

REFINITIV

DELTA REPORT

10-Q

JWN - NORDSTROM INC

10-Q - MAY 04, 2024 COMPARED TO 10-Q - OCTOBER 28, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	1234
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 CHANGES	121
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 DELETIONS	697
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 ADDITIONS	416
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)


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

For the quarterly period ended **October 28, 2023** **May 4, 2024**
or

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

For the transition period from _____ to _____

Commission File Number: 001-15059

NORDSTROM_2019_BLACK_rgb (1).jpg

Nordstrom, Inc.

(Exact name of registrant as specified in its charter)

Washington

(State or other jurisdiction of
incorporation or organization)

91-0515058

(I.R.S. Employer
Identification No.)

1617 Sixth Avenue, Seattle, Washington 98101

(Address of principal executive offices)

206-628-2111

(Registrant's telephone number, including area code)

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
Common stock purchase rights		New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

☒ Large Accelerated Filer

☐ Accelerated filer

☐ Non-accelerated filer

☐ Smaller reporting company

☐ 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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Common stock outstanding as of November 24, 2023 May 31, 2024: 162,332,792 163,648,780 shares

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FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements regarding matters that are not historical facts, and are based on our management's beliefs and assumptions and on information currently available to our management. A forward-looking statement is neither a prediction nor a guarantee of future events or circumstances, and those future events or circumstances may not occur. In some cases, forward-looking statements can be identified by terms such as "may," "will," "should," "could," "goal," "would," "expect," "plan," "anticipate," "believe," "estimate," "project," "predict," "potential," "pursue," "going forward" and similar expressions intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance, time frames or achievements to be materially different from any future results, performance, time frames or achievements expressed or implied by the forward-looking statements. These risks, uncertainties and other factors include, but are not limited to, our anticipated financial outlook for the fiscal year ending February 3, 2024 February 1, 2025, trends in our operations and the following:

Strategic and Operational

- successful execution of our customer strategy to provide customers superior service, products and experiences, online, through our fulfillment capabilities and in stores,
- timely and effective implementation and execution of our evolving business model, including:
 - winning at our market strategy by providing a differentiated and seamless experience, which consists of the integration of our digital and physical assets, development of new supply chain capabilities and timely delivery of products,
 - broadening the reach of Nordstrom Rack, including delivering great brands at great prices and leveraging our digital and physical assets,
 - enhancing our platforms and processes to deliver core capabilities to drive customer, employee and partner experiences both digitally and in stores,
- our ability to effectively manage our merchandise strategy, including our ability to offer compelling assortments and optimize our inventory to ensure we have the right product mix and quantity in each of our channels and locations, allowing us to get closer to our customers,
- our ability to effectively allocate and scale our marketing strategies and resources, as well as realize the expected benefits of Nordstrom Media Network, The Nordy Club, advertising and promotional campaigns,
- our ability to respond to the evolving retail environment, including new fashion trends, environmental considerations and our customers' changing expectations of service and experience in stores and online, and our development and outcome of new market strategies and customer offerings,
- our ability to mitigate the effects of disruptions in the global supply chain, including factory closures, transportation challenges or stoppages of certain imports, and rising prices of raw materials and freight expenses,
- our ability to control costs through effective inventory management and supply chain processes and systems,
- the effect of the Board of Director's consideration of potential avenues to enhance shareholder value, including the disclosure of a possible "going private" transaction being explored by our Chief Executive Officer and our President and

Chief Brand Officer, on our business, financial condition and results of operations, as well as our stock price,

- our ability to acquire, develop and retain qualified and diverse talent by providing appropriate training, compelling work environments and competitive compensation and benefits, especially in areas with increased market compensation, all in the context of any labor shortage and competition for talent,
- our ability to realize expected benefits, anticipate and respond to potential risks and appropriately manage costs associated with our credit card revenue sharing program,
- potential goodwill impairment charges, future impairment charges and fluctuations in the fair values of reporting units or of assets in the event projected financial results are not achieved within expected time frames or if our strategic direction changes,

Data, Cybersecurity and Information Technology

- successful execution of our information technology strategy, including engagement with third-party service providers,
- the impact of any system or network failures, cybersecurity and/or security breaches, including any security breach of our systems or those of a third-party provider that results in the theft, transfer or unauthorized disclosure of customer, employee or Company information, or that results in the interruption of business processes or causes financial loss, and our compliance with information security and privacy laws and regulations, as well as third-party contractual obligations in the event of such an incident,

Reputation and Relationships

- our ability to maintain our reputation and relationships with our customers, employees, vendors and third-party partners and landlords,
 - our ability to act responsibly and with transparency with respect to our corporate environmental, social responsibility and governance practices and initiatives, meet any communicated targets, goals or milestones and adapt to evolving reporting requirements,
-
- our ability to market our brand and distribute our products through a variety of third-party publisher or platform channels, as well as access mobile operating system and website identifiers for personalized delivery of targeted advertising,
 - the impact of a concentration of stock ownership on our shareholders' ability to influence corporate matters,

Investment and Capital

- efficient and proper allocation of our capital resources,
- our ability to properly balance our investments in technology, Supply Chain Network facilities and existing and new store locations, including the expansion of our market strategy,
- our ability to maintain or expand our presence, including timely completion of construction associated with Supply Chain Network facilities and new, relocated and remodeled stores, as well as any potential store closures, all of which may be

impacted by third parties, consumer demand and other natural or man-made disruptions, and government responses to any such disruptions,

- market fluctuations, increases in operating costs, exit costs and overall liabilities and losses associated with owning and leasing real estate,
- compliance with debt and operating covenants, availability and cost of credit, changes in our credit rating and changes in interest rates,
- the actual timing, price, manner and amounts of future share repurchases, dividend payments or share issuances, if any, subject to the discretion of our Board of Directors, contractual commitments, market and economic conditions and applicable SEC rules,

Economic and External

- the length and severity of epidemics or pandemics, or other catastrophic events, and the related impact on customer behavior, store and online operations and supply chain functions, as well as our future consolidated financial position, results of operations and cash flows,
- the impact of the seasonal nature of our business and cyclical customer spending,
- the impact of economic and market conditions, including inflation and measures to control inflation, and resulting changes to customer purchasing behavior, unemployment and bankruptcy rates, as well as any fiscal stimulus or the cessation of any fiscal stimulus, and the resulting impact on consumer spending and credit patterns,
- the impact of economic, environmental or political conditions,
- the impact of changing consumer traffic patterns at shopping centers and malls,
- financial insecurity or potential insolvency experienced by our vendors, suppliers, developers, landlords, competitors or customers,
- weather conditions, natural disasters, climate change, national security concerns, global conflicts, civil unrest, other market and supply chain disruptions, the effects of tariffs, or the prospects of these such events, and the resulting impact any of these events may have on consumer spending patterns or information technology systems and communications,

Legal and Regulatory

- our, and our vendors', the third parties' we do business with, compliance with applicable domestic and international laws, regulations and ethical standards, minimum wage, employment and tax, information security and privacy, consumer credit and environmental regulations and the outcome of any claims, litigation and regulatory investigations and resolution of such matters,
- the impact of changes in laws relating to consumer credit, the current regulatory environment, the financial system and tax reforms,
- the impact of accounting rule and regulation changes, in accounting rules and regulations, changes in or our interpretation of the rules or regulations, changes, or changes in underlying assumptions, estimates or judgments,
- the outcome of events or occurrences related to the wind-down of business operations in Canada.

These and other factors, including those factors we discuss in Part II, [Item 1A. Risk Factors](#), could affect our financial results and cause our actual results to differ materially from any forward-looking information we may provide. Given these risks, uncertainties and other factors, undue reliance should not be placed on these forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of this filing, and these estimates

and assumptions may prove to be incorrect. This Quarterly Report on Form 10-Q should be read completely and with the understanding that our actual future results may be materially different from what we expect. We hereby qualify our forward-looking statements by these cautionary statements. Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

All references to “we,” “us,” “our,” or the “Company” mean Nordstrom, Inc. and its subsidiaries. On March 2, 2023, Nordstrom Canada commenced a wind-down of its business operations (see Note 2: Canada Wind-down) 1: Basis of Presentation in Item 1) and as of this date, Nordstrom Canada was deconsolidated from Nordstrom, Inc.'s financial statements. Nordstrom Canada results prior to March 2, 2023 are included in the Company’s Condensed Consolidated Financial Statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the filing date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements. In addition, forward-looking statements may be impacted by the actual outcome of events or occurrences related to the wind-down of business operations in Canada.

The content of any websites and materials named, hyperlinked or otherwise referenced in this Quarterly Report on Form 10-Q are not incorporated by reference into this Quarterly Report on Form 10-Q or in any other report or document we file with the SEC, and any references to such websites and materials are intended to be inactive textual references only. The information on these websites is not part of this Quarterly Report on Form 10-Q.

DEFINITIONS OF COMMONLY USED TERMS

Term	Definition
2022 2023 Annual Report	Annual Report on Form 10-K filed on March 10, 2023 March 19, 2024
Adjusted EPS	Adjusted earnings (loss) per diluted share (a non-GAAP financial measure)
Adjusted ROIC	Adjusted return on invested capital (a non-GAAP financial measure)
ASC	Accounting Standards Codification
ASU	Accounting Standards Update
CCAA	Companies’ Creditors Arrangement Act
Digital sales	Sales conducted through a digital platform such as our websites or mobile apps. Digital sales may be self-guided by the customer, as in a traditional online order, or facilitated by a salesperson using a virtual

Term	Definition
MD&A	Management’s Discussion and Analysis of Financial Condition and Results of Operations
NAV	Net asset value
Nordstrom	Nordstrom.com, Nordstrom U.S. stores and Nordstrom Local and ASOS Nordstrom. Local. Nordstrom also included Canada operations prior to March 2, 2023, inclusive of Nordstrom.ca, Nordstrom Canadian stores and Nordstrom Rack Canadian stores and TrunkClub.com ASOS Nordstrom prior to October 2022. December 2023.

styling or selling tool. Digital sales may be delivered to the customer or picked up in our Nordstrom stores, Nordstrom Rack stores or Nordstrom Local service hubs. Digital sales also includes a reserve for estimated returns.

EBIT	Earnings (loss) before interest and income taxes
EBIT Margin	Earnings (loss) before interest and income taxes as a percent of net sales
EBITDA	Earnings (loss) before interest, income taxes, depreciation and amortization
EBITDAR	Earnings (loss) before interest, income taxes, depreciation, amortization and rent, as defined by our Revolver covenant
EPS	Earnings (loss) per share
ESPP	Employee Stock Purchase Plan
Exchange Act	Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
Third First quarter of 2023 2024	13 fiscal weeks ending October 28, 2023 May 4, 2024
Third First quarter of 2022 2023	13 fiscal weeks ending October 29, 2022 April 29, 2023
Fiscal year 2024	52 fiscal weeks ending February 1, 2025
Fiscal year 2023	53 fiscal weeks ending February 3, 2024
Fiscal year 2022	52 fiscal weeks ending January 28, 2023
GAAP	U.S. generally accepted accounting principles
GMV	Gross merchandise value
Gross profit	Net sales less cost of sales and related buying and occupancy costs
Leverage Ratio	The sum of our funded debt and operating lease liabilities divided by the preceding twelve months of Adjusted EBITDAR as defined by our Revolver covenant

Nordstrom Canada Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC and Nordstrom Canada Holdings II, LLC

Nordstrom Local	Nordstrom Local service hubs, which offer order pickups, returns, alterations and other services
Nordstrom Rack	NordstromRack.com, Nordstrom Rack U.S. stores and Last Chance clearance stores
The Nordy Club	Our customer loyalty program
NYSE	New York Stock Exchange
Operating Lease Cost	Fixed rent expense, including fixed common area maintenance expense, net of developer reimbursement amortization
Property incentives	Developer and vendor reimbursements
PSU	Performance share unit
Revolver	Senior revolving credit facility
Rights Plan	Our limited-duration Shareholder Rights Agreement adopted by the Board of Directors
ROU asset	Operating lease right-of-use asset
RSU	Restricted stock unit
SEC	Securities and Exchange Commission
SG&A	Selling, general and administrative expenses
Supply Chain Network	Fulfillment centers that primarily process and ship orders to our customers, distribution centers that primarily process and ship merchandise to our stores and other facilities and omni-channel centers that both fulfill customer orders and ship merchandise to our stores
TD	Toronto-Dominion Bank, N.A.

Interest expense, net	Interest expense, net	(24)	(32)	(78)	(101)
Earnings (loss) before income taxes		78	(29)	(43)	177
Income tax (expense) benefit		(11)	9	43	(51)
Net earnings (loss)		\$67	(\$20)	\$—	\$126
Loss before income taxes					
Income tax benefit					
Net loss					
Earnings (loss) per share:					
Loss per share:					
Loss per share:					
Loss per share:					
Basic					
Basic					
Basic	Basic	\$0.41	(\$0.13)	\$—	\$0.79
Diluted	Diluted	\$0.41	(\$0.13)	\$—	\$0.77
Weighted-average shares outstanding:	Weighted-average shares outstanding:				
Weighted-average shares outstanding:					
Weighted-average shares outstanding:					
Basic					
Basic					
Basic	Basic	162.0	159.5	161.5	160.1
Diluted	Diluted	163.6	159.5	161.5	162.3

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these financial statements.

NORDSTROM, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS
(Amounts in millions)

(Unaudited)

	Quarter Ended		Nine Months Ended	
	October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
Net earnings (loss)	\$67	(\$20)	\$—	\$126
Foreign currency translation adjustment	—	(10)	(4)	(11)
Post retirement plan adjustments, net of tax	—	1	—	2
Comprehensive net earnings (loss)	\$67	(\$29)	(\$4)	\$117

	Quarter Ended	
	May 4, 2024	April 29, 2023
Net loss	(\$39)	(\$205)
Foreign currency translation adjustment	—	(4)
Comprehensive net loss	(\$39)	(\$209)

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these financial statements.

NORDSTROM, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in millions)
(Unaudited)

		October 28, 2023	January 28, 2023	October 29, 2022				
		May 4, 2024	May 4, 2024	February 3, 2024	April 29, 2023			
Assets	Assets							
Current assets:	Current assets:							
Current assets:								
Current assets:								
	Cash and cash equivalents							
	Cash and cash equivalents							

Cash and cash equivalents	Cash and cash equivalents	\$375	\$687	\$293
Accounts receivable, net	Accounts receivable, net	322	265	288
Merchandise inventories	Merchandise inventories	2,626	1,941	2,878
Prepaid expenses and other current assets	Prepaid expenses and other current assets	392	316	348
Total current assets	Total current assets	3,715	3,209	3,807
Land, property and equipment (net of accumulated depreciation of \$8,258, \$8,289 and \$8,135)		3,187	3,351	3,373
Land, property and equipment (net of accumulated depreciation of \$8,391, \$8,251 and \$8,133)				
Land, property and equipment (net of accumulated depreciation of \$8,391, \$8,251 and \$8,133)				
Land, property and equipment (net of accumulated depreciation of \$8,391, \$8,251 and \$8,133)				
Operating lease right-of-use assets	Operating lease right-of-use assets	1,402	1,470	1,490
Goodwill	Goodwill	249	249	249
Other assets	Other assets	460	466	476
Total assets	Total assets	\$9,013	\$8,745	\$9,395
Liabilities and Shareholders' Equity	Liabilities and Shareholders' Equity			
Liabilities and Shareholders' Equity				
Liabilities and Shareholders' Equity				

	Current			
Current liabilities:	liabilities:			
Borrowings under revolving line of credit		\$—	\$—	\$100
Current liabilities:				
Current liabilities:				
Accounts payable				
Accounts payable				
Accounts payable	Accounts payable	1,890	1,238	2,073
Accrued salaries, wages and related benefits	Accrued salaries, wages and related benefits	245	291	242
Current portion of operating lease liabilities	Current portion of operating lease liabilities	232	258	256
Other current liabilities	Other current liabilities	1,092	1,203	1,168
Current portion of long-term debt	Current portion of long-term debt	250	—	—
Total current liabilities	Total current liabilities	3,709	2,990	3,839
Long-term debt, net	Long-term debt, net	2,611	2,856	2,855
Long-term debt, net				
Long-term debt, net				
Noncurrent operating lease liabilities				
Noncurrent operating lease liabilities				

Noncurrent operating lease liabilities	Noncurrent operating lease liabilities	1,403	1,526	1,544
Other liabilities	Other liabilities	561	634	551
Commitments and contingencies	Commitments and contingencies			
Commitments and contingencies				
Shareholders' equity:	Shareholders' equity:			
Common stock, no par value:				
1,000 shares authorized;				
162.3, 160.1 and 159.7				
shares issued and outstanding		3,407	3,353	3,334
Shareholders' equity:				
Shareholders' equity:				
Common stock, no par value:				
1,000 shares authorized;				
163.6, 162.4 and 161.4				
shares issued and outstanding				
Common stock, no par value:				
1,000 shares authorized;				
163.6, 162.4 and 161.4				
shares issued and outstanding				
Common stock, no par value:				
1,000 shares authorized;				
163.6, 162.4 and 161.4				
shares issued and outstanding				
Accumulated deficit	Accumulated deficit	(2,681)	(2,588)	(2,669)
Accumulated other comprehensive gain (loss)		3	(26)	(59)
Accumulated other comprehensive gain				

Total shareholders' equity	Total shareholders' equity	729	739	606
Total liabilities and shareholders' equity	Total liabilities and shareholders' equity	\$9,013	\$8,745	\$9,395

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these financial statements.

