute for our results as reported under GAAP.

Adjusted ROIC is not a measure of financial performance under GAAP and should be considered in addition to, and not as a substitute for, return on assets, net earnings, total assets or other GAAP financial measures. Our method of determining non-GAAP financial measures may differ from other companies’ methods and therefore may not be comparable to those used by other companies. The financial measure calculated under GAAP which is most directly comparable to Adjusted ROIC is return on assets. The following is a reconciliation of return on assets to Adjusted ROIC:

	Four Quarters Ended	
	February 1, 2020	**February 2, 2019**
Net earnings	**$ 496**	$ 564
Add: income tax expense	**186**	169
Add: interest expense	**112**	119
Earnings before interest and income tax expense	**794**	852
Add: operating lease interest[1]	**101**	—
Add: rent expense, net	**—**	251
Less: estimated depreciation on capitalized operating leases[2]	**—**	(134)
Adjusted net operating profit	**895**	969
Less: estimated income tax expense	**(244)**	(223)
Adjusted net operating profit after tax	**$ 651**	$ 746
Average total assets	**$ 9,765**	$ 8,282
Add: average estimated asset base of capitalized operating leases[2]	**—**	2,018
Less: average deferred property incentives and deferred rent liability	**—**	(616)
Less: average deferred property incentives in excess of ROU assets[3]	**(307)**	—
Less: average non-interest-bearing current liabilities	**(3,439)**	(3,479)
Average invested capital	**$ 6,019**	$ 6,205
Return on assets[4,5]	**5.1%**	6.8%
Adjusted ROIC[4,5]	**10.8%**	12.0%

[1] As a result of the adoption of the Lease Standard, we add back the operating lease interest to reflect how we manage our business. Operating lease interest is a component of operating lease cost recorded in occupancy costs and is calculated in accordance with the Lease Standard.

[2] Capitalized operating leases is our best estimate of the asset base we would record for our leases that are classified as operating under the previous lease standard if they had met the criteria for a finance lease or we had purchased the property. The asset base for each quarter is calculated as the trailing four quarters of rent expense multiplied by eight, a commonly used method to estimate the asset base we would record for our capitalized operating leases.

[3] For leases with property incentives that exceed the ROU assets, we reclassify the amount from assets to other current liabilities and other liabilities. As a result of the adoption of the Lease Standard, we reduce average total assets, as this better reflects how we manage our business.

[4] For fiscal year 2018, results included a $72 unfavorable impact related to the estimated non-recurring credit-related charge which negatively impacted return on assets by approximately 60 basis points and Adjusted ROIC by approximately 80 basis points.

[5] For fiscal year 2019, the adoption of the Lease Standard negatively impacted return on assets by approximately 120 basis points and Adjusted ROIC by approximately 40 basis points. Integration charges of $32 in fiscal year 2019, were primarily non-cash related and negatively impacted return on assets by approximately 30 basis points and Adjusted ROIC by approximately 40 basis points.

NORDSTROM, INC.
ADJUSTED DEBT TO EBITDAR (NON-GAAP FINANCIAL MEASURE)
(unaudited; dollar amounts in millions)

Adjusted Debt to earnings before interest, income taxes, depreciation, amortization and rent ("EBITDAR") is one of our key financial metrics and we believe using this measure is useful for analyzing our debt levels, as it provides a reflection of our credit worthiness that could impact our credit rating and borrowing costs. Our goal is to manage debt levels to maintain an investment-grade credit rating and operate with an efficient capital structure.

For 2019, income statement activity and balance sheet amounts are measured under the Lease Standard, while 2018 activity and amounts were measured under the previous lease standard. Under the previous lease standard, we estimated the value of our operating leases as if they met the criteria for capital leases or we had purchased the properties. This provided additional supplemental information that estimated the investment in our operating leases. Estimated capitalized operating lease liability is not calculated in accordance with, nor an alternative for, GAAP and should not be considered in isolation or as a substitution for our results as reported under GAAP.

Adjusted Debt to EBITDAR is not a measure of financial performance under GAAP and should be considered in addition to, and not as a substitute for, debt to net earnings, net earnings, debt or other GAAP financial measures. Our method of determining non-GAAP financial measures may differ from other companies' methods and therefore may not be comparable to those used by other companies.

