# SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

FORM 8-K

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

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED) February 1, 2005

NORDSTROM, INC. (EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

WASHINGTON 001-15059 91-0515058

(STATE OR OTHER JURISDICTION (COMMISSION OF INCORPORATION) NUMBE

(COMMISSION FILE (I.R.S. EMPLOYER NUMBER) IDENTIFICATION NO.)

1617 SIXTH AVENUE, SEATTLE, WASHINGTON 98101 (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE (206) 628-2111

INAPPLICABLE (FORMER NAME OR FORMER ADDRESS IF CHANGED SINCE LAST REPORT)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

—	Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
	Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
	Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
	Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## ITEM 1.01 Entry into a Material Definitive Agreement

On February 1, 2005 Nordstrom, Inc. (the "Company") issued 5,000 shares of restricted stock to Paul Favaro. Mr. Favaro joined the Company as Executive Vice President of Strategy and Development on February 1, 2005. The terms of Mr. Favaro's employment were disclosed in an 8-K filing dated January 12, 2005.

The restricted shares issued to Mr. Favaro will vest and become issuable in five equal annual installments commencing on the first anniversary of the date of award. The shares are awarded under and governed by the terms and conditions of the 2004 Equity Incentive Plan and the Restricted Stock Agreement. The Notice of Restricted Stock Award and Restricted Stock Agreement are attached hereto as Exhibit 99.1

99.1 Notice of Restricted Stock Award issued to Paul Favaro and Restricted Stock Agreement

## SIGNATURE

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

NORDSTROM, INC.

By: /s/ David L. Mackie

David L. Mackie

Vice President, Real Estate and Corporate Secretary

Dated: February 7, 2005

## EXHIBIT INDEX

EXHIBIT

NUMBER DESCRIPTION

99.1 Notice of Restricted Stock Award issued to Paul Favaro and Restricted Stock Agreement

### NORDSTROM, INC. 2004 EQUITY INCENTIVE PLAN

#### NOTICE OF RESTRICTED STOCK AWARD

You have been awarded restricted shares of Common Stock of Nordstrom, Inc. (the "Company") on the following terms:

Name of Recipient: Paul F. Favaro

Total Number of Shares Awarded: 5,000

Fair Market Value per Share: \$48.88

Total Fair Market Value of Award: \$244,400

Date of Award: February 1, 2005

Restriction: The shares will vest and become

issuable in five equal annual installments commencing on the first anniversary of the date of

award.

By your signature and the signature of the Company's representative below, you and the Company agree that these shares are awarded under and governed by the terms and conditions of the 2004 Equity Incentive Plan (the "Plan") and the Restricted Stock Agreement, both of which are attached to and made a part of this document.

RECIPIENT: NORDSTROM, INC.

/s/ Paul F. Favaro By: /s/ David L. Mackie

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Paul F. Favaro Vice President and Corporate Secretary

> NORDSTROM, INC. 2004 EQUITY INCENTIVE PLAN

> RESTRICTED STOCK AGREEMENT

Payment for Shares No payment is required for the shares you receive.

Restriction The shares will vest and become issuable in five equal

annual installments commencing on the first

anniversary of the date of award.

Taxation You are responsible for the payment of all federal,

state and other applicable taxes upon the annual vesting and issuance of shares, pursuant to Article 14

of the 2004 Equity Incentive Plan.

Applicable Law This Agreement will be interpreted and enforced under

the laws of the State of Washington (without regard

to their choice-of-law provisions).

The Plan and Other Agreements

The text of the 2004 Equity Incentive Plan is incorporated in this Agreement by reference.

This Agreement, the attached Notice and the Plan constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement, signed by both parties

BY SIGNING THE ATTACHED NOTICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.