

IN THE SUPREME COURT OF THE STATE OF NEVADA

KAZUO OKADA,

Petitioner-Defendant,

vs.

EIGHTH JUDICIAL DISTRICT
COURT of the State of Nevada, in and
for Clark County; THE HONORABLE
ELIZABETH GONZALEZ, DISTRICT
JUDGE, DEPT. 11,

Respondents,

and

WYNN RESORTS, LIMITED, a
Nevada corporation, ELAINE WYNN,
an individual, and STEPHEN WYNN,
an individual,

Real Parties in Interest.

CASE NO. 68310

District Court Case No. 12-656710-B

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**APPENDIX TO KAZUO OKADA'S
REPLY IN SUPPORT OF
PETITION FOR WRIT OF
PROHIBITION OR MANDAMUS**

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**APPENDIX TO REPLY IN SUPPORT OF KAZUO OKADA'S PETITION
FOR WRIT OF PROHIBITION OR MANDAMUS
CHRONOLOGICAL INDEX**

Date	Description	Page Nos.
04/16/1993	Declaration of Jennie Rodriguez	RAPP0511 – RAPP0514
07/24/2015	Stipulation and Order Regarding the Protocol for Translation and Interpretation	RAPP0515 – RAPP0530
07/29/2015	Wynn Resorts, Limited 8-K	RAPP0531 – RAPP0544
08/03/2015	Okada v. Wynn Resorts A654522 Docket	RAPP0545 – RAPP0551

**APPENDIX TO KAZUO OKADA'S REPLY IN SUPPORT OF PETITION
FOR WRIT OF PROHIBITION OR MANDAMUS
ALPHABETICAL INDEX**

Date	Description	Page Nos.
04/16/1993	Declaration of Jennie Rodriguez	RAPP0511 – RAPP0514
08/03/2015	Okada v. Wynn Resorts A654522 Docket	RAPP0545 – RAPP0551
07/24/2015	Stipulation and Order Regarding the Protocol for Translation and Interpretation	RAPP0515 – RAPP0530
07/29/2015	Wynn Resorts, Limited Press 8K	RAPP0531 – RAPP0544

CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I hereby certify that I am an employee of Holland & Hart; that, in accordance therewith and on the 3rd day of August 2015, I caused a copy of the **APPENDIX TO KAZUO OKADA'S REPLY IN SUPPORT OF PETITION FOR WRIT OF PROHIBITION OR MANDAMUS** to be delivered, in a sealed envelope, on the date and to the addressee(s) shown below (as indicated below):

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An Employee of Holland & Hart LLP

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JOHN W. BRAXTON, :
 :
Plaintiff, :
 :
v. :
 :
UNITED PARCEL SERVICE, INC. :
 :
and :
 :
INTERNATIONAL BROTHERHOOD OF :
TEAMSTERS, CHAUFFEURS, :
WAREHOUSEMEN & HELPERS OF :
AMERICA :
 :
and :
 :
INTERNATIONAL BROTHERHOOD OF :
TEAMSTERS, CHAUFFEURS, :
WAREHOUSEMEN & HELPERS :
OF AMERICA, EASTERN :
CONFERENCE OF TEAMSTERS :
 :
and :
 :
TEAMSTERS UNION LOCAL 623, :
 :
Defendant. :

CIVIL ACTION

NO. 91-CV-3950

DECLARATION OF JENNIE RODRIGUEZ

I, Jennie Rodriguez, being duly sworn and competent to
testify, hereby depose and state from personal knowledge:

1. I am presently a law clerk at the law firm of
Schnader, Harrison, Segal & Lewis, Suite 3600, 1600 Market
Street, Philadelphia, Pennsylvania 19103. I have held this
position for two (2) years, and will receive my J.D. on May 22,
1993.

2. In my position as law clerk, my duties include coordinating, summarizing, indexing and filing labor arbitration decisions and opinions involving United Parcel Service, Inc. ("UPS") as this law firm is national labor counsel for UPS. I also prepare documents and exhibits for trial and arbitration hearings, and assist counsel accordingly during various stages of litigation. All files concerning UPS for which I am responsible are maintained under my control.

3. I have been involved in this case since very early on in the discovery phase. In preparation for the trial involving John W. Braxton and UPS, et al., I assisted counsel during many of Braxton's depositions. I also was responsible for preparing all of the UPS pre-trial exhibits in this case. In addition, I prepared parts of the UPS pre-trial statement and did most of the preparation and computation for the Bill of Costs.

4. As the trial date approached, I maintained no less than eight (8) file drawers completely filled with documents from this case, most of which we intended to use at trial.