The following is a reconciliation of debt to net earnings to Adjusted Debt to EBITDAR:

	2019[1]	2018[1]
Debt	**$ 2,676**	$ 2,685
Add: operating lease liabilities	**2,119**	—
Add: estimated capitalized operating lease liability[2]	**—**	2,009
Adjusted Debt	**$ 4,795**	$ 4,694
Net earnings	**$ 496**	$ 564
Add: income tax expense	**186**	169
Add: interest expense, net	**102**	104
Earnings before interest and income taxes	**784**	837
Add: depreciation and amortization expenses	**671**	669
Add: lease costs, net[3]	**274**	—
Add: rent expense, net	**—**	**251**
Adjusted EBITDAR	**$ 1,729**	$ 1,757
Debt to Net Earnings[4]	**5.4**	4.8
Adjusted Debt to EBITDAR[4]	**2.8**	2.7

[1] The components of Adjusted Debt are as of February 1, 2020 and February 2, 2019, while the components of Adjusted EBITDAR are for fiscal years 2019 and 2018.
[2] Based upon the estimated lease liability as of the end of the period, calculated as the trailing four quarters of rent expense multiplied by eight, a commonly used method of estimating the debt we would record for our leases that are classified as operating if they had met the criteria for a capital lease or we had purchased the property.
[3] As a result of the adoption of the Lease Standard, we add back lease costs, net to calculate Adjusted EBITDAR. Lease costs, net excludes variable common area maintenance charges and variable real estate taxes for comparability with how we presented rent expense, net in the prior year. This is how management views the measure internally.
[4] For fiscal year 2019, integration charges of $32 were primarily non-cash related, and negatively impacted Debt to Net Earnings by approximately 0.3 and Adjusted Debt to EBITDAR by approximately 0.1. The adoption of the Lease Standard in fiscal year 2019 did not have a significant impact on Debt to Net Earnings or Adjusted Debt to EBITDAR. Results for fiscal year 2018 included the $72 impact related to the Estimated Non-recurring Charge, which negatively impacted Debt to Net Earnings by 0.4 and Adjusted Debt to EBITDAR by 0.1.

NORDSTROM, INC.
FREE CASH FLOW (NON-GAAP FINANCIAL MEASURE)
(unaudited; amounts in millions)

Free Cash Flow is one of our key liquidity measures, and when used in conjunction with GAAP measures, we believe it provides investors with a meaningful analysis of our ability to generate cash from our business.

Free Cash Flow is not a measure of financial performance under GAAP and should be considered in addition to, and not as a substitute for, operating cash flows or other financial measures prepared in accordance with GAAP. Our method of determining non-GAAP financial measures may differ from other companies' methods and therefore may not be comparable to those used by other companies. The financial measure calculated under GAAP which is most directly comparable to Free Cash Flow is net cash provided by operating activities. The following is a reconciliation of net cash provided by operating activities to Free Cash Flow:

	Year Ended	
	February 1, 2020	**February 2, 2019**
Net cash provided by operating activities	**$ 1,236**	$ 1,296
Less: capital expenditures[1]	**(935)**	(654)
Add: change in cash book overdrafts	**8**	—
Free Cash Flow	**$ 309**	$ 642

[1] Capital expenditures does not include cash receipts from deferred property incentives of $85 and $53 in fiscal years 2019 and 2018. We operationally view the property incentives we receive from our developers and vendors as an offset to our capital expenditures.

NORDSTROM, INC.
ADJUSTED EBITDA (NON-GAAP FINANCIAL MEASURE)
(unaudited; amounts in millions)

Adjusted earnings before interest, income taxes, depreciation and amortization ("EBITDA") is one of our key financial metrics to reflect our view of cash flow from net earnings. Adjusted EBITDA excludes significant items which are non-operating in nature in order to evaluate our core operating performance against prior periods. The financial measure calculated under GAAP which is most directly comparable to Adjusted EBITDA is net earnings.