NORDSTROM, INC.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Amounts in millions except per share amounts)
(Unaudited)

		<div> <div>Quarter Ended</div> <div>Nine Months Ended</div> </div>			
		October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
		<div> <div>Quarter Ended</div> <div>Quarter Ended</div> <div>Quarter Ended</div> </div>			
		<div> <div>May 4, 2024</div> <div>May 4, 2024</div> <div>April 29, 2023</div> </div>			
Common stock	Common stock				
Balance, beginning of period	Balance, beginning of period				
Balance, beginning of period	Balance, beginning of period				
Balance, beginning of period	Balance, beginning of period	\$3,388	\$3,314	\$3,353	\$3,283
Issuance of common stock under stock compensation plans	Issuance of common stock under stock compensation plans	7	9	19	18
Stock-based compensation	Stock-based compensation	12	11	35	33

Balance, end of period	Balance, end of period	\$3,407	\$3,334	\$3,407	\$3,334
Accumulated deficit	Accumulated deficit				
Accumulated deficit	Accumulated deficit				
Balance, beginning of period	Balance, beginning of period	(\$2,717)	(\$2,601)	(\$2,588)	(\$2,652)
Net earnings (loss)		67	(20)	—	126
Balance, beginning of period	Balance, beginning of period				
Cumulative effect of change in accounting principle, net of tax					
Net loss					
Dividends	Dividends	(31)	(30)	(92)	(90)
Repurchase of common stock	Repurchase of common stock	—	(18)	(1)	(53)
Balance, end of period	Balance, end of period	(\$2,681)	(\$2,669)	(\$2,681)	(\$2,669)
Accumulated other comprehensive gain (loss)	Accumulated other comprehensive gain (loss)				
Accumulated other comprehensive gain (loss)	Accumulated other comprehensive gain (loss)				
Balance, beginning of period	Balance, beginning of period				
Balance, beginning of period	Balance, beginning of period	\$3	(\$50)	(\$26)	(\$50)



Accumulated translation loss reclassified to earnings	Accumulated translation loss reclassified to earnings	—	—	33	—
Other comprehensive loss	Other comprehensive loss	—	(9)	(4)	(9)
Balance, end of period	Balance, end of period	\$3	(\$59)	\$3	(\$59)
Total shareholders' equity	Total shareholders' equity	\$729	\$606	\$729	\$606
Total shareholders' equity					
Total shareholders' equity					
Dividends per share	Dividends per share	\$0.19	\$0.19	\$0.57	\$0.57
Dividends per share					
Dividends per share					

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these financial statements.

NORDSTROM, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in millions)
(Unaudited)

		Nine Months Ended	
		October 28, 2023	October 29, 2022
		Quarter Ended	
		May 4, 2024	May 4, 2024
		Quarter Ended	
		May 4, 2024	April 29, 2023
Operating Activities	Operating Activities		
Net earnings		\$—	\$126

Adjustments to reconcile net earnings to net cash provided by operating activities:			
Net loss			
Net loss			
Net loss			
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization expenses			
Depreciation and amortization expenses			
Depreciation and amortization expenses	Depreciation and amortization expenses	430	453
Canada wind-down costs	Canada wind-down costs	207	—
Asset impairment		—	80
Right-of-use asset amortization			
Right-of-use asset amortization			
Right-of-use asset amortization	Right-of-use asset amortization	132	141
Deferred income taxes, net	Deferred income taxes, net	2	(85)
Stock-based compensation expense	Stock-based compensation expense	41	50
Other, net	Other, net	(61)	(53)
Change in operating assets and liabilities:	Change in operating assets and liabilities:		

Merchandise inventories		
Merchandise inventories		
Merchandise inventories	Merchandise inventories	(687) (550)
Other current and noncurrent assets	Other current and noncurrent assets	(140) (61)
Accounts payable	Accounts payable	509 469
Accrued salaries, wages and related benefits	Accrued salaries, wages and related benefits	(41) (142)
Lease liabilities	Lease liabilities	(203) (201)
Other current and noncurrent liabilities	Other current and noncurrent liabilities	(82) 13
Net cash provided by operating activities	Net cash provided by operating activities	107 240
Investing Activities	Investing Activities	
Investing Activities		
Investing Activities		
Capital expenditures		
Capital expenditures		
Capital expenditures	Capital expenditures	(375) (325)
Decrease in cash and cash equivalents resulting from Canada deconsolidation	Decrease in cash and cash equivalents resulting from Canada deconsolidation	(33) —

Proceeds from the sale of assets and other, net	Proceeds from the sale of assets and other, net	32	82
Net cash used in investing activities	Net cash used in investing activities	(376)	(243)
Financing Activities	Financing Activities		
Proceeds from revolving line of credit		—	100
Financing Activities			
Financing Activities			
Principal payments on long-term debt			
Principal payments on long-term debt			
Principal payments on long-term debt			
Change in cash book overdrafts	Change in cash book overdrafts	37	21
Cash dividends paid	Cash dividends paid	(92)	(90)
Payments for repurchase of common stock		(1)	(53)
Proceeds from issuances under stock compensation plans			
Proceeds from issuances under stock compensation plans			
Proceeds from issuances under stock compensation plans	Proceeds from issuances under stock compensation plans	19	18
Other, net	Other, net	(6)	(19)
Net cash used in financing activities		(43)	(23)
Net cash (used in) provided by financing activities			

Effect of exchange rate changes on cash and cash equivalents			
		—	(3)
Net decrease in cash and cash equivalents			
Net decrease in cash and cash equivalents			
Net decrease in cash and cash equivalents			
Net decrease in cash and cash equivalents	Net decrease in cash and cash equivalents	(312)	(29)
Cash and cash equivalents at beginning of period	Cash and cash equivalents at beginning of period	687	322
Cash and cash equivalents at end of period	Cash and cash equivalents at end of period	\$375	\$293
Supplemental Cash Flow Information	Supplemental Cash Flow Information		
Supplemental Cash Flow Information			
Supplemental Cash Flow Information			
Income taxes paid, net of refunds received			
Income taxes paid, net of refunds received			
Income taxes paid, net of refunds received	Income taxes paid, net of refunds received	\$35	\$161
Interest paid, net of capitalized interest	Interest paid, net of capitalized interest	106	108

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these financial statements.

NORDSTROM, INC. NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollar and share amounts in millions except per share, per option and per unit amounts)
(Unaudited)

NOTE 1: BASIS OF PRESENTATION

The interim Condensed Consolidated Financial Statements have been prepared on a basis consistent in all material respects with the accounting policies described and applied in our 2022 2023 Annual Report, except as described below, and reflect all adjustments of a normal recurring nature that are, in management's opinion, necessary for the fair presentation of the results of operations, financial position and cash flows for the periods presented.

The Condensed Consolidated Financial Statements as of and for the periods ended October 28, 2023 May 4, 2024 and October 29, 2022 April 29, 2023 are unaudited. The Condensed Consolidated Balance Sheet as of January 28, 2023 February 3, 2024 has been derived from the audited Consolidated Financial Statements included in our 2022 2023 Annual Report. The interim Condensed Consolidated Financial Statements should be read together with the Consolidated Financial Statements and related footnote disclosures contained in our 2022 2023 Annual Report.

Principles of Consolidation

The Condensed Consolidated Financial Statements include the balances of Nordstrom, Inc. and its subsidiaries. All intercompany transactions and balances are eliminated in consolidation.

On March 2, 2023, Nordstrom Canada commenced a wind-down of its business operations (see Note 2: Canada Wind-down) and as of this date, Nordstrom Canada was deconsolidated from Nordstrom, Inc.'s financial statements. Nordstrom Canada results prior to March 2, 2023 are included in the Company's Condensed Consolidated Financial Statements. Statements for the period ended April 29, 2023.

Fiscal Year

We operate on a 52/53-week fiscal year ending on the Saturday closest to January 31st. References to 2023 relate to the 53-week fiscal year ending February 3, 2024. References to 2024 and any other years year included within this document are based on a 52-week fiscal year, except for fiscal year 2023 which is a 53-week fiscal year.

Seasonality

Our business, like that of other retailers, is subject to seasonal fluctuations and cyclical trends in consumer spending. Our sales are typically higher in our second quarter, which usually includes most of our Anniversary Sale, and in the fourth quarter due to the holidays. One week of our Anniversary Sale shifted will shift from the third quarter in 2023 to the second quarter in 2022 to the third quarter in 2023. 2024.

Results for any one quarter are not indicative of the results that may be achieved for a full fiscal year. We plan our merchandise purchases and receipts to coincide with expected sales trends. For instance, our merchandise purchases and receipts increase prior to the Anniversary Sale and in the fall as we prepare for the holiday shopping season (typically from November through December). Consistent with our seasonal fluctuations, our working capital requirements have historically increased during the months leading up to the Anniversary Sale and the holidays as we purchase inventory in anticipation of increased sales.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires that we make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and disclosure of contingent assets and liabilities during the reporting period. Uncertainties regarding such estimates and assumptions are inherent in the preparation of financial statements and actual statements. Actual results may differ from these estimates and assumptions. Our most significant accounting judgments and estimates include revenue recognition, inventory valuation, long-lived asset

recoverability, income taxes and contingent liabilities, including assumptions related to our Canada wind-down, all of which involve assumptions about future events.

Leases Change in Accounting Principle

We incurred operating lease liabilities arising Effective February 4, 2024, we changed our method of accounting for merchandise inventories from lease agreements of \$200 for the nine months ended October 28, 2023 and \$212 for the nine months ended October 29, 2022.

Supply Chain Impairment

During the third quarter of 2022, as part of our supply chain optimization initiatives, we decommissioned certain supply chain technology and related assets and incurred a non-cash impairment charge of \$70. This included \$58 on long-lived tangible assets and \$12 on ROU assets to adjust the carrying values to their estimated fair values. These charges are included in our Corporate/Other SG&A expense on the Condensed Consolidated Statement of Earnings and asset impairment on the Condensed Consolidated Statement of Cash Flows. We evaluated the assets for impairment by comparing the carrying values retail inventory method to the related projected weighted average cost method. Under this new method, we value our inventory at the lower of cost or net realizable value using the weighted average cost. We record reserves for excess and obsolete inventory based on specific identification of units with a current retail value below cost, plus an estimate of future cash flows, among other quantitative markdowns below cost, which considers the age of inventory and qualitative analyses. After impairment, historical trends.

We believe using the carrying values weighted average cost method is preferable to the retail inventory method and consistent with our overall strategy because it provides more precise data and enhances visibility into item-level profitability, which drives faster decisions and better outcomes. We determined that retrospective application for periods prior to fiscal year 2024 was impracticable due to lack of available information. We recorded the remaining long-lived tangible and ROU assets were not material. cumulative effect of this change in accounting principle as of February 4, 2024, resulting in a decrease to accumulated deficit of \$39, net of tax of \$14.

NORDSTROM, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollar and share amounts in millions except per share, per option and per unit amounts)

(Unaudited)

Trunk Club Canada Wind-down

During the first quarter of 2022, in conjunction with the decision to sunset the Trunk Club brand, we incurred non-cash impairment charges of \$10 related to a Trunk Club property to adjust the carrying value to the estimated fair value. These charges are included in our Retail segment SG&A expense on the Condensed Consolidated Statement of Earnings. During the second quarter of 2022, we also incurred additional costs of \$8 associated with the wind-down of Trunk Club. These expenses are primarily included in our Retail segment cost of sales and related buying and occupancy costs on the Condensed Consolidated Statement of Earnings. All charges are classified as operating activities on the Condensed Consolidated Statement of Cash Flows.

Investments

From time to time, we invest in financial interests of private companies and venture capital funds that align with our business and omni-channel strategies, which are recorded in other assets in the Condensed Consolidated Balance Sheets and proceeds from the sale of assets and other, net within investing activities on the Condensed Consolidated Statements of Cash Flows.

During the first quarter of 2022, in connection with the sale of a limited partnership interest in a corporate office building, we recognized a gain of \$51 in our Corporate/Other SG&A expense in the Condensed Consolidated Statement of Earnings and \$73 in proceeds from the sale of assets and other, net within investing activities on the Condensed Consolidated Statement of Cash Flows.

Reclassification

We reclassified amounts in our fiscal 2022 Condensed Consolidated Statement of Cash Flows to conform with current period presentation. As a result, we aggregated:

- Accounts receivable, net with prepaid expenses and other assets into other current and noncurrent assets
- Other current liabilities with other liabilities into other current and noncurrent liabilities
- Tax withholding on share-based awards with other financing, net

These reclassifications had no impact on cash flows from operations, cash flows from investing or cash flows from financing.

NOTE 2: CANADA WIND-DOWN

Background

On March 2, 2023, as part of our initiatives to drive long-term profitable growth and enhance shareholder value, and after careful consideration of all reasonably available options, we announced the decision to discontinue support for Nordstrom Canada's operations. Accordingly, Nordstrom Canada commenced a wind-down of its business operations, obtaining an Initial Order from the Ontario Superior Court of Justice under the CCAA on March 2, 2023 to facilitate the wind-down in an orderly fashion. Nordstrom Canada's ecommerce platform ceased operations on March 2, 2023 and the closure of our six Nordstrom and seven Nordstrom Rack stores was completed in June 2023.

The Ontario Superior Court of Justice has appointed a monitor to oversee the wind-down process. Subsequent to the CCAA filing, Nordstrom has been providing limited support to Nordstrom Canada for the purpose of supporting an orderly wind-down, including providing shared services and temporary use of intellectual property.

Wind-down Charges and Deconsolidation of Nordstrom Canada

The following table provides detail of pre-tax charges associated with the wind-down of operations in Canada:

	October 28, 2023	
	Quarter Ended	Nine Months Ended
(Gain) loss on Canada write-off ¹	(\$14)	\$174
Accumulated translation loss reclassified to earnings ¹	—	33
Contingent liabilities	(5)	72
Other exit costs ²	(6)	5
Total pre-tax charges	(\$25)	\$284

¹ Non-cash amounts are included in Canada wind-down costs on the Condensed Consolidated Statement of Cash Flows.

² Other exit costs include funding an employee trust, net of expected recoveries, and professional fees.