5. Mr. Braxton's personnel file alone was at least six (6) inches thick. The bulk of Braxton's personnel file consisted of approximately one-hundred (100) UPS disciplinary notices and warnings.

6. Because Mr. Braxton alleged that all of the notices, warnings and instructional documents he received were discriminatory and evidenced harassment by UPS, it was necessary

for UPS counsel to question him about practically every document contained in his personnel file during his deposition.

7. Throughout his deposition, Mr. Braxton often provided very lengthy answers and explanations to the UPS questions. Moreover, on several occasions, Mr. Braxton was not prepared to answer questions on topics including his desk calendars for 1988 and 1990 and certain Union and UPS literature that allegedly supported his discrimination claim. Thus, UPS counsel often had to wait for Mr. Braxton to review his documents before he could answer questions. On several occasions, Mr. Braxton's deposition had to be rescheduled so that he could review relevant documents.

8. A review of the records from the court reporter agency (Del Casale & Casey) that we used for the Braxton depositions indicates that, although UPS counsel deposed Braxton on ten (10) separate occasions, the average length of each deposition was approximately four (4) hours. The Braxton depositions generally began at 10:00 a.m. and concluded by 3:00 p.m., with one (1) hour break for lunch. In order to accommodate Mr. Braxton's teaching schedule, the depositions sometimes concluded as early as 1:20 or 2:00 p.m.

9. UPS' duplicating costs in this case were attributable in large part to the preparation of exhibits for trial. In fact, my fifth draft of the UPS exhibit list was seventy-eight (78) pages long and listed 965 exhibits.

10. The documents ranged in length from one (1) page to sixteen (16) pages and Braxton's desk calendars were 52 and 54 pages long, respectively. This draft of trial exhibits was not yet complete. Numerous other documents which had not been placed on the exhibit list had been copied. Pursuant to Judge Dalzell's Court Procedures (Section 15, page 9), I obtained the necessary two copies of all the trial exhibits for the Court, as well as copies for UPS counsel, Local 623 counsel, counsel for the plaintiff and a witness copy.

11. The parties in the lawsuit produced approximately 2500 documents pursuant to the various discovery requests.

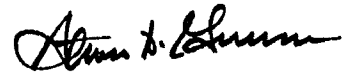
12. For use during the depositions, I obtained six (6) sets of Mr. Braxton's personnel file. Each copy entered as an exhibit was distributed as follows: (1) to the court reporter in order to append the deposition summary; (1) to Judith Brown Chomsky, Esquire, plaintiff's counsel; (1) to Mr. Braxton; (1) to UPS counsel; (1) to Local 623 counsel; and (1) for me to record notes and retain in my files.

13. The trial exhibits, discovery documents and pleadings represent the majority of the duplicating costs incurred by UPS in this case.

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


Jennie Rodriguez

Dated: April 16, 1993



CLERK OF THE COURT

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18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 **WYNN RESORTS, LIMITED, a Nevada**
21 **Corporation,**

22 **Plaintiff,**

23 **vs.**

24 **KAZUO OKADA, an individual, ARUZE**
25 **USA, INC., a Nevada corporation, and**
26 **UNIVERSAL ENTERTAINMENT CORP.,**
27 **a Japanese corporation,**

28 **Defendants.**

Case No.: A-12-656710-B

Dept. No.: XI

**STIPULATION AND ORDER
REGARDING THE PROTOCOL FOR
TRANSLATION AND
INTEPRETATION**

AND ALL RELATED CLAIMS

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
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1 The undersigned parties, by and through their respective undersigned counsel
2 (collectively, the "Parties," and individually, "Party"), hereby agree and stipulate as follows
3 regarding the utilization of translators and interpreters in this matter (the "Translation and
4 Interpretation Protocol").

5 The differing native languages of the Parties and expected witnesses will require the
6 Parties to employ the services of translators and interpreters during discovery and trial. There may
7 also be times when the Court will need a translator and/or interpreter to consider and resolve
8 disputes between and among the Parties. The primary focus is on the Japanese language, however
9 there exists the possibility of a need for Mandarin and potentially Portuguese as well, or other
10 languages. Accordingly, the Parties hereby enter into this Stipulation regarding the utilization of
11 translators and interpreters.