Adjusted EBITDA is not a measure of financial performance under GAAP and should be considered in addition to, and not as a substitute for net earnings, overall change in cash or liquidity of the business as a whole. Our method of determining non-GAAP financial measures may differ from other companies' methods and therefore may not be comparable to those used by other companies. The following is a reconciliation of net earnings to Adjusted EBITDA:

	Year Ended	
	February 1, 2020	**February 2, 2019**
Net earnings	**$ 496**	$ 564
Add: income tax expense	**186**	169
Add: interest expense, net	**102**	104
Earnings before interest and income taxes	**784**	837
Add: depreciation and amortization expenses	**671**	669
Less: amortization of developer reimbursements	**(75)**	(79)
Adjusted EBITDA	**$ 1,380**	$ 1,427

Exhibit 99.2

NORDSTROM

ISSUE RELEASE:		**INVESTOR CONTACT:**	Trina Schurman
Hold for Call			Nordstrom, Inc.
			206-303-6503
		MEDIA CONTACT:	Gigi Ganatra Duff
			Nordstrom, Inc.
			(206) 303-3030

Nordstrom Board of Directors Approves Quarterly Dividend

SEATTLE - February 27, 2020 - Nordstrom, Inc. (NYSE: JWN) announced today that its board of directors approved a quarterly dividend of 37 cents per share payable on March 25, 2020, to shareholders of record at the close of business on March 10, 2020.

ABOUT NORDSTROM

Nordstrom, Inc. is a leading fashion retailer based in the U.S. Founded in 1901 as a shoe store in Seattle, today Nordstrom operates 380 stores in 40 states, including 116 full-line stores in the United States, Canada and Puerto Rico; 248 Nordstrom Rack stores; three Jeffrey boutiques; two clearance stores; six Trunk Club clubhouses; and five Nordstrom Local service hubs. Additionally, customers are served online through Nordstrom.com, Nordstromrack.com, HauteLook and TrunkClub.com. Nordstrom, Inc.’s common stock is publicly traded on the NYSE under the symbol JWN.

# # #

Exhibit 99.3

NORDSTROM 2019 HIGHLIGHTS

OUR COMPETITIVE ADVANTAGE

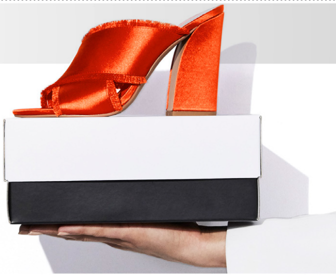
NORDSTROM | NORDSTROM.com

One NORDSTROM

NORDSTROM rack | NORDSTROM rack.com HAUTELOOK

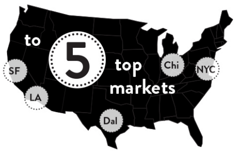
ENGAGEMENT ACROSS OUR BUSINESSES ENCOURAGES MORE VISITS AND SPEND

CUSTOMER TRIPS	1x	~3x	~7x	~13x
CUSTOMER SPEND	1x	~4x	~7x	~11x



OUR MARKET STRATEGY IS DRIVING INCREASED ENGAGEMENT

ACCELERATED IN 2019



SCALING IN 2020

10 TOP MARKETS MAKE UP OVER > 50% OF OUR SALES

GETTING US CLOSER TO CUSTOMERS

INCREASED MERCHANDISE SELECTION AVAILABLE NEXT-DAY

Up to 7x

GREATER ACCESS TO SERVICES

Express services include order pickup, returns and alterations available at Nordstrom Local and Nordstrom Rack

WE REMAIN IN A STRONG FINANCIAL POSITION

FAVORABLE INVENTORY POSTION THROUGHOUT 2019

Saved $225M in expenses, beating our goal by 10%

$225 Million

9 consecutive quarters of increased inventory turns in Off-Price

NORDSTROM rack HAUTELOOK

+ $1B Operating cash flow for the 11th consecutive year

WE CONTINUE TO SERVE CUSTOMERS ON THEIR TERMS

30% of our customers shop across channels

1/2 of store sales involve an online journey

1/3 of online sales involve a store experience

1/3 OF SALES ARE MADE DIGITALLY

Q4 order pickup sales doubled and represent 50% of Full-Price digital sales growth

THE Nordy CLUB CONTINUES TO GROW

13 MILLION MEMBERS

MEMBERS GENERATED 2/3 OF SALES

4X MORE SPEND and 3X MORE TRIPS than non-members