These charges are primarily included in Corporate/Other in Note 9: Segment Reporting. The decrease in cash due to the deconsolidation of Nordstrom Canada is included in investing activities on the Condensed Consolidated Statement of Cash Flows and all other impacts are included in operating cash flows.

NORDSTROM, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollar and share amounts in millions except per share, per option and per unit amounts)

(Unaudited)

Loss on Canada Write-off and Accumulated Translation Loss

While Nordstrom continues to own 100% of the shares of Nordstrom Canada, as of March 2, 2023, the date of the CCAA filing, we no longer have a controlling interest under GAAP and have deconsolidated Nordstrom Canada. We hold a variable interest in the Nordstrom Canada entities, which are considered variable interest entities, but are not consolidated, as we are no longer the primary beneficiary. In December 2023, Nordstrom Canada delivered a proposed plan of arrangement to its creditors, which was subsequently approved by creditors on March 1, 2024, sanctioned by the Ontario Superior Court of Justice on March 20, 2024 and implemented by Nordstrom Canada on April 25, 2024. For more information on the wind-down of our Canada operations, see our 2023 Annual Report.

For Non-cash charges associated with the nine months ended October 28, 2023, we recorded a pre-tax loss wind-down of operations in Canada are included in Canada wind-down costs on Canada write-off the Condensed Consolidated Statement of \$174 that included Cash Flows. The decrease in cash due to the derecognition deconsolidation of Nordstrom Canada's assets and liabilities and Canada is included in investing activities on the write-down of both our Nordstrom Canada investment and related-party receivables to estimated fair value. In addition, in the first quarter of 2023, we recognized a charge of \$33 related to the derecognition of the accumulated comprehensive loss on foreign currency translation.

To assess the estimated fair value of our Nordstrom Canada investment and our related-party receivables, we estimated the assets available for distribution in relation to expected claims. At the time of filing, the estimated amount of Nordstrom Canada's liabilities exceeded the estimated fair value of assets available for distribution to creditors, and in relation to the receivables, we may not recover significant proceeds. As a result, our fair value was recorded as zero in our Condensed Consolidated Balance Sheets as Statement of April 29, 2023. As of October 28, 2023, we adjusted our receivables by an immaterial amount based on currently available information. Cash Flows and all other impacts are included in operating cash flows.

Prior to deconsolidation, Nordstrom made loans to the Canadian subsidiaries and incurred liabilities related to certain intercompany charges. These were considered intercompany transactions and were eliminated in consolidation of Nordstrom. Subsequent to deconsolidation, these liabilities and receivables were no longer eliminated through consolidation, are considered related-party transactions and are recorded in our Condensed Consolidated Balance Sheets at estimated fair value. As of October 28, 2023, Nordstrom had a net no outstanding liability to Nordstrom Canada as of \$50 related to certain intercompany charges incurred prior to deconsolidation. In the third quarter of 2023, we reduced the estimated liability by \$12 based on the amount we ultimately expect to pay based on currently available information.

Contingent Liabilities and Guarantees

In the third quarter of 2023, Nordstrom, Inc. reached a settlement with former landlords related to guarantees of certain lease obligations of Nordstrom Canada. As part of the agreements, we have made cash payments to the former landlords in exchange for a release of substantially all our guarantee obligations, as well as the right to these landlords' distributions from Nordstrom Canada as part of the CCAA proceedings. The net financial impact of the expected settlement of these agreements are materially consistent with amounts previously recorded in our financial statements.

Employee Trust

In connection with the filing, Nordstrom established an employee trust to fund termination and severance payments to employees of Nordstrom Canada. For the nine months ended October 28, 2023, we contributed \$11 based on our best estimate to fully fund the employee trust. We anticipate that the trust will be terminated in the fourth quarter of 2023, and we

expect to have no additional commitments related to the trust. The cash balance of the employee trust is not recorded in Nordstrom, Inc.'s Condensed Consolidated Balance Sheet.

Debtor-in-Possession Financing

If needed, Nordstrom has agreed to provide Nordstrom Canada debtor-in-possession financing up to \$11. However, we believe Nordstrom Canada has sufficient liquidity to sustain operations through the wind-down period. As of October 28, 2023, there were no outstanding borrowings.

Estimates May 4, 2024.

As of October 28, 2023 May 4, 2024, we recorded \$69 \$74 within accounts receivable, net on the Condensed Consolidated Balance Sheet to reflect the amount we believe probable of receipt estimate we will receive as part of the claims process. plan of arrangement. This includes receipts related to the rights to the former landlords' distributions, reimbursement of employee trust contributions and other receivables existing at the time of deconsolidation. The receivable and our other estimates are dependent on the outcome Our expected distribution as part of the Nordstrom Canada wind-down process, including the amount of third-party and Nordstrom claims asserted and recognized in the claims process, the amount of assets available for distribution and the negotiation of a CCAA plan of arrangement approved by is materially consistent with the creditors and the Ontario Superior Court recorded receivable. Subsequent to quarter end, we received a majority of Justice. We continue to work through the wind-down process and our estimates of net losses are based on currently available information, our assessment of the validity of certain expected claims and our assessment of the recoverability of amounts this receivable from Nordstrom Canada. These estimates may change

Leases

We incurred operating lease liabilities arising from lease agreements of \$72 for the quarters ended May 4, 2024 and April 29, 2023.

Recent Accounting Pronouncements

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires additional quarterly and annual reportable segment disclosures, primarily around significant segment expenses. Annual disclosure requirements will be effective for us for the fourth quarter of 2024, and quarterly disclosure requirements will be effective for us in the first quarter of 2025, with early adoption permitted. We are currently evaluating the impact of this ASU on our disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires disclosure of additional income tax information, primarily related to the rate reconciliation and income taxes paid. Annual disclosure requirements will be effective for us for the fourth quarter of 2025, with early adoption permitted. We are currently evaluating the impact of this ASU on our disclosures.

NOTE 2: REVENUE

Contract Liabilities

Contract liabilities represent our obligation to transfer goods or services to customers and include deferred revenue for The Nordy Club (including unused points and unredeemed Nordstrom Notes), gift cards and our TD program agreement. Our contract liabilities are classified on the Condensed Consolidated Balance Sheets as new information becomes available follows:

	Other current liabilities	Other liabilities
Balance as of January 28, 2023	\$536	\$136

Balance as of April 29, 2023	489	123
Balance as of February 3, 2024	508	85
Balance as of May 4, 2024	479	72

Revenues recognized from our beginning contract liability balance were \$144 for the quarter ended May 4, 2024 and it is reasonably possible that they may materially change from \$137 for the estimated amounts. Increases in estimated costs to settle claims and decreases in estimated assets available for distribution may result in additional material charges. At the same time, any future decreases in estimated costs to settle claims or increases in estimated assets available for distribution may result in a gain, which would reduce our estimated charges, quarter ended April 29, 2023.

NORDSTROM, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollar and share amounts in millions except per share, per option and per unit amounts)

(Unaudited)

Amendment of Revolver Agreement

On March 1, 2023, we amended our Revolver originally dated May 6, 2022. Prior to this amendment, Nordstrom Canada Retail, Inc. was a loan party under the Revolver and the obligations under the Revolver were secured, in part, by the assets of this subsidiary. As a result of this amendment, Nordstrom Canada Retail, Inc. was removed as a loan party and obligations under the Revolver are no longer secured by these assets. In addition, this amendment excludes as subsidiaries or affiliates all Nordstrom Canada entities and carves out certain CCAA-related expenses and obligations from financial covenants under the Revolver.

Income Taxes

For the nine months ended October 28, 2023, we recognized net tax benefits of \$95 primarily related to the write-off of excess tax basis in our investment in Canada, net of tax expense related to an increase in valuation allowance for Canada deferred tax assets.

NOTE 3: REVENUE

Contract Liabilities

Contract liabilities represent our obligation to transfer goods or services to customers and include deferred revenue for The Nordy Club (including points and Nordstrom Notes), gift cards and our amended 2022 TD program agreement. Our contract liabilities are classified on the Condensed Consolidated Balance Sheets as follows:

	Other current liabilities	Other liabilities
Balance as of January 29, 2022	\$478	\$—
Balance as of April 30, 2022	442	—
Balance as of July 30, 2022	438	—
Balance as of October 29, 2022	430	—
Balance as of January 28, 2023	536	136

Women's Apparel	Women's Apparel	28 %	29 %	28 %	29 %	Women's Apparel	30 %	29 %
Shoes	Shoes	27 %	27 %	26 %	26 %	Shoes	26 %	26 %
Men's Apparel	Men's Apparel	15 %	15 %	15 %	15 %	Men's Apparel	14 %	15 %
Beauty						Beauty	12 %	12 %
Accessories	Accessories	11 %	11 %	12 %	12 %	Accessories	11 %	12 %
Beauty		12 %	11 %	12 %	11 %			
Kids' Apparel	Kids' Apparel	4 %	4 %	4 %	4 %	Kids' Apparel	4 %	3 %
Other	Other	3 %	3 %	3 %	3 %	Other	3 %	3 %
Total net sales	Total net sales	100 %	100 %	100 %	100 %	Total net sales	100 %	100 %

NOTE 4:3: DEBT AND CREDIT FACILITIES

Debt

During the first quarter of 2024, we retired our 2.30% senior notes due April 2024 using cash on hand.

Credit Facilities

As of October 28, 2023, May 4, 2024 and April 29, 2023 we had total short-term borrowing capacity of \$800 and no outstanding borrowings under the Revolver that expires in May 2027. As of May 4, 2024, we have an outstanding standby letter of credit of \$28 resulting in available short-term borrowing capacity of \$772. This letter of credit is not reflected in our Condensed Consolidated Balance Sheets. Provided that we obtain written consent from the lenders, we have the option to increase the Revolver by up to \$200, to a total of \$1,000, and two options to extend the Revolver for additional one-year terms.

Any outstanding borrowings under the Revolver are secured by substantially all our personal and intellectual property assets and are guaranteed by certain of our subsidiaries. Under the Revolver, our obligation to secure any outstanding borrowings will be eliminated if no default exists and we either have an unsecured investment-grade debt rating from two of three specified ratings agencies, or we have one investment-grade rating and achieve two consecutive fiscal quarters with a Leverage Ratio of less than 2.5 times. On March 1, 2023, we amended our Revolver agreement (see Note 2: Canada Wind-down).

Under the Revolver, we have two financial covenant tests that need to be met on a quarterly basis: a Leverage Ratio that is less than or equal to 4 times and a fixed charge coverage ratio that is greater than or equal to 1.25 times. As of October 28, 2023 May 4, 2024, we were in compliance with all covenants.

The Revolver contains customary representations, warranties, covenants and terms, including paying a variable rate of interest and a facility fee based on our debt rating, and is available for working capital, capital expenditures and general corporate purposes. The Revolver allows us to issue dividends and repurchase shares provided we are not in default and no default would arise as a result of such payments. If the pro-forma Leverage Ratio after such payments is less than 3 times, then such payments are unlimited. If the pro-forma Leverage Ratio is greater than or equal to 3 times but less than 3.5 times, then we are limited to \$100 per fiscal quarter and if the pro-forma Leverage Ratio is greater than or equal to 3.5 times, then the limit is \$60 per fiscal quarter.

Our \$800 commercial paper program allows us to use the proceeds to fund operating cash requirements. Under the terms of the commercial paper agreement, we pay a rate of interest based on, among other factors, the maturity of the issuance and market conditions. The issuance of commercial paper has the effect of reducing available liquidity under the Revolver by an amount equal to the principal amount of commercial paper outstanding. Conversely, borrowings under our Revolver have the effect of reducing the available capacity of our commercial paper program by an amount equal to the amount outstanding. As of **October 28, 2023** **May 4, 2024** and **April 29, 2023**, we had no issuances outstanding under our commercial paper program.

NORDSTROM, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollar and share amounts in millions except per share, per option and per unit amounts)

(Unaudited)

NOTE 5:4: FAIR VALUE MEASUREMENTS

We disclose our financial assets and liabilities that are measured at fair value in our Condensed Consolidated Balance Sheets by level within the fair value hierarchy as defined by applicable accounting standards:

- Level 1: Quoted market prices in active markets for identical assets or liabilities
- Level 2: Other observable market-based inputs or unobservable inputs that are corroborated by market data
- Level 3: Unobservable inputs that cannot be corroborated by market data that reflect the reporting entity's own assumptions

NORDSTROM, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollar and share amounts in millions except per share, per option and per unit amounts)

(Unaudited)

Financial Instruments Measured at Carrying Value

Financial instruments measured at carrying value on a recurring basis include cash and cash equivalents, accounts receivable, accounts payable and our Revolver, which approximate fair value due to their short-term nature.

Long-term debt is recorded at carrying value. If long-term debt was measured at fair value, we would use quoted market prices of the same or similar issues, which is considered a Level 2 fair value measurement. The following table summarizes the carrying value and fair value estimate of our long-term debt, including current maturities:

		October 28, 2023	January 28, 2023	October 29, 2022				
		2023	2023	2022	May 4, 2024	May 4, 2024	February 3, 2024	April 29, 2023
Carrying value of long-term debt	Carrying value of long-term debt	\$2,861	\$2,856	\$2,855				

Fair	Fair			
value of	value of			
long-	long-			
term	term			
debt	debt	2,168	2,278	2,224

Non-financial Assets Measured at Fair Value on a Nonrecurring Basis

We measure certain non-financial assets items at fair value on a nonrecurring basis, primarily goodwill and long-lived tangible and ROU assets, in connection with periodic evaluations for potential impairment. There were no material impairment charges for these assets for the quarter ended May 4, 2024. We estimate the fair value of these assets and liabilities using primarily unobservable inputs and, as such, these are considered Level 3 fair value measurements.

During In the nine months ended October 28, 2023, first quarter of 2023, we measured our investment in Nordstrom Canada, our related-party receivables and related lease guarantees at fair value (see Note 2: value. See our 2023 Annual Report for more detailed information on charges associated with the wind-down of our Canada Wind-down for additional information). operations.

Investments Measured at NAV

We have certain From time to time, we invest in financial interests of private companies and venture capital funds that align with our business and omni-channel strategies, which are classified in other assets in the Condensed Consolidated Balance Sheets and proceeds from the sale of assets and other, net within investing activities on the Condensed Consolidated Statements of Cash Flows. These investments that are measured at fair value using the NAV per share, or its equivalent, as a practical expedient. This class of investments consists of partnership interests that mainly invest in venture capital strategies with a focus on privately held consumer and technology companies. The NAV is based on the fair value of the underlying net assets owned by the fund and the relative interest of each participating investor in the fair value of the underlying assets. Our interest in these partnerships is generally not redeemable and is subject to significant restrictions regarding transfers. Distributions from each fund will be received as the underlying assets of the funds are liquidated. Liquidation is triggered by clauses within the partnership agreements or at the funds' stated end date. The contractual terms of the partnership interests range from six to ten years.

As of May 4, 2024, February 3, 2024 and April 29, 2023, we held \$39, \$41 and \$41 of investments measured at NAV.

NOTE 6:5: STOCK-BASED COMPENSATION

The following table summarizes our stock-based compensation expense:

		Nine Months			
		Quarter Ended		Ended	
		October	October	October	October
		28,	29,	28,	29,
		2023	2022	2023	2022
Quarter Ended					
Quarter Ended					
Quarter Ended					
May 4, 2024					
RSUs	RSUs	\$11	\$10	\$31	\$32

¹ Other stock-based compensation expense includes PSUs, ESPP and nonemployee director stock awards. ESPP.

and nine months ended October 29, 2022. of 2023.

NOTE 7:6: SHAREHOLDERS' EQUITY

We have certain limitations with respect to the payment of dividends and share repurchases under our Revolver agreement (see Note 3: Debt and Credit Facilities).