12 **I. DEFINITIONS**

- 13 1. In this Stipulation, the following terms have the following meanings:
- 14 a. "Translation" means the transformation of written language from one language
15 to another.
- 16 b. "Translator" means an individual who transforms written language from one
17 language to another.
- 18 c. "Primary Translator" means a Translator agreed upon by the Parties or
19 approved by the Court to serve as a Translator in this action.
- 20 d. "Interpretation" means the translation of oral language from one language to
21 another.
- 22 e. "Interpreter" means an individual who translates oral language from one
23 language to another.
- 24 f. "Primary Interpreter" means an Interpreter agreed upon by the Parties or
25 approved by the Court to serve as an Interpreter for depositions, court
26 proceedings, and/or other proceedings in this action.
- 27
- 28

g. "Check Interpreter" means an interpreter independently retained by any Party in this matter to advise that Party regarding interpretations being performed by the Primary Interpreter.

h. "Monolingual Format" means a translation format for written documents that requires the translated document to contain the same formatting, font, and size of the original document.

II. INTERPRETATION

1. **Primary Interpreters:** The Parties shall either agree upon three (3) neutral Interpreters of the Japanese/English languages or propose to the Court the credentials of proposed neutral Interpreters of the Japanese/English languages (for the Court's ultimate selection) who shall serve as the Primary Interpreters of the Japanese/English language for the duration of this action. Should the Parties or the Court determine that an Interpreter for any other language is necessary for any particular witness(es), the Parties shall either agree to an Interpreter or follow the same procedure herein.

2. **Use and Duties of Primary Interpreters:** A Primary Interpreter will attend every deposition, court proceeding, or other proceeding ("Proceedings") in this action when interpretation is necessary or required. There will be no ex parte communication with the Primary Interpreters. If a Party believes that a Proceeding will require interpretation, it shall notify all Primary Interpreters (for the applicable language) of the request, copying all other Parties on the communication. The Primary Interpreters shall respond to all Parties with their availability for the assignment. Unless the Parties agree otherwise, the first Primary Interpreter to respond to the request (or, in the case of a Proceeding requiring two Primary Interpreters, the first two to respond) shall have priority for the assignment. The Parties may not advise the Primary Interpreters of forthcoming requests other than as set forth in this paragraph.

3. **Team Interpreting:** If any Party believes that a Proceeding will require interpreting for extended periods of time, it shall notify the other Parties in writing at least three business days in advance. Unless one of the other Parties objects, the Parties will utilize team interpreting at such Proceeding. The team will be composed of two Primary Interpreters, who will

1 work in tandem. At the beginning of the Proceeding, the Primary Interpreters will decide among
2 themselves which of them will begin as the Active Primary Interpreter. The Active Primary
3 Interpreter will interpret the Proceedings while the other Interpreter assists the Active Primary
4 Interpreter when necessary and as needed. The Primary Interpreters will work serially, alternating
5 in the role of Active Primary Interpreter during the Proceeding in whatever manner they deem
6 best. The Parties shall ensure that brief breaks are taken approximately every hour in order to
7 prevent interpreter fatigue. Counsel shall not demand breaks while a question is pending (except
8 to determine whether a question calls for a disclosure of privileged information) or in order to
9 interfere with a line of questioning. The parties agree that the ordinary schedule for breaks may
10 be adjusted whenever appropriate in the circumstances, such as if the deposition is subject to
11 unusual time limits.

12 4. **Primary Interpreter Selection:** The Primary Interpreters will be selected jointly
13 by the Parties based on qualifications that the Parties feel are appropriate, such as being a
14 "Professionally Qualified Interpreter" for the United States Federal Court and/or having passed
15 the interpreter test of the United Nations High Commission of Certified Translators for the
16 required language. The Parties may also conduct joint interviews of candidates for Primary
17 Interpreter. If the Parties cannot agree on the Primary Interpreters, they may seek the Court's
18 assistance. Once the Primary Interpreters are selected, each of them will enter into an
19 engagement agreement with the Parties as a group.

20 5. **Method of Interpretation:** The Interpreter(s) will utilize consecutive interpreting.
21 The Interpreter will wait until the speaker finishes speaking or wait until a natural or necessary
22 break before translating all of the speech from the native language into English, and vice versa.

23 6. **Disputed Interpretations:** The following shall govern Proceedings outside the
24 presence of the Court, all of which shall be recorded both stenographically and by video
25 recording.

- 26 a. Due to the difficulties in formulating objections to interpretations, all such
27 objections are preserved.
28