Share Repurchases

In May 2022, our Board of Directors authorized a program to repurchase up to \$500 of our outstanding common stock, with no expiration date. We repurchased 0.03 no shares of common stock in the quarter ended May 4, 2024, compared with 0.03 shares for \$1 at an average purchase price per share of \$19.41 during the nine months quarter ended October 28, 2023, compared with 2.3 shares for \$53 at an average purchase price per share of \$22.95 during the nine months ended October 29, 2022 April 29, 2023, and had \$438 remaining in share repurchase capacity as of October 28, 2023 May 4, 2024.

Dividends

In November 2023, May 2024, subsequent to quarter end, we declared a quarterly dividend of \$0.19 per share, which will be paid on December 13, 2023 June 19, 2024 to shareholders of record at the close of business on November 28, 2023 June 4, 2024.

We have certain limitations with respect to the payment of dividends and share repurchases under our Revolver agreement (see Note 4: Debt and Credit Facilities).

Rights Plan

In September 2022, our Board of Directors approved a shareholder rights agreement and declared a dividend of one right for each outstanding share of Nordstrom common stock to shareholders of record on September 30, 2022. In June 2023, shareholders approved an advisory vote on the extension of our Rights Plan at our 2023 Annual Meeting, and in August 2023, the Board of Directors extended the expiration date to September 19, 2025, unless redeemed, exchanged or terminated earlier by our Board. Each right entitles holders to purchase one newly issued share of Nordstrom common stock at an exercise price of \$94 per right, subject to adjustment. Initially, the rights are not exercisable and trade with our shares of common stock.

In general, the rights become exercisable following a public announcement that a person acquires 10% or more of the outstanding shares of Nordstrom common stock. If the rights are exercised, each holder (except the acquiring person) will have the right to receive common stock equal to two times the exercise price of the right. The Company may redeem the rights for \$0.001 per right anytime prior to the rights becoming exercisable. The agreement also provides for exceptions and additional terms for other certain situations and circumstances. There is currently no impact to our Condensed Consolidated Financial Statements.

NORDSTROM, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollar and share amounts in millions except per share, per option and per unit amounts)
(Unaudited)

NOTE 8:7: EARNINGS PER SHARE

The computation of EPS is as follows:

	Nine Months
Quarter Ended	Ended

		October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
Net earnings (loss)		\$67	(\$20)	\$—	\$126
Quarter Ended					
Quarter Ended					
Quarter Ended					
May 4, 2024				May 4, 2024	April 29, 2023
Net loss					
Basic weighted-average shares outstanding	Basic weighted-average shares outstanding	162.0	159.5	161.5	160.1
Dilutive effect of common stock equivalents		1.6	—	—	2.2
Basic weighted-average shares outstanding					
Basic weighted-average shares outstanding					
Dilutive shares					
Diluted weighted-average shares outstanding	Diluted weighted-average shares outstanding	163.6	159.5	161.5	162.3
Basic EPS	Basic EPS	\$0.41	(\$0.13)	\$—	\$0.79
Basic EPS					
Basic EPS					
Diluted EPS	Diluted EPS	\$0.41	(\$0.13)	\$—	\$0.77
Anti-dilutive common stock equivalents		8.2	10.1	10.3	9.2
Anti-dilutive shares					



Anti-dilutive shares

Anti-dilutive shares

NOTE 9:8: SEGMENT REPORTING

The following table sets forth information for our reportable segment:

		Quarter Ended		Nine Months Ended	
		October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
		Quarter Ended		Quarter Ended	
		Quarter Ended		Quarter Ended	
		Quarter Ended		Quarter Ended	
		May 4, 2024		May 4, 2024	
		May 4, 2024		April 29, 2023	
Retail segment EBIT	Retail segment EBIT	\$149	\$119	\$535	\$471
Corporate/Other EBIT	Corporate/Other EBIT	(47)	(116)	(500)	(193)
Interest expense, net	Interest expense, net	(24)	(32)	(78)	(101)
Earnings (loss) before income taxes		\$78	(\$29)	(\$43)	\$177
Loss before income taxes					

For information about disaggregated revenues, see Note 3:2: Revenue.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(Dollar and share amounts in millions except per share amounts and where otherwise noted)

The following MD&A provides a narrative of our financial performance and is intended to promote understanding of our results of operations and financial condition. MD&A is provided as a supplement to, and should be read in conjunction with, Item 1. Financial Statements (Unaudited) and generally discusses the results of operations for the quarter and nine months ended October 28, 2023 May 4, 2024 compared with the quarter and nine months ended October 29, 2022 April 29, 2023. The following discussion and analysis contains forward-looking statements and should also be read in conjunction with cautionary statements and risks described elsewhere in this Form 10-Q before deciding to purchase, hold or sell shares of

our common stock.

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Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(Dollar and share amounts in millions except per share amounts and where otherwise noted)

OVERVIEW

Third First quarter results reflected continued progress on our 2023 2024 key priorities of improving driving Nordstrom banner growth, operational optimization and building upon the momentum at the Rack. We saw strong sales growth, particularly in the Rack performance, increasing banner, which drove solid gross profit and leverage, but was more than offset by higher loyalty activity and reserves, as well as external theft and inventory productivity and optimizing cleanup in our supply chain capabilities. Execution on these priorities and quickly adapting to shifting sales trends helped us deliver earnings growth despite lower sales in as we consolidated facilities. As a challenging macroeconomic environment.

For the third quarter of 2023, result, we reported a net earnings of \$67, or \$0.41 per diluted share, compared with a loss of \$20, \$39, or \$0.13 \$0.24 loss per diluted share, in 2022. After excluding adjustments from the wind-down of Canadian operations, Adjusted EPS₁ in the third quarter of 2023 was \$0.25, compared with Adjusted EPS₁ of \$0.20 in the third quarter of 2022, which excludes an asset impairment charge.share.

Total Company net sales decreased 6.8% compared with increased 5.1% versus the third quarter of 2022. This included a negative 270 basis point impact from the same period in fiscal 2023, and total Company comparable sales increased 3.8%. The wind-down of Canadian operations had a negative impact on total Company net sales of 75 basis points. In the first quarter, active, kids' apparel and an approximately 200 basis point positive impact from one week of the Anniversary Sale shifting into the third quarter of 2023. The majority of our categories improved sequentially from the second quarter of women's apparel had strong double-digit growth versus 2023, when compared with the same period in 2022. and beauty increased by high single-digits.

We are encouraged by the progress we are making as a result of our focus on our key priorities. We are committed to delivering profitable growth while improving the customer experience through and are encouraged by the progress we made against our key priorities. priorities during the first quarter of 2024.

Nordstrom Rack – We deliver great brands are committed to driving growth at great prices for the Nordstrom banner, with a focus on digital-led growth supported by stores, aiming to further enable our customers at Nordstrom Rack, to shop when and where they want. In our digital business, Nordstrom.com, we implemented improvements around the search and discovery experience and worked to optimize the balance of price points across our merchandise selection while focusing on in-stock rates. During the first quarter of 2024, we launched our digital Marketplace. Marketplace allows customers to shop more products and sizes from their favorite brands while providing more access to new and emerging labels.As Marketplace scales, we'll continue to improve by growing the most desirable brands offered, driving greater engagement and profitability

at NordstromRack.com and expanding grow our reach and convenience with new Rack stores in key markets. We adjusted online assortment which will allow us to serve more customers on even more occasions through increasing our assortment throughout the quarter to meet shifting demand and ensure our customers have a compelling flow use of new and relevant products. As we continue to focus on our digital offering, we made progress on its profitability. Our Rack digital channel is now profitable on a year-to-date basis. unowned inventory.

We opened 19 new stores and relocated one store year to date through December 1, 2023. We believe that Rack stores are a great investment, with returns that exceed our cost of capital and have a short payback period, and they are also our largest source of new customer acquisition. We are excited to roll out to more markets and increase our Rack footprint, and have announced plans to open 17 more stores beyond 2023.

Inventory Productivity Operational Optimization – We are focused on better optimizing our operations, including in supply chain, which drives improvements in customer experience through faster delivery and improves our cost position by maximizing our inventory discipline to provide customers with relevant and new assortments and improve our earnings and return on invested capital. value throughout its lifecycle. We continue to manage with leaner inventories, with overall ending inventory levels 9% lower than the third quarter of 2022 and a positive sales-to-inventory spread. This lower level of inventory required fewer markdowns and helped drive 180 basis points of expansion in our gross profit as a rate of sales, compared with the third quarter of 2022. We are also gaining traction with our Nordstrom private label brands, which are more profitable and have lower return rates. Our overall inventory position is healthy heading into the holiday season, and while our designer category remains pressured, we expect to end the year with an improved inventory position in this category.

Supply Chain Optimization – We continue continued to make good progress on against our supply chain initiatives which drive improvements in customer experience and profitability. We delivered during the first quarter of 2024, delivering a better experience to our customers through faster shortened delivery lower cancellation rates and increased accuracy of inventory, times, while also reducing variable fulfillment costs.

Nordstrom Rack – We were pleased with our efforts in driving cost savings. Following four consecutive quarters of reductions topline Rack growth. First quarter Nordstrom Rack net sales increased by 13.8% versus the same period in our variable supply chain costs of more than 100 basis points compared with the prior year, we were able to drive another 50 basis point reduction fiscal 2023, and comparable sales increased 7.9%. We opened 6 new Rack stores in the third first quarter of 2023. 2024 and additional stores subsequent to quarter end, which places us on track to open a total of 22 new Racks in 2024. Our strategy and focus on great brands at great prices continued to deliver results with increases in traffic, conversion and customers in the first quarter of 2024.

We expect continued to manage with leaner inventories, ending the level of cost savings quarter with a double-digit positive inventory spread and healthy inventory levels. As we look ahead to stabilize going forward, as the second quarter, we have been are focused on this priority for over a year. However, we will continue providing an exceptional Anniversary Sale, led by the brands that matter most to seek out additional efficiencies in flow and improved productivity through inventory management initiatives.

Throughout this year, we made solid progress against each our customers. Building upon the success of our priorities, which we believe will help us expand market share and improve profitability. Looking ahead, last year's event, we are excited increasing the depth of offerings and grounding our assortment in highly coveted brands.

Despite continued macroeconomic uncertainty, we are encouraged that our focus and priorities are resonating with customers and driving topline strength. Our strong sales performance during the first quarter of 2024 gives us momentum heading into the rest of the year. We believe continued focus and execution on our key priorities will position us well to fulfill our brand purpose to help our customers feel good and look their best this holiday season and beyond. We are navigating through near-term uncertainty while continuing to advance our long-term strategic priorities build capabilities to better serve our customers, drive profitable growth and increase shareholder value.

Adjusted EPS is a non-GAAP financial measure. For a reconciliation between GAAP and non-GAAP financial measures, see Adjusted EBIT, Adjusted EBITDA, Adjusted EBIT margin and Adjusted EPS (Non-GAAP financial measures) below.

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RESULTS OF OPERATIONS

In our ongoing effort to enhance the customer experience, we are focused on providing a seamless retail experience across our Company. We invested early in integrating our operations, merchandising and technology across our stores and online in both our Nordstrom and Nordstrom Rack banners. By connecting our digital and physical assets across Nordstrom and Nordstrom Rack, we are able to better serve customers when, where and how they want to shop. We have one Retail reportable segment and analyze our results on a total Company basis, using customer, market share, operational and net sales metrics.

Our Anniversary Sale, historically the largest event of the year, typically falls in the second quarter. One week of our Anniversary Sale shifted from the second quarter in 2022 to the third quarter in 2023.

We monitor a number of key operating metrics to evaluate our Company's performance. In addition to net sales, net earnings (loss) and other results under GAAP, two other key operating metrics we use are GMV, comparable sales and inventory turnover rate. Beginning in the first quarter of 2023, we made changes to how we calculate these metrics to more closely align with how our business is operated. Changes in the methodologies are discussed below and prior periods have been adjusted to reflect a comparable presentation.

- **GMV:** calculated as the total dollar value of merchandise owned and unowned inventory sold through our digital platforms and stores. GMV includes net merchandise sales stores, including the impact of estimated future customer returns and deferred revenue from inventory we own, as well as the retail value of merchandise sold under our unowned inventory models with our vendors. Nordy Club points and Notes. We use GMV as an indicator of the scale and growth of our operations and the impact of our unowned inventory models. Prior
- **Comparable Sales:** calculated as the total dollar value of owned and unowned inventory sold through our digital platforms and stores, net of actual returns. Store sales are added to the first quarter comparable sales base after they have been open for 13 full months or more, and removed in the month of their closure. Due to the 53rd week in 2023, we also included non-merchandise calculate our 2024 comparable sales in using a realigned 2023 52-week period. We use comparable sales to evaluate the performance of our GMV calculation. business without the impact of recently opened or closed stores.
- **Inventory Turnover Rate:** calculated as the trailing 4-quarter four-quarter merchandise cost of sales divided by the trailing 13-month average inventory. Inventory turnover rate is an indicator of our success in optimizing inventory volumes in accordance with customer demand. Prior Merchandise inventories prior to February 4, 2024 were

Nordstrom Rack	Nordstrom Rack	(1.8 %)	(1.9 %)	(5.9 %)	4.7 %	Nordstrom Rack	13.8 %	(11.9 %)
Total Company	Total Company	(6.8 %)	(2.9 %)	(8.9 %)	8.7 %	Total Company	5.1 %	(11.6 %)
Digital sales as a % of total net sales		34 %	34 %	35 %	37 %			
Digital sales decrease		(11 %)	(16 %)	(14 %)	(4 %)			

Digital sales:

Digital sales:

Digital sales:

As a % of total net sales

As a % of total net sales

As a % of total net sales

Sales
(decrease)
increase

Sales
(decrease)
increase 34.3 % 36.1 %
(0.2 %) 17.4 %

Nordstrom GMV (decrease) increase	(9.8 %)	(3.3 %)	(10.6 %)	10.8 %
Total Company GMV (decrease) increase	(7.1 %)	(3.0 %)	(9.1 %)	8.6 %

GMV increase (decrease):

GMV increase (decrease):

GMV increase (decrease):

Nordstrom

Nordstrom

Nordstrom

Total

Company

0.3 % (11.8 %)
Total
Company 4.9 % (11.9 %)

Total Company net sales and GMV decreased increased for the quarter and nine months ended October 28, 2023, compared with the same periods in 2022. For the third first quarter of 2023, 270 basis points of the decrease was due to the deconsolidation of our Canadian operations as of March 2, 2023 (see Note 2: Canada Wind-down in Item 1). This was

partially offset by the timing shift of the Anniversary Sale, which had a positive impact on net sales of approximately 200 basis points compared with the third quarter of 2022. Total Company net sales for the nine months ended October 28, 2023, 2024, compared with the same period in 2022, were negatively impacted 245 basis points from the 2023. The wind-down of Canadian operations. For operations had a negative impact on total Company net sales of 75 basis points, as the third first quarter of 2023 included one month of Canadian sales. Active, kids' and nine months ended October 28, 2023, active women's apparel and beauty were had the strongest categories growth compared with the same periods period in 2022. 2023. Comparable sales increased 3.8%. Total Company digital sales decreased slightly for the first quarter of 2024, compared with the same period in 2023.

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Nordstrom net sales and GMV decreased increased for the third first quarter and nine months ended October 28, 2023, of 2024, compared with the same periods period in 2022. 2023. The wind-down of Canadian operations had a negative impact on Nordstrom net sales were negatively impacted 410 of 110 basis points for points. Comparable sales increased 1.8%. For the third first quarter of 2023 and 360 basis points for the nine months ended October 28, 2023 from the wind-down of Canadian operations. For the third quarter of 2023, this was partially offset by the timing shift of the Anniversary Sale which had a positive impact on net sales of approximately 300 basis points, compared with the third quarter of 2022. For both the quarter and nine months ended October 28, 2023, 2024, Nordstrom net sales reflected a decrease in the number of items sold, partially offset by an increase in the average selling price per item sold.

Nordstrom Rack net sales decreased for the third quarter and nine months ended October 28, 2023, compared with the same periods in 2022, which reflected sold, partially offset by a decrease in the number of items sold, partially offset by sold.

Nordstrom Rack net sales increased for the first quarter of 2024, compared with the same period in 2023, reflecting an increase in both the number of items sold and the average selling price per item sold. Eliminating store fulfillment for Nordstrom Rack digital orders during the third quarter of 2022 negatively impacted Nordstrom Rack Comparable sales by approximately 100 basis points for the third quarter of 2023 and approximately 400 basis points for the nine months ended October 28, 2023, compared with the same periods in 2022. increased 7.9%.

Total Company digital sales decreased for the third quarter and nine months ended October 28, 2023, compared with the same periods in 2022. Eliminating store fulfillment for Nordstrom Rack digital orders during the third quarter of 2022 and sunsetting Trunk Club in the second quarter of 2022 negatively impacted digital sales by approximately 100 basis points for the third quarter of 2023 and approximately 500 basis points for the nine months ended October 28, 2023. The decrease in digital sales for the third quarter of 2023 was partially offset by the timing of the Anniversary Sale, which had a positive impact on digital sales of approximately 400 basis points, compared with the same period in 2022. Store Count

During the nine months ended October 28, 2023, we opened 18 Nordstrom Rack stores and relocated one Nordstrom Rack store. We also closed one Nordstrom Rack store, one Nordstrom store and one Nordstrom Local service hub. We deconsolidated six Nordstrom and seven Nordstrom Rack stores in Canada as of March 2, 2023 (see Note 2: Canada Wind-down in Item 1).

	Quarter Ended	
	May 4, 2024	April 29, 2023
Nordstrom	93	94

Nordstrom Local service hubs	6	7
ASOS Nordstrom	—	1
Nordstrom Rack	264	243
Last Chance clearance stores	2	2
Total	365	347

Credit Card Revenues, Net

Credit card revenues, net increased \$7 and \$27 were \$114 for the third first quarter and nine months ended October 28, 2023, of 2024, compared with \$117 for the same periods period in 2022, 2023. The increases were decrease was due to higher revenue recognized in connection with our 2022 TD program agreement amendment and higher credit losses, partially offset by increased finance charges from both higher interest rates and outstanding balances and rates. The increases were partially offset by increased credit losses. balances.

Fiscal Year 2023 2024 Total Revenue Outlook

In fiscal 2023, which includes a 53rd week, 2024, we expect a total revenue range, including retail sales and credit card revenues, of 2.0% decline to decline 4 to 6 percent 1.0% growth compared with the 53-week fiscal 2022. Our outlook 2023, which includes an approximately 250 135 basis points of negative impact from the wind-down of business operations in Canada (see Note 2: Canada Wind-down in Item 1) and approximately 130 basis points of positive point unfavorable impact from the 53rd week.

Gross Profit

The following table summarizes gross profit:

	Quarter Ended		Nine Months Ended	
	October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
Gross profit	\$1,120	\$1,139	\$3,438	\$3,680
Gross profit as a % of net sales	35.0%	33.2%	34.6%	33.8%
			October 28, 2023	October 29, 2022
Inventory turnover rate			3.43	3.26

	Quarter Ended	
	May 4, 2024	April 29, 2023
Gross profit	\$1,018	\$1,036
Gross profit as a % of net sales	31.6 %	33.8 %
Inventory turnover rate	3.6	3.4

Gross profit decreased \$19 \$18 and \$242 for the third quarter and nine months ended October 28, 2023, compared with the same periods in 2022, due to lower sales, partially offset by lower markdowns, increased inventory productivity and lower

buying and occupancy costs. Gross profit 225 basis points as a rate of net sales, increased 180 and 85 basis points for the third quarter and nine months ended October 28, 2023, compared with the same periods in 2022, due to lower markdowns, increased inventory productivity and lower buying and occupancy costs, partially offset by deleverage on lower sales.

Ending inventory as of October 28, 2023 decreased 8.8%, compared with the same period in 2022, 2023. The strength in first quarter sales drove strong gross profit and leverage, which were more than offset primarily by timing matters related to both higher loyalty activity and reserves, as well as external theft in our transportation network and inventory cleanup in our supply chain as we consolidated facilities. Ending inventory decreased 6% compared with the same period in 2023, versus a 6.8% decrease 5% increase in sales for net sales.

Selling, General and Administrative Expenses

SG&A is summarized in the third following table:

	Quarter Ended	
	May 4, 2024	April 29, 2023
SG&A	\$1,153	\$1,103
SG&A as a % of net sales	35.8 %	36.0 %

SG&A increased \$50 during the first quarter of 2024, compared with the same period in 2023, reflecting continued strong inventory discipline. due to higher labor costs associated with higher sales volume. SG&A rate decreased 20 basis points primarily due to leverage on higher sales and improvements in variable costs in our supply chain and across the business, partially offset by higher labor costs.

Canada Wind-down Costs

We recognized charges associated with the wind-down of Nordstrom Canada of \$309 in the first quarter of 2023.

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Selling, General and Administrative Expenses

SG&A is summarized in the following table:

	Quarter Ended		Nine Months Ended	
	October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
SG&A expenses	\$1,163	\$1,249	\$3,466	\$3,722
SG&A expenses as a % of net sales	36.3%	36.4%	34.9%	34.2%

SG&A decreased \$86 and \$256 for the third quarter and nine months ended October 28, 2023, compared with the same periods in 2022, primarily due to lower variable costs, driven by lower sales and supply chain efficiency initiatives, partially offset by higher labor costs. The third quarter of 2022 included a supply chain technology and related asset impairment charge of \$70, and the nine months ended October 29, 2022 also included a \$51 gain on sale of our interest in a corporate office building and an \$18 impairment charge related to costs associated with the wind-down of Trunk Club.

SG&A as a percent of net sales decreased 5 basis points for the third quarter of 2023, compared with the same period in 2022, due to a supply chain technology and related asset impairment charge incurred in the third quarter of 2022 and

improvements in variable costs from supply chain efficiency initiatives, partially offset by deleverage from lower sales and higher labor costs. SG&A as a percent of net sales increased 75 basis points for the nine months ended October 28, 2023, compared with the same period in 2022, primarily due to deleverage from lower sales and higher labor costs, partially offset by supply chain efficiencies.

Canada Wind-down Costs

We recognized charges associated with the wind-down of Nordstrom Canada of \$284 in the nine months ended October 28, 2023, including a favorable adjustment of \$25 in the third quarter of 2023 (see Note 2: Canada Wind-down in Item 1).

Earnings (Loss) Before Interest and Income Taxes

EBIT is summarized in the following table:

	Quarter Ended		Nine Months Ended	
	October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
EBIT	\$102	\$3	\$35	\$278
EBIT as a % of net sales	3.2%	0.1%	0.4%	2.6%

	Quarter Ended	
	May 4, 2024	April 29, 2023
EBIT	(\$21)	(\$259)
EBIT as a % of net sales	(0.6 %)	(8.5 %)

EBIT improved \$99 \$238 and 310 780 basis points as a rate of net sales for during the third first quarter of 2023, 2024, compared with the same period in 2022, due to an improved gross profit rate and supply chain efficiency initiatives, partially offset by lower sales volume. 2023. The third quarter of 2023 included a \$25 favorable impact from the wind-down of Nordstrom Canada, while the third quarter of 2022 included a supply chain technology and related asset impairment charge of \$70.

EBIT decreased \$243 and 220 basis points as a rate of net sales for the nine months ended October 28, 2023, compared with the same period in 2022, increase was primarily due to \$284 \$309 of expenses associated with the wind-down of Canadian operations in 2023 and lower higher sales volume in 2024, partially offset by an improved gross profit rate timing matters related to both higher loyalty activity and reserves, as well as external theft in our transportation network and inventory cleanup in our supply chain efficiency initiatives. The nine months ended October 29, 2022 included a supply chain technology and related asset impairment charge of \$70, a \$51 gain on sale of our interest in a corporate office building and an \$18 impairment charge related to costs associated with the wind-down of Trunk Club. as we consolidated facilities.

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Interest Expense, Net

Interest expense, net was is summarized in the following table: \$24

	Quarter Ended
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Fiscal year	May 4, 2024	April 29, 2023
Interest on long-term debt and short-term borrowings	\$37	\$37
Interest income	(8)	(7)
Capitalized interest	(2)	(2)
Interest expense, net	\$27	\$28

Interest expense, net decreased for the third first quarter of 2023, 2024, compared with \$32 for the same period in 2022, and \$78 for the nine months ended October 28, 2023, compared with \$101 for the same period in 2022. The decreases in interest expense, net were primarily 2023, due to an increase in interest income from higher prevailing rates. income.

Income Tax Expense

Income tax expense benefit is summarized in the following table:

	Quarter Ended		Nine Months Ended	
	October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
Income tax expense (benefit)	\$11	(\$9)	(\$43)	\$51
	Quarter Ended			
	Quarter Ended			
	Quarter Ended			
	May 4, 2024			
Income tax benefit				
Income tax benefit				
Income tax benefit				
Effective tax rate	Effective tax rate			
	14.2 %	30.6 %	99.7 %	29.0 %
Effective tax rate				
Effective tax rate				

The effective tax rate decreased in the third first quarter of 2023, 2024, compared with the same period in 2022, 2023, primarily due to additional nonrecurring tax benefits related to the wind-down of Canadian operations during in the quarter. The effective first quarter of 2023. Excluding the impacts of the wind-down, the tax rate increased for the nine months ended October 28, 2023, compared with the same period in 2022, primarily decreased due to the favorable resolution impact of certain tax matters and net tax benefits unfavorable stock-based compensation on loss before income taxes in the first quarter of \$95 related to 2024, compared with earnings before income taxes in the wind-down first quarter of Canadian operations. 2023.

Earnings Per Share

EPS is as follows:

	Quarter Ended		Nine Months Ended	
	October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
	Quarter Ended			

		Quarter Ended			
		Quarter Ended			
		May 4, 2024			
Basic					
Basic					
Basic	Basic	\$0.41	(\$0.13)	\$—	\$0.79
Diluted	Diluted	\$0.41	(\$0.13)	\$—	\$0.77
Diluted					
Diluted					

Diluted EPS improved \$0.54 \$1.03 for the third first quarter of 2023 primarily due to an improved gross profit rate and supply chain efficiency initiatives, partially offset by lower sales. The third quarter of 2023 includes an adjustment from 2024, compared with the wind-down of Canadian operations that increased diluted EPS \$0.16 per share, while the third quarter of 2022 includes a net unfavorable impact of \$0.33 per diluted share due to a supply chain impairment charge. For the nine months ended October 28, 2023, diluted EPS decreased \$0.77 same period in 2023, primarily due to charges related to the wind-down of Canadian operations that decreased diluted EPS by \$1.16 per share and lower sales, partially offset by an improved gross profit rate and supply chain efficiency initiatives. The nine months ended October 29, 2022 includes had a net unfavorable impact of \$0.18 \$1.34 per diluted share due to a supply chain impairment charge, an impairment charge related to costs associated with in the wind-down first quarter of Trunk Club, partially offset by the gain on sale of our interest in a corporate office building, 2023.

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Adjusted EBIT, Adjusted EBITDA, Adjusted EBIT margin Margin and Adjusted EPS (Non-GAAP financial measures) Financial Measures)

The following are key financial metrics and, when used in conjunction with GAAP measures, we believe they provide useful information for evaluating our core business performance, enable comparison of financial results across periods and allow for greater transparency with respect to key metrics used by management for financial and operational decision-making. Adjusted EBIT, Adjusted EBITDA, Adjusted EBIT margin and Adjusted EPS exclude certain items that we do not consider representative of our core operating performance. The financial measure calculated under GAAP which is most directly comparable to Adjusted EBIT and Adjusted EBITDA is net earnings (loss), loss. The financial measure calculated under GAAP which is most directly comparable to Adjusted EBIT margin is net earnings as a percent of net sales. The financial measure calculated under GAAP which is most directly comparable to Adjusted EPS is diluted EPS.

Adjusted EBIT, Adjusted EBITDA, Adjusted EBIT margin and Adjusted EPS are not measures of financial performance under GAAP and should be considered in addition to, and not as a substitute for, net earnings, net earnings as a percent of net sales, operating cash flows, earnings per share, earnings per diluted share or other financial measures performed in accordance with GAAP. Our method of determining non-GAAP financial measures may differ from other companies' financial measures and therefore may not be comparable to methods used by other companies.

The following is a reconciliation of net earnings (loss), loss to Adjusted EBIT and Adjusted EBITDA and net earnings as a percent of net sales to Adjusted EBIT margin:

	Quarter Ended		Nine Months Ended	
	October 28, 2023	October 29, 2022	October 28, 2023	October 29, 2022
Net earnings (loss)	\$67	(\$20)	\$—	\$126
Income tax expense (benefit)	11	(9)	(43)	51

Net loss					
Income tax benefit					
Interest expense, net	Interest expense, net	24	32	78	101
Earnings before interest and income taxes					
		102	3	35	278
Loss before interest and income taxes					
Canada wind-down costs	Canada wind-down costs	(25)	—	284	—
Supply chain impairment		—	70	—	70
Trunk Club wind-down costs		—	—	—	18
Gain on sale of interest in a corporate office building		—	—	—	(51)
Canada wind-down costs					
Canada wind-down costs					
Adjusted EBIT					
Adjusted EBIT					
Adjusted EBIT	Adjusted EBIT	77	73	319	315
Depreciation and amortization expenses					
Depreciation and amortization expenses					

Adjusted EBITDA	
Adjusted EBITDA	

Gain on sale of interest in a corporate office building		—	—	—	(0.31)
Income tax impact on adjustments ¹					
Income tax impact on adjustments ¹					
Income tax impact on adjustments ¹	Income tax impact on adjustments ¹	(0.01)	(0.11)	(0.58)	(0.06)
Adjusted EPS	Adjusted EPS	\$0.25	\$0.20	\$1.16	\$0.95

¹ The income tax impact of non-GAAP adjustments is calculated using the estimated tax rate for the respective non-GAAP adjustment.

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Adjusted ROIC (Non-GAAP financial measure)

We believe that Adjusted ROIC is a useful financial measure for investors 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.

Beginning in the second quarter of 2023, the Adjusted ROIC calculation was updated to exclude certain items that we do not consider representative of our core operating performance. Refer to non-operating related adjustments included within adjusted net operating profit after tax and adjusted average invested capital. Prior periods have been modified to conform with current period presentation.

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 calculating a non-GAAP financial measure 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 shows the components to reconcile the return on assets calculation to Adjusted ROIC:

		Four Quarters Ended			
		October 28, 2023	October 29, 2022		
		Four Quarters Ended		Four Quarters Ended	
		May 4, 2024		May 4, 2024	April 29, 2023
Net earnings	Net earnings	\$119	\$326		

Income tax (benefit)			
expense	(2)	117	
Income tax expense (benefit)			
Interest expense	Interest expense	136	138
Earnings before interest and income tax expense	Earnings before interest and income tax expense	253	581
Operating lease interest ₁	Operating lease interest ₁	86	85
Operating lease interest ₁			
Non-operating related adjustments ₂	Non-operating related adjustments ₂	284	38
Adjusted net operating profit	Adjusted net operating profit	623	704
Adjusted estimated income tax expense ₃	Adjusted estimated income tax expense ₃	(144)	(186)
Adjusted net operating profit after tax	Adjusted net operating profit after tax	\$479	\$518
Average total assets			
Average total assets			
Average total assets	Average total assets	\$8,956	\$9,227

Average noncurrent deferred property incentives in excess of ROU assets ⁴	Average noncurrent deferred property incentives in excess of ROU assets ⁴	(167)	(205)
Average non-interest bearing current liabilities	Average non-interest bearing current liabilities	(3,134)	(3,369)
Non-operating related adjustments ⁵	Non-operating related adjustments ⁵	294	(7)
Adjusted average invested capital	Adjusted average invested capital	\$5,949	\$5,646
Return on assets	Return on assets	1.3 %	3.5 %
Return on assets			
Return on assets		3.4 %	0.2 %
Adjusted ROIC	Adjusted ROIC	8.1 %	9.2 %
Adjusted ROIC		8.2 %	7.9 %

¹ Operating lease interest is a component of operating lease cost recorded in occupancy costs. We add back operating lease interest for purposes of calculating adjusted net operating profit for consistency with the treatment of interest expense on our debt.

² Non-operating related adjustments primarily relate to included a supply chain asset impairment and related charge for the four quarters ended May 4, 2024, as well as the wind-down of our Canadian operations for the four quarters ended October 28, 2023 May 4, 2024 and a supply chain impairment charge, partially offset by the gain on sale of our interest in a corporate office building for the four quarters ended October 29, 2022 April 29, 2023. See the Adjusted EBIT and Adjusted EBITDA section, as well as our 2022 2023 Annual Report, for detailed information on certain non-operating related adjustments.

³ Adjusted estimated income tax expense is calculated by multiplying the adjusted net operating profit by the adjusted effective tax rate (which removes the impact of non-operating related adjustments) for the trailing twelve-month periods ended October 28, 2023 May 4, 2024 and October 29, 2022 April 29, 2023. The adjusted effective tax rate is calculated by dividing adjusted income tax expense by adjusted earnings before income taxes for the same trailing twelve-month periods.

⁴ For leases with property incentives that exceed the ROU assets, we reclassify the amount from assets to other current liabilities and other liabilities on the Condensed Consolidated Balance Sheets. The current and noncurrent amounts are used to reduce average total assets above, as this better reflects how we manage our business.

Non-operating related adjustments primarily relate to the wind-down of our Canadian operations for the trailing twelve-month period periods ended October 28, 2023 May 4, 2024 and a supply chain impairment charge, partially offset by the gain on sale of our interest in a corporate office building for the trailing twelve-month period ended October 29, 2022 April 29, 2023.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

(Dollar and share amounts in millions except per share amounts and where otherwise noted)

LIQUIDITY

We strive to maintain a level of liquidity sufficient to allow us to cover our seasonal cash needs and to maintain appropriate levels of short-term borrowings, borrowing capacity. In the short term, our ongoing working capital and capital expenditure requirements, and any dividend payments or share repurchases, are generally funded through cash flows generated from operations. In addition, we have access to the commercial paper market and can draw on our Revolver for working capital, capital expenditures and general corporate purposes. Over the long term, we manage our cash and capital structure to maximize shareholder return, maintain our financial position, manage refinancing risk and allow flexibility for strategic initiatives. We regularly assess our debt and leverage levels, capital expenditure requirements, debt service payments, dividend payouts, share repurchases and other future investments.

We ended the third first quarter of 2023 2024 with \$375 \$428 in cash and cash equivalents and \$800 \$772 of additional liquidity available on our Revolver. Cash and cash equivalents in the third quarter as of 2023 increased May 4, 2024 decreased \$153 from \$293 in the third quarter \$581 as of 2022, April 29, 2023, driven by cash flow from earnings, partially offset primarily by payments for capital expenditures Canadian guarantee settlements (see Note 2: Canada Wind-down in Item 1) and dividends, principal payments on long-term debt, partially offset by cash flows from earnings.

During the first quarter of 2024, we retired our 2.30% senior notes that were due April 2024 using cash on hand. We believe that our cash flows from operations are sufficient to meet our cash requirements for the next 12 months and beyond. Our cash requirements are subject to change as business conditions warrant and opportunities arise, and we may elect to raise additional funds in the future through the issuance of either debt or equity.

The following is a summary of our cash flows by activity:

		Nine Months Ended	
		October 28, 2023	October 29, 2022
Quarter Ended		Quarter Ended	
May 4, 2024		May 4, 2024	April 29, 2023
Net cash provided by operating activities	Net cash provided by operating activities	\$107	\$240

Net cash used in investing activities	Net cash used in investing activities	(376)	(243)
Net cash used in financing activities		(43)	(23)
Net cash (used in) provided by financing activities			

Operating Activities

Net cash provided by operating activities decreased \$133 for increased \$123 for the nine months quarter ended October 28, 2023 May 4, 2024, compared with the same period in 2022, 2023, primarily due to the Canadian guarantee settlements and the timing of purchases and payments for inventory, payroll and tax benefits in 2023 associated with the Canada wind-down, partially offset by changes the settlement of an outstanding liability to Nordstrom Canada in compensation. 2024.

Investing Activities

Net cash used in investing activities increased \$133 decreased \$41 for the nine months quarter ended October 28, 2023 May 4, 2024, compared with the same period in 2022, 2023, primarily due to increased capital expenditures for Nordstrom Rack new store openings, the sale of our interest in a corporate office building in 2022 and the decrease in cash and cash equivalents resulting from the deconsolidation of Canada in 2023 (see Note 1: Basis of Presentation and Note 2: Canada Wind-down in Item 1).

Capital Expenditures

Our capital expenditures, net are summarized as follows:

		Nine Months Ended	
		October 28, 2023	October 29, 2022
		Quarter Ended	
		May 4, 2024	April 29, 2023
Capital expenditures	Capital expenditures	\$375	\$325
Deferred property incentives ¹	Deferred property incentives ¹	(25)	(10)

Capital expenditures, net	Capital expenditures, net	\$350	\$315
Capital expenditures as a % of net sales	Capital expenditures as a % of net sales	3.8 %	3.0 %
Capital expenditures as a % of net sales			
Capital expenditures as a % of net sales			
		2.8 %	3.4 %

1 Deferred property incentives are included in our cash provided by operations in our Condensed Consolidated Statements of Cash Flows in Item 1. We operationally view the property incentives we receive from our developers and vendors as an offset to our capital expenditures.

Financing Activities

Net cash used in for financing activities increased \$20 decreased \$258 for the nine months quarter ended October 28, 2023 May 4, 2024, compared with the same period in 2022, 2023, primarily due to the drawdown retirement of our 2.30% senior notes due April 2024 using cash on the Revolver hand (see Note 3: Debt and Credit Facilities in 2022, partially offset by decreased share repurchases. Item 1).

Share Repurchases

We repurchased had no share repurchases in the quarter ended May 4, 2024, compared with repurchases of \$1 for the nine months quarter ended October 28, 2023, compared with \$53 in the nine months ended October 29, 2022 April 29, 2023.

Dividends

We paid dividends of \$92 \$31 and \$90 \$30 for the nine months quarters ended October 28, 2023 May 4, 2024 and October 29, 2022 April 29, 2023, or \$0.57 \$0.19 per share for each year-to-date period.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

(Dollar and share amounts in millions except per share amounts and where otherwise noted)

Free Cash Flow (Non-GAAP financial measure) Financial Measure)

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 calculating a non-GAAP financial measure 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:

Nine Months Ended

		October 28, 2023	October 29, 2022
Quarter Ended		Quarter Ended	
May 4, 2024		May 4, 2024	April 29, 2023
Net cash provided by operating activities	Net cash provided by operating activities	\$107	\$240
Capital expenditures	Capital expenditures	(375)	(325)
Change in cash book overdrafts	Change in cash book overdrafts	37	21
Free Cash Flow	Free Cash Flow	(\$231)	(\$64)

CAPITAL RESOURCES

Borrowing Capacity and Activity

As of October 28, 2023 May 4, 2024, we had total no outstanding borrowings under the Revolver and a \$28 outstanding standby letter of credit resulting in available short-term borrowing capacity of \$800 under the Revolver that expires in May 2027. \$772. As of October 28, 2023 May 4, 2024, we had no borrowings outstanding under our Revolver and no issuances outstanding under our commercial paper program. For more information about our credit facilities, see Note 4.3: Debt and Credit Facilities in Item 1.

Impact of Credit Ratings and Revolver Covenants

Changes in our credit ratings may impact our costs to borrow and whether our personal property secures our Revolver and whether and to what extent we are permitted to pay dividends or conduct share repurchases. Revolver.

For our Revolver, the interest rate applicable to any borrowings we may enter into depends upon the type of borrowing incurred plus an applicable margin, which is determined based on our credit ratings. At the time of this report, our credit ratings and outlook were as follows:

	Credit Ratings	Outlook
Moody's	Ba1 Ba2	Negative Stable
S&P Global Ratings	BB+	Negative
Fitch Ratings	BB+ BB	Stable

Should the ratings assigned to our long-term debt improve, the applicable margin associated with any borrowings under the Revolver may decrease, resulting in a lower borrowing cost under this facility. Conversely, should the ratings assigned to our long-term debt worsen, the applicable margin associated with any borrowings under the Revolver may increase, resulting in a higher borrowing cost under this facility.

As of **October 28, 2023** **May 4, 2024**, we were in compliance with all covenants. We have certain limitations with respect to the payment of dividends and share repurchases under our Revolver agreement. For more information about our Revolver covenants, see Note **4:3**: Debt and Credit Facilities in Item 1.

On March 1, 2023, we amended our Revolver agreement. See Note 2: Canada Wind-down in Item 1.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(Dollar and share amounts in millions except per share amounts and where otherwise noted)

Adjusted Debt to EBITDAR (Non-GAAP **financial measure**) **Financial Measure**)

Adjusted debt to EBITDAR is one of our key financial metrics and we believe that our debt levels are best analyzed using this measure, as it provides a reflection of our creditworthiness which could impact our credit ratings and borrowing costs. This metric is calculated in accordance with the updates in our Revolver covenant and is a key component in assessing whether our revolving credit facility is secured or unsecured, as well as our ability to make dividend payments and share repurchases. **Our goal is to manage debt levels to achieve and maintain investment-grade credit ratings while operating with an efficient capital structure.** For more information regarding our Revolver, see Note **4:3**: Debt and Credit Facilities in Item 1.

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 calculating a non-GAAP financial measure 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 debt to EBITDAR is debt to net earnings. The following shows the components to reconcile the debt to net earnings calculation to Adjusted debt to EBITDAR:

	October 28, 2023	May 4, 2024
Debt	\$2,861	2,614
Operating lease liabilities	1,635	1,624
Adjusted debt	\$4,496	4,238
Four Quarters Ended		
Net earnings	\$119	299
Income tax benefit expense	(2)	86
Interest expense, net	106	104
Earnings before interest and income taxes	223	489
Depreciation and amortization expenses	581	594
Operating Lease Cost	270	282
Amortization of developer reimbursements ¹	69	67
Canada wind-down costs		284
Other Revolver covenant adjustments ²	46	41
Adjusted EBITDAR	\$1,473	
Debt to Net Earnings	24.0	8.7
Adjusted debt to EBITDAR	3.1	2.9

¹ Amortization of developer reimbursements is a non-cash reduction of Operating Lease Cost and is therefore added back to Operating Lease Cost for purposes of our Revolver covenant calculation.

² Other adjusting items to reconcile net earnings to Adjusted EBITDAR as defined by our Revolver covenant include interest income, certain non-cash charges and other gains and losses where relevant. For the four quarters ended **October 28, 2023** **May 4, 2024**, other Revolver covenant adjustments primarily **includes included** interest **income**. **income** and a supply chain asset impairment and related charge, partially offset by Canada wind-down adjustments. See our **2022 2023** Annual Report for detailed information on certain non-operating related adjustments.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(Dollar and share amounts in millions except per share amounts and where otherwise noted)

CRITICAL ACCOUNTING ESTIMATES

The preparation of our financial statements in conformity with GAAP requires that we make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and disclosure of contingent assets and liabilities.

We base our estimates on historical experience and other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from these estimates. We believe that the estimates, assumptions and judgments

involved in the accounting policies referred to in our 2022 2023 Annual Report have the greatest potential effect on our financial statements, so we consider these those to be our critical accounting policies and estimates. Our management has discussed the development and selection of these critical accounting estimates with the Audit & Finance Committee of our Board of Directors. There have been no material changes to our significant accounting policies or critical accounting estimates as described in our 2022 2023 Annual Report, except as noted below, below.

Merchandise Inventories

Merchandise inventories are stated at the lower of cost or net realizable value using the weighted average cost method. Under this method, the weighted average purchase price is calculated and the following should be read in conjunction with Note 2: Canada Wind-down in Item 1.

Canada Wind-down

To assess the estimated fair value of our Nordstrom Canada investment applied to owned inventory units. We record reserves for excess and our related-party receivables, we estimated the assets available for distribution in relation to expected claims. At the time of filing, the estimated amount of Nordstrom Canada's liabilities exceeded the estimated fair value of assets available for distribution to creditors, and in relation to the receivables, we may not recover significant proceeds. As a result, our fair value was recorded as zero in our Condensed Consolidated Balance Sheets as of April 29, 2023. As of October 28, 2023, we adjusted our receivables by an immaterial amount obsolete inventory based on currently available information. specific identification of units with a current retail value below cost, plus an estimate of future markdowns below cost, which considers the age of inventory and historical trends.

As We take physical inventory counts at our stores and Supply Chain Network locations and adjust for differences between recorded and counted amounts. Following each physical inventory cycle and using the most recent physical inventory count and historical results, we record an estimate for shrink as a percentage of October 28, 2023, we recorded weighted average cost until the amount we believe probable of receipt as part of the claims process. This includes receipts related to the rights to the former landlords' distributions, reimbursement of employee trust contributions and other receivables existing at the time of deconsolidation. The receivable and our other estimates are dependent on the outcome of the Nordstrom Canada wind-down process, including the amount of third-party and Nordstrom claims asserted and recognized in the claims process, the amount of assets available for distribution and the negotiation of a CCAA plan of arrangement approved by the creditors and the Ontario Superior Court of Justice. We continue to work through the wind-down process and our estimates of net losses are based on currently available information, our assessment of the validity of certain expected claims and our assessment of the recoverability of amounts receivable from Nordstrom Canada. These estimates may change as new information becomes available and it is reasonably possible that they may materially change from the estimated amounts. Increases in estimated costs to settle claims and decreases in estimated assets available for distribution may result in additional material charges. At the same time, any future decreases in estimated costs to settle claims or increases in estimated assets available for distribution may result in a gain, which would reduce our estimated charges.

See Note 2: Canada Wind-down in Item 1 for additional information. next physical inventory count.

RECENT ACCOUNTING PRONOUNCEMENTS

In December 2022, March 2024, the SEC adopted the final rule under SEC Release No. 33-11138, 33-11275, Insider Trading Arrangements The Enhancement and Related Standardization of Climate-Related Disclosures for Investors, which creates requires new disclosure requirements disclosures regarding our insider trading policies information about a registrant's climate-related risks that have materially impacted, or are reasonably likely to have a material impact on, its business strategy, results of operations or financial condition. In addition, certain disclosures related to severe weather events and procedures and equity compensation awards made close other natural conditions will also be required in time to disclosure a registrant's audited financial statements. In April 2024, the SEC voluntarily stayed the final rules as a result of material nonpublic information. Quarterly disclosure requirements under this final rule became effective for us in the second

quarter of 2023 and annual pending legal challenges. Annual disclosure requirements will be effective for us in the fourth quarter of 2023. The adoption 2025, pending resolution of the stay. We are evaluating the impact of this final rule is not anticipated to have a material impact on our results of operations, liquidity or capital resources.

In May 2023, the SEC adopted the final rule under SEC Release No. 34-97424, *Share Repurchase Disclosure Modernization*, requiring disclosures related to issuers' share repurchases that will provide investors with enhanced information to assess the purposes and effects of the repurchases. Disclosure requirements under this rule will be effective for us in the fourth quarter of 2023. The adoption of this final rule is not anticipated to have a material impact on our results of operations, liquidity or capital resources.

In July 2023, the SEC adopted the final rule under SEC Release No. 33-11216, *Cybersecurity Risk Management, Strategy, Governance, and Incident Disclosure*, requiring disclosure of material cybersecurity incidents on Form 8-K and periodic disclosure of a registrant's cybersecurity risk management, strategy and governance in annual reports. Regulation S-K Item 6 disclosure requirements under this rule will be effective for us in the fourth quarter of 2023. Incident disclosure requirements in Form 8-K will be effective for us on December 18, 2023. The adoption of this final rule is not anticipated to have a material impact on our results of operations, liquidity or capital resources. disclosures.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We discussed our interest rate risk and foreign currency exchange risk in our 2022 2023 Annual Report. There have been no material changes to these risks since that time.

Item 4. Controls and Procedures.

DISCLOSURE CONTROLS AND PROCEDURES

For the purposes of the Exchange Act, our Chief Executive Officer, Erik B. Nordstrom, serves as our principal executive officer and our Chief Financial Officer, Cathy Catherine R. Smith, is our principal financial officer and principal accounting officer.

Under the supervision and with the participation of management, including our principal executive officer and principal financial officer, we have performed an evaluation of the design and effectiveness of our disclosure controls and procedures as of the last day of the period covered by this report.

Based upon that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective. Disclosure controls and procedures are defined by Rules 13a-15(e) and 15d-15(e) under the Exchange Act as controls and other procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified within the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

Effective beginning the first quarter of 2024, we changed our method of accounting for merchandise inventories from the retail inventory method to the weighted average cost method and modified our related internal controls.

There have been no other changes in our internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) of the Exchange Act) during our most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

We are subject from time to time to various claims and lawsuits arising in the ordinary course of business, including lawsuits alleging violations of state and/or federal wage and hour and other employment laws, privacy and other consumer-based claims. Some of these lawsuits may include certified classes of litigants, or purport or may be determined to be class or collective actions and seek substantial damages or injunctive relief, or both, and some may remain unresolved for several years. We believe the recorded accruals in our Condensed Consolidated Financial Statements are adequate in light of the probable and estimable liabilities.

On March 2, 2023, Nordstrom Canada commenced a wind-down of its business operations pursuant to a CCAA proceeding overseen by the Ontario Superior Court of Justice. See Note 2: Canada Wind-down 1: Basis of Presentation in Part I for more information.

As of the date of this report, we do not believe any other currently identified claim, proceeding or litigation, either alone or in the aggregate, will have a material impact on our results of operations, financial position or cash flows. Since these matters are subject to inherent uncertainties, our view of them may change in the future.

Item 1A. Risk Factors.

There have been no material changes to the We discussed our risk factors in Part I, “Item 1A. Risk Factors described Factors” in our 2022 2023 Annual Report on Form 10-K filed with the SEC on March 19, 2024. The following is an update to our risk factors as previously disclosed:

The Board’s consideration of potential avenues to enhance shareholder value, including the disclosure of a possible “going private” transaction being explored by our Chief Executive Officer and our President and Chief Brand Officer, could adversely affect our business, financial condition and results of operations, as well as our stock price.

In April 2024, we announced that our Board of Directors had established a special committee of independent and disinterested directors (the “Special Committee”) in response to interest expressed by Erik B. Nordstrom, our Chief Executive Officer, and Peter E. Nordstrom, our President and Chief Brand Officer, in pursuing a potential transaction in which Nordstrom would become a private company (a “possible going private transaction”) in conjunction with the Board’s exploration of possible avenues to enhance shareholder value. We do not intend to disclose further developments regarding this matter unless and until further disclosure is determined to be necessary or appropriate.

There can be no assurance that we will pursue a possible going private transaction or any other particular transaction or other strategic outcome, or that a possible going private transaction or any other proposed transaction will be approved or

consummated. The Special Committee may suspend or terminate its consideration of a possible going private transaction at any time, and Erik and Peter Nordstrom (or any parties who may be possible financing sources for a possible going private transaction) may suspend or terminate their exploration of a possible going private transaction at any time. A possible going private transaction or other transaction is also dependent upon a number of factors that may be beyond our control including, among other factors, market conditions, industry trends, regulatory developments and litigation.

Speculation regarding any developments and perceived uncertainties related to our future could impact our ability to retain, attract or strengthen our relationships with key personnel, current and potential customers, suppliers and partners, which may cause them to terminate, or not to renew or enter into, arrangements with us, and could lead to fluctuations in our stock price. We may incur significant expenses related to a possible going private transaction or other transaction, and exploration of a possible going private transaction or other transaction has diverted and is likely to continue to divert management's time and attention.

Any of these factors could disrupt or adversely affect our business, financial condition and results of operations, as well as the market price of our common stock. To the extent the exploration of a possible going private transaction or another transaction adversely affects our business, financial condition and results of operations, as well as the market price of our common stock, it may also have the effect of heightening many of the other risks previously described.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

(c) SHARE REPURCHASES

(Dollar and share amounts in millions, except per share amounts)

We repurchased no shares of common stock during the third first quarter of 2023 2024 and we had \$438 remaining in share repurchase capacity as of October 28, 2023 May 4, 2024. See Note 7: 6: Shareholders' Equity in Item 1 for more information about our May 2022 share repurchase program.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

None.

Item 6. Exhibits.

(a) The information required under this item is incorporated herein by reference or filed or furnished as part of this report at:

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Nordstrom, Inc. and Subsidiaries Exhibit Index	32 29

All other exhibits are omitted because they are not applicable, not required or because the information required has been given as part of this report.

NORDSTROM, INC. Nordstrom, Inc. and Subsidiaries
Exhibit Index

Incorporated by Reference									Incorporated by Reference
Incorporated by Reference									Incorporated by Reference
Exhibit	Exhibit	Form	Exhibit	Filing Date	Exhibit	Form	Exhibit	Filing Date	
3.1	Bylaws, as amended and restated on September 20, 2023	8-K	3.1	9/21/2023					
18.1									
18.1									
18.1									
10.1	† 2023 Form of Independent Director Indemnification Agreement								
99.1									
99.1									
99.1						Nondisclosure Confidentiality Agreement, dated as of April 17, 2024	8-K	99.2	April 18, 2024

31.1	31.1	† Certification of Chief Executive Officer required by Section 302(a) of the Sarbanes-Oxley Act of 2002
31.1		
31.1		
31.2		
31.2		
31.2	31.2	† Certification of Chief Financial Officer required by Section 302(a) of the Sarbanes-Oxley Act of 2002
32.1	32.1	‡ Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.1		
32.1		

101.INS	101.INS †	Inline XBRL Instance Document
101.INS		
101.INS		
101.SCH		
101.SCH		
101.SCH	101.SCH †	Inline XBRL Taxonomy Extension Schema Document
101.CAL	101.CAL †	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.CAL		
101.CAL		
101.LAB		
101.LAB		
101.LAB	101.LAB †	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	101.PRE †	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.PRE		
101.PRE		

101.DEF	101.DEF †	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.DEF		
101.DEF		
104		
104		
104	104 †	Cover Page Interactive Data File (Inline XBRL)

† Filed herewith electronically

† Filed herewith electronically

† Filed herewith electronically

‡ Furnished herewith electronically

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 thereunto duly authorized.

NORDSTROM, INC.

(Registrant)

/s/ Cathy Catherine R. Smith

Cathy Catherine R. Smith

Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

Date: December 1, 2023 June 7, 2024

Exhibit 10.1

NORDSTROM, INC. June 7, 2024

INDEMNIFICATION AGREEMENT

THIS **INDEMNIFICATION AGREEMENT** (the "Agreement") is entered into effective as of _____, between **Nordstrom, Inc.**, a Washington corporation (the "Company"), and _____, a director of
1617 Sixth Avenue
Seattle, WA 98101

Dear Sirs/Madams:

At your request, we have read the Company ("Indemnitee").

RECITALS

A. Indemnitee is a director of the Company and description included in such capacity is performing valuable services for the Company.

B. The Company's directors have certain existing indemnification arrangements pursuant your Quarterly Report on Form 10-Q to the Bylaws of the Company ("Bylaws") and may be entitled to indemnification pursuant to the Washington Business Corporation Act (the "Statute"). Nevertheless, the Board of Directors of the Company (the "Board") recognizes the limitations on the protection provided by such indemnification and the uncertainties as to its availability in any particular situation.

C. The Bylaws specifically provide that the indemnification arrangements provided thereunder are not exclusive, and that contracts may be entered into between the Company and the members of its Board with respect to indemnification of such directors.

D. The Company has determined that it is reasonable and prudent for the Company to minimize any uncertainty regarding the availability of indemnification protections and that in order to facilitate the Company's ability to attract and retain qualified individuals to serve as directors, the Company should act to assure such persons that there will be increased certainty of such protection in the future so that the Company's directors are able to continue to serve free from undue concern that they will not be adequately protected.

E. This Agreement is a supplement to and in furtherance of the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

F. In order to induce Indemnitee to serve or to continue to serve as a director of the Company, the Company has agreed to enter into this Agreement with Indemnitee.

NOW, THEREFORE, in consideration of the recitals above, the mutual covenants and agreements set forth in this Agreement, and Indemnitee's service as a director after the date hereof, the Company and Indemnitee agree as follows:

1. Indemnification

a. Scope. The Company agrees to hold harmless and indemnify (and shall also advance expenses as incurred to the full extent permitted by law and as set forth herein) Indemnitee to the fullest extent permitted by law, including, without limitation to Title 12 Part 359 of the Code of Federal Regulations, against any Damages (as defined in Section 1(c)) incurred by Indemnitee with respect to any Proceeding (as defined in Section 1(d)) to which Indemnitee is or is threatened to be made a party or witness, notwithstanding that such indemnification is not specifically authorized by this Agreement, the Company's Articles of Incorporation ("Articles") or Bylaws, the Statute or otherwise. Such right to indemnification shall be without regard to the limitations in RCW 23B.08.510 through 23B.08.550; **provided, however**, that Indemnitee shall have no right to indemnification on account of (i) acts or omissions of Indemnitee finally adjudged to be intentional misconduct or a knowing violation of law; (ii) conduct of Indemnitee finally adjudged to be in violation of RCW 23B.08.310; or (iii) any transaction with respect to which it is finally adjudged that Indemnitee personally received a benefit in money, property or services to which Indemnitee was not legally entitled. To the extent not prohibited by applicable law, the indemnification shall apply without regard to negligent acts or omissions by Indemnitee. In the event of any change, after the date of this Agreement, in any applicable law, statute or rule regarding the right of a Washington corporation to indemnify a member of its board of directors, such changes, to the extent that they would expand Indemnitee's rights hereunder, shall be within the scope of Indemnitee's rights and the Company's obligations hereunder, and to the extent that they would narrow Indemnitee's rights hereunder, shall be excluded from this Agreement; **provided, however**, that any change that is required by applicable laws, statutes or rules to be applied to this Agreement shall be so applied regardless of whether the effect of such change is to narrow Indemnitee's rights hereunder.

To the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in the defense of any Proceeding or any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is successful, on the merits or otherwise, as to one or more but fewer than all claims, issues or matters in any Proceeding, the Company shall indemnify Indemnitee against all expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter and any claim, issue or matter related to each such successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section 1 and without limitation, the termination of any Proceeding or any claim, issue or matter in a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such Proceeding, claim, issue or matter. To the extent that Indemnitee is,

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by reason of Indemnitee's corporate status, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

b. **Nonexclusivity.** The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnitee may be entitled under the Company's Articles or Bylaws, any vote of shareholders or disinterested directors, the Statute or otherwise, whether as to actions or omissions by Indemnitee in Indemnitee's official capacity or otherwise.

c. **Included Coverage.** If Indemnitee is made a party (or is threatened to be made a party) to, or is otherwise involved (including, but not limited to, as a witness) in any Proceeding, the Company shall hold harmless and indemnify Indemnitee from and against any and all losses, claims, damages, costs, expenses and liabilities actually and reasonably incurred in connection with investigating, defending, being a witness in, participating in or otherwise being involved in (including on appeal), or preparing to defend, be a witness in, participate in or otherwise be involved in (including on appeal), such Proceeding, including but not limited to attorneys' fees, judgments, fines, ERISA excise taxes or penalties, amounts paid in settlement, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments pursuant to this Agreement, and other expenses (collectively, "Damages"), including all interest, assessments or charges paid or payable in connection with or in respect of such Damages; **provided, however,** nothing in this Agreement shall require the Company to make any indemnification payment prohibited by law.

d. **Definition of Proceeding.** For purposes of this Agreement, "Proceeding" shall mean any actual, pending, threatened or completed action, suit, claim, investigation, hearing or proceeding (whether civil, criminal, administrative or investigative and whether formal or informal) in which Indemnitee is, has been or becomes involved based in whole or in part on or arising out of the fact that Indemnitee is or has been a director, officer, member of a committee of the Board, employee or agent of the Company or that, being or having been such a director, officer, member of a committee of the Board, employee or agent, Indemnitee is or was serving at the request of the Company as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust or other enterprise (collectively, a "Related Company"), including but not limited to service with respect to any employee benefit plan, whether the basis of such action, suit, claim, investigation, hearing or proceeding is alleged action or omission by Indemnitee in an official capacity as a director, officer, employee, trustee or agent or in any other capacity while serving as a director, officer, employee, trustee or agent; **provided, however,** that, except with respect to an action to enforce this Agreement, "Proceeding" shall not include any action, suit, claim, investigation, hearing or proceeding instituted by or at the direction of Indemnitee unless such action, suit, claim, investigation, hearing or proceeding is or was authorized by the Board.

e. **Notification.** Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof (which notice shall be in the form of Exhibit A hereto); **provided, however,** that failure to so notify the Company will relieve the Company from any liability that it may otherwise have to Indemnitee under this Agreement only if and to the extent that such failure can be shown to have prejudiced the Company's ability to defend the Proceeding.

f. **Determination of Entitlement.**

i. Upon the final disposition of the matter that is the subject of the request for indemnification, a determination shall be made with respect to Indemnitee's entitlement thereto in the specific case. If a Change in Control shall not have occurred, the determination shall be made by: (A) a majority vote of a quorum consisting of directors not at the time parties to the proceeding; (B) a majority vote of a committee (duly designated by the Board) consisting solely of two or more directors not at the time parties to the proceeding (even though less than a quorum of the Board); (C) by Special Legal Counsel; or (D) if so directed by the Board, by the shareholders of the Company. If a Change in Control shall have occurred,

the determination shall be made by Special Legal Counsel. Any determination made by Special Legal Counsel pursuant to this Section 1(f)(i) shall be in the form of a written opinion to the Board, a copy of which shall be delivered to Indemnitee. Indemnitee shall reasonably cooperate with the person or persons making the determination, including providing to the person or persons upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to the determination. Any costs or expenses (including fees and expenses of counsel) incurred by Indemnitee in so cooperating with the person or persons making the determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification), and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

ii. In making any determination as to Indemnitee's entitlement to indemnification hereunder, Indemnitee shall, to the fullest extent not prohibited by law, be entitled to a presumption that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 1(e), and the Company shall, to the fullest extent not prohibited by law, have the burdens of coming forward with evidence and of persuasion to overcome that presumption.

iii. The termination of any Proceeding or of any claim, issue or matter therein by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption: (A) that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; (B)

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that with respect to any criminal Proceeding, Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful; or (C) that Indemnitee did not otherwise satisfy the applicable standard of conduct to be indemnified pursuant to this Agreement.

iv. For purposes of any determination of good faith, to the fullest extent permitted by law, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Company, as applicable, including financial statements, or on information supplied to Indemnitee by the officers of such entity in the course of their duties, or on the advice of legal counsel for such entity or on information or records given or reports made to such entity by an independent certified public accountant, appraiser or other expert selected with reasonable care by such entity. The provisions of this Section 1(f)(iv) shall not be deemed to be exclusive or to limit in any way other circumstances in which Indemnitee may be deemed or found to have met the applicable standard of conduct to be indemnified pursuant to this Agreement.

v. The knowledge or actions or failure to act of any other director, officer, employee or agent of the Company shall not be imputed to Indemnitee for purposes of determining Indemnitee's right to indemnification under this Agreement.

vi. If a determination as to Indemnitee's entitlement to indemnification shall not have been made pursuant to this Agreement within 60 days after the final disposition of the matter that is the subject of the request for

indemnification, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made in favor of Indemnitee, and Indemnitee shall be entitled to such indemnification, absent (A) a misstatement of a material fact in the information provided by Indemnitee pursuant to Section 1(e) or an omission of a material fact necessary in order to make the information provided not misleading, or (B) a prohibition of such indemnification under applicable law; provided that such 60-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person or persons making the determination in good faith requires such additional time to obtain or evaluate any documentation or information relating thereto.

vii. For the purposes of this Agreement, a “Change in Control” of the Company shall be deemed to have occurred if: (A) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company, a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of securities of the Company representing more than 15% of the total voting power represented by the Company's then outstanding Voting Securities; (B) individuals who, as of the date of this Indemnification Agreement, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the date hereof whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board; (C) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets; (D) a transaction or a series of transactions causes the class of equity securities of the Company which, as of the date of this Agreement, is subject to Section 12(g) or Section 15(d) of the Securities Exchange Act of 1934, as amended, to be held of record by less than 300 persons; or (E) a transaction or a series of transactions causes the class of equity securities of the Company which, as of the date of this Indemnification Agreement, is either listed on a national securities exchange or authorized to be quoted in an inter-dealer quotation system of a registered national securities association to be neither listed on any national securities exchange nor authorized to be quoted in an inter-dealer quotation system of a registered national securities association.

viii. For purposes of this Agreement, “Voting Securities” shall mean any securities of the Company that vote generally in the election of directors.

ix. For the purposes of this Agreement, “Special Legal Counsel” shall mean an attorney or firm of attorneys, selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld), who shall not have otherwise performed services for the Company or Indemnitee within the last three years (other than with respect to matters concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements).

g. **Survival.** The indemnification provided under this Agreement shall apply to any and all Proceedings, notwithstanding that Indemnitee has ceased to be a director, officer, employee, trustee or agent of the

Company or a Related Company.

2. Expense Advances

a. **Generally.** To the extent not prohibited by law, the right to indemnification conferred by Section 1 shall include the right to have the Company pay Indemnatee's attorneys' fees and other expenses in any Proceeding as such expenses are incurred and in advance of final disposition of the Proceeding (such right is referred to hereinafter as an "Expense Advance").

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b. **Conditions to Expense Advance.** The Company's obligation to provide an Expense Advance is subject to the following conditions:

i. **Undertaking.** If the Proceeding arose in connection with Indemnatee's service as a director of the Company or member of a committee of the Board (and not in any other capacity in which Indemnatee rendered service, including but not limited to service to any Related Company), then Indemnatee or Indemnatee's representative shall have executed and delivered to the Company an undertaking (in the form of Exhibit B hereto), which need not be secured (unless specifically required by applicable law) and shall be accepted without reference to Indemnatee's financial ability to make repayment and without reference to Indemnatee's ultimate entitlement to indemnification under this Agreement or otherwise, by or on behalf of Indemnatee, to repay all Expense Advances if and to the extent that it shall ultimately be determined, by a final decision not subject to appeal rendered by a court having proper jurisdiction, that Indemnatee is not entitled to be indemnified with respect to the Proceeding for which the Indemnatee sought the Expense Advance under this Agreement or otherwise. Indemnatee's obligation to reimburse the Company for any Expense Advance shall be unsecured and no interest shall be charged thereon.

ii. **Cooperation.** Indemnatee shall give the Company such information and cooperation as the Company may reasonably request.

iii. **Affirmation.** If required under applicable law, Indemnatee shall furnish a written affirmation of Indemnatee's good faith belief that Indemnatee has met all applicable standards of conduct.

3. Procedures for Enforcement

a. **Enforcement.** If a claim for indemnification made by Indemnatee hereunder is not paid in full within sixty (60) days, or a claim for an Expense Advance made by Indemnatee hereunder is not paid in full within twenty (20) days, after written notice of such claim is delivered to the Company, Indemnatee may, but need not, at any time thereafter bring suit against the Company to recover the unpaid amount of the claim (an "Enforcement Action"). In the alternative, Indemnatee may pursue Indemnatee's claim specified in this Section 3 through arbitration subject to the rules, terms, and conditions of the American Arbitration Association (AAA).

b. **Presumptions in Enforcement Action.** In any Enforcement Action the following presumptions (and limitations on presumptions) shall apply:

i. The Company shall conclusively be presumed to have entered into this Agreement and assumed the obligations imposed hereunder in order to induce Indemnitee to serve or to continue to serve as a director of the Company;

ii. Neither: (A) the failure of the Company (including but not limited to the Board, independent or Special Legal Counsel or the Company's shareholders) to make a determination prior to the commencement of the Enforcement Action that indemnification of Indemnitee is proper in the circumstances; nor (B) an actual determination by the Company, the Board, independent or Special Legal Counsel or the Company's shareholders that Indemnitee is not entitled to indemnification shall be a defense to the Enforcement Action or create a presumption that Indemnitee is not entitled to indemnification hereunder; and

iii. If Indemnitee is or was serving as a director, officer, employee, trustee or agent of a corporation of which a majority of the shares entitled to vote in the election of its directors is held by the Company or in an executive or management capacity in a partnership, joint venture, trust or other enterprise of which the Company or a wholly-owned subsidiary of the Company is a general partner or has a majority ownership, then such corporation, partnership, joint venture, trust or enterprise shall conclusively be deemed a Related Company and Indemnitee shall conclusively be deemed to be serving such Related Company at the request of the Company.

c. **Attorneys' Fees and Expenses for Enforcement Action.** If Indemnitee is required to bring an Enforcement Action, the Company shall hold harmless and indemnify Indemnitee against all of Indemnitee's attorneys' fees and expenses in bringing and pursuing the Enforcement Action (including but not limited to attorneys' fees at any stage, and on appeal); **provided, however**, that the Company shall not be required to provide indemnification for such fees and expenses if a court of competent jurisdiction determines that any of the material assertions made by Indemnitee in such Enforcement Action were not made in good faith or were frivolous.

4. **Defense of Claim.** With respect to any Proceeding as to which Indemnitee has provided notice to the Company pursuant to Section 1(e):

a. The Company may participate therein at its own expense.

b. The Company, jointly with any other indemnifying party similarly notified, may assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election to so assume the defense thereof, the Company shall not be liable to Indemnitee under this Agreement for any legal fees or other expenses (other than reasonable costs of investigation) subsequently incurred by Indemnitee in connection with the defense thereof unless: (i) the employment of counsel by

Indemnatee or the incurring of such expenses has been authorized by the Company; (ii) Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnatee in the conduct of the defense of such Proceeding; or (iii) the Company shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases the legal fees and other expenses of Indemnatee shall be borne by the Company. The Company shall not be entitled to assume the defense of a Proceeding brought by or on behalf of the Company or as to which Indemnatee shall have reached the conclusion described in clause (ii) above.

c. The Company shall not be liable for any amounts paid in settlement of any Proceeding effected without its written consent.

d. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on Indemnatee without Indemnatee's written consent.

e. Neither the Company nor Indemnatee will unreasonably withhold its or Indemnatee's consent to any proposed settlement of any Proceeding.

5. Maintenance of D&O Insurance

a. Subject to Section 5(c) below, during the period (the "Coverage Period") beginning as soon as practicable following the date of this Agreement and ending not less than six (6) years following the time Indemnatee is no longer serving as either a director or officer of the Company or any Related Company, or, if later, such time as Indemnatee shall no longer be reasonably subject to any possible Proceeding, the Company shall maintain a directors' and officers' liability insurance policy ("D&O Insurance") in full force and effect, providing in all respects coverage at least comparable to and in similar amounts as that obtained by other comparable companies.

b. Under all policies of D&O Insurance, Indemnatee shall during the Coverage Period be named as an insured in such a manner as to provide Indemnatee the same rights and benefits, subject to the same limitations, as are accorded to the Company's directors or officers most favorably insured by the policy.

c. The Company shall have no obligation to obtain or maintain D&O Insurance if the Board determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided, or the coverage provided by such insurance is so limited by exclusions as to provide an insufficient benefit.

d. It is the intention of the parties in entering into this Agreement that the insurers under the D&O Insurance, if any, shall be obligated ultimately to pay any claims by Indemnatee which are covered by D&O Insurance, and nothing herein shall be deemed to diminish or otherwise restrict the Company's or Indemnatee's right to proceed or collect against any insurers under D&O Insurance or to give such insurers any rights against the Company or Indemnatee under or with respect to this Agreement, including but not limited to any right to be subrogated to the Company's or Indemnatee's rights hereunder, unless otherwise expressly agreed to by the Company and Indemnatee in writing. The obligation of such insurers to the Company and Indemnatee shall not be deemed reduced or impaired in any respect by virtue of the provisions of this Agreement.

6. Limitations on Indemnification; Mutual Acknowledgment

a. **Limitation on Indemnity.** No indemnification pursuant to this Agreement shall be provided by the Company:

i. On account of any suit in which a final, unappealable judgment is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company in violation of the provisions of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto; or

ii. For Damages or Expense Advances that have been paid directly to Indemnitee by an insurance carrier under a policy of D&O Insurance or other insurance maintained by the Company; or

iii. In connection with any action, suit or other proceeding (except for an Enforcement Action brought by the Indemnitee pursuant to Section 3) initiated by Indemnitee (including any such action, suit or other proceeding (or part thereof) initiated by Indemnitee against the Company or its directors, officers, employees, agents or other indemnitees), unless: (A) the Board authorized the action, suit or other proceeding (or part thereof) prior to its initiation; or (B) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

b. **Mutual Acknowledgment.** The Company and Indemnitee acknowledge that, in certain instances, federal law or public policy may override applicable state law and prohibit the Company from indemnifying Indemnitee under this Agreement or otherwise. For example, the Company and Indemnitee acknowledge that the Securities and Exchange Commission (the "SEC") has taken for the position that indemnification is not permissible for liabilities arising under certain federal securities laws, quarter ended May 4, 2024, of the facts relating to voluntary accounting change from the retail method of inventory accounting to the weighted-average cost method. We believe, on the basis of the facts so set forth and federal legislation prohibits indemnification for certain ERISA violations. Furthermore, Indemnitee understands and acknowledges other information furnished to us by appropriate officials of Nordstrom, Inc., that the Company has undertaken accounting change described in your Form 10-Q is to an alternative accounting principle that is preferable under the circumstances.

We have not audited any consolidated financial statements of Nordstrom, Inc. and its subsidiaries as of any date or

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may be required for any period subsequent to February 3, 2024. Therefore, we are unable to express, and we do not express, an opinion on the facts set forth in the future above-mentioned Form 10-Q, on the related information furnished to undertake with the SEC to submit for judicial determination the issue us by officials of the Company's power to indemnify Indemnitee in certain circumstances.

7. **Subrogation.** In Nordstrom, Inc., or on the event financial position, results of operations, or cash flows of Nordstrom, Inc. and its subsidiaries as of any payment under this Agreement, the Company shall be subrogated date or for any period subsequent to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all such actions necessary to secure such rights, including but not limited to execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

8. **Other Agreements.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied,

between the parties hereto with respect to the subject matter hereof.

9. **Severability.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to take or fail to take any action in violation of applicable law. The Company's inability to perform its obligations under this Agreement pursuant to court order shall not constitute a breach of this Agreement. The provisions of this Agreement shall be severable, as provided in this Section 9. If a court of competent jurisdiction should decline to enforce any of the provisions of this Agreement, the Company and Indemnitee agree that such provisions shall be deemed to be reformed to provide Indemnitee indemnification by the Company to the maximum extent permitted by the other portions of this Agreement that are not unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in force.

10. **Governing Law; Binding Effect; Amendment and Termination**
- a. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington.
- b. This Agreement shall be binding upon Indemnitee and upon the Company, its successors and assigns, and shall inure to the benefit of Indemnitee, Indemnitee's heirs, personal representatives and assigns and to the benefit of the Company, its successors and assigns.
- c. No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by both parties hereto.
- d. Nothing in this Agreement shall confer upon Indemnitee the right to continue to serve the Company in any capacity. If Indemnitee is an employee of the Company, then, unless otherwise expressly provided in a written employment agreement between the Company and Indemnitee, the employment of Indemnitee with the Company shall be terminable at will by either party.
- e. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the day and year first set forth above. February 3, 2024.

"Company"	NORDSTROM, INC.
	By /s/ Ann Munson Steines
	Ann Munson Steines
	Chief Legal Officer,
	General Counsel and Secretary
"Indemnitee"	[type name of Director]

truly, Yours

EXHIBIT A**NOTICE OF CLAIM**

1. Notice is hereby given by the undersigned, _____, pursuant to Section 1(e) of the Indemnification Agreement ("Agreement") dated as of _____, between Nordstrom, Inc., a Washington corporation (the "Company"), and the undersigned, of the commencement of a Proceeding, as defined in the Agreement.

2. The undersigned hereby requests indemnification with respect to the Proceeding by the Company under the terms of the Agreement.

3. **[Add brief description of the Proceeding]**

Dated: _____, _____.

EXHIBIT B**STATEMENT OF UNDERTAKING**

STATE OF _____)

) ss.

COUNTY OF _____)

I, _____, being first duly sworn, do depose and say as follows:

1. This Statement is submitted pursuant to the Indemnification Agreement (the "Agreement") dated as of _____ between Nordstrom, Inc., a Washington corporation (the "Company"), and me.

2. I am requesting an Expense Advance, as defined in the Agreement.

3. I hereby undertake to repay the Expense Advance if and to the extent it is ultimately determined by a final, unappealable decision rendered by a court having proper jurisdiction that I am not entitled to be indemnified by the Company.

4. The expenses for which advancement is requested are as follows:

[Add brief description of expenses]

DATED: _____, _____.

SUBSCRIBED AND SWORN TO before me this _____ day of _____,

(Seal or stamp)

Notary Signature

Print/Type Name

Notary Public in and for the State of _____, residing at _____

My appointment expires _____

DELOITTE & TOUCHE LLP

Exhibit 31.1

Certification required by Section 302(a) of the Sarbanes-Oxley Act of 2002

I, Erik B. Nordstrom, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Nordstrom, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 1, 2023 June 7, 2024

/s/ Erik B. Nordstrom

Erik B. Nordstrom

Chief Executive Officer of Nordstrom, Inc.

Certification required by Section 302(a) of the Sarbanes-Oxley Act of 2002

I, **Cathy Catherine** R. Smith, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Nordstrom, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 1, 2023 June 7, 2024

/s/ Cathy Catherine R. Smith

Cathy Catherine R. Smith

Chief Financial Officer of Nordstrom, Inc.

Exhibit 32.1

NORDSTROM, INC.
1617 SIXTH AVENUE
SEATTLE, WASHINGTON 98101
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Nordstrom, Inc. (the "Company") on Form 10-Q for the period ended October 28, 2023 May 4, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Erik B. Nordstrom, Chief Executive Officer (Principal Executive Officer), and Cathy Catherine R. Smith, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer), of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 1, 2023 June 7, 2024

/s/ Erik B. Nordstrom

Erik B. Nordstrom

Chief Executive Officer of Nordstrom, Inc.

/s/ Cathy Catherine R. Smith

Cathy Catherine R. Smith

Chief Financial Officer of Nordstrom, Inc.

A signed original of this written statement required by Section 906 has been provided to Nordstrom, Inc. and will be retained by Nordstrom, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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