- 1 b. Notwithstanding Section 6(a), a party may object to the Primary Interpreter's
2 interpretation by stating the objection concisely on the record. The Primary
3 Interpreter shall consult with any other Primary Interpreter who is present but
4 not with any Check Interpreters, and then re-interpret the disputed statement,
5 whether restating the original interpretation or an adjustment thereto. No
6 parties shall object to the re-interpretation of the statement; however, such
7 objections shall be preserved. Also, a Party need not repeat the same objection
8 in response to subsequent questions during the same line of questioning; such
9 objections shall be preserved.
- 10 c. Objections to interpretations shall be made by notifying the other Parties in
11 writing within thirty (30) days after receipt of the transcript and the video
12 recording of the Proceeding. The Parties thereafter shall meet and confer in
13 good faith regarding the disputed interpretation within ten (10) judicial days
14 after service of the written objection. In the event that the Parties do not resolve
15 their dispute, the Objecting Party may seek relief from this Court within ten
16 (10) judicial days of the meet and confer sessions. Upon such motion, the
17 Objecting Party shall inform the Primary Interpreter whose interpretation is
18 being challenged of the hearing date, so that the Primary Interpreter can attend
19 and be available for the Court.
- 20 d. To the extent that the Court determines that the interpretation relied upon by
21 the parties during the Proceeding was incorrect or incomplete, the witness shall
22 have thirty (30) judicial days to revise his or her answers in writing via an
23 errata sheet. Thereafter, any Party who wishes to re-open the deposition must
24 notify the other Parties in writing within ten (10) judicial days. The Parties
25 thereafter shall meet and confer in good faith within ten (10) judicial days. In
26 the event that the Parties do not resolve their dispute, any Party may seek relief
27 from the Court within ten (10) judicial days. The Court will consider all facts
28

1 and circumstances and may order the deposition be re-opened for good cause
2 and with any limits or conditions the Court deems appropriate.

3 7. **Check Interpreters:** The Parties may employ the services of separate and
4 independent check interpreters for consultation during Proceedings. The Check Interpreters may
5 consult with counsel regarding the interpretation being performed by the Primary Interpreters.
6 The Parties' Check Interpreters may not act as a Primary Interpreter without stipulation of the
7 Parties.

8 8. **Interpretation Costs:** Unless the Court orders otherwise, the cost of utilizing the
9 Primary Interpreter(s) in a deposition or at trial shall be borne by each Party in proportion to the
10 approximate time that Party spent questioning the witness as determined by the court reporter. To
11 the extent the Court requires interpretation services not covered by the preceding sentence, the
12 costs of interpretation shall be divided equally between the Plaintiffs/Counter-defendants on the
13 one hand and the Defendants/Counter-plaintiffs on the other hand. Each Primary Interpreter shall
14 submit periodic invoices to the Parties; the invoices shall be emailed in a single email sent to
15 designated representatives of each Party. The Parties shall then confer in good faith to ensure that
16 the Primary Interpreter is paid in a timely manner. Each Party will bear its own costs of using any
17 Check Interpreter(s).

18 9. **Confidentiality:** Upon being engaged, all Primary Interpreters shall review the
19 Protective Order entered by the Court on February 13, 2013 (or any superseding order entered
20 thereafter) and execute the accompanying Confidentiality Agreement. The Parties shall be
21 responsible for ensuring that their Check Interpreters comply with the Protective Order.

22 III. TRANSLATION

23 1. **Primary Translators:** The Parties shall either agree upon three (3) Primary
24 Translators or propose to the Court the credentials of proposed neutral translators for the Court's
25 ultimate selection who shall serve as the Primary Translators for the duration of this action. Two
26 of the Primary Translators shall specialize in translating documents from Japanese into English,
27 and the third shall specialize in translating English documents into Japanese. There will be no ex
28 parte communication with the Primary Translators or the Translation Coordinator (defined

below), other than the transmission of the Translation Request Form attached hereto as Exhibit B (as discussed in Paragraph III.4 below) and the translated documents identified on such Form. Should the Parties or the Court determine that a Translator for any other language is necessary, the parties shall either agree to a Translator or follow the same procedure herein.

2. **Translator Selection:** The Primary Translators will be selected jointly by the Parties based on qualifications that the Parties feel are appropriate, such as having certification from the American Translators Association. The Parties may also conduct joint interviews of candidates for Primary Translator. If the Parties cannot agree on the Primary Translators, they may seek the Court's assistance. Once the Primary Translators are selected, each of them will enter into an engagement agreement with the Parties as a group.

3. **Form of Translations:** Documents will be translated using a monolingual format that preserves the formatting and page enumeration of the original document. The translated document must clearly indicate in both the header and footer, in bold size 14 font, "Translation." Documents will be translated in their entirety unless the Parties agree otherwise. The translated document must include a signed "Certificate of Translation" by the translator indicating the document being translated, that the translator is competent to translate the language used in the document, the language that the document is being translated into, and that the translation is true and accurate to the best of the translator's abilities. *See* Exhibit A hereto. The translated document must also contain a production number identical to the production number on the original document followed by the word "Translation."

4. **Submission of Documents for Translation:** The Parties shall jointly engage one person, who may or may not be one of the Primary Translators, to serve as the Translation Coordinator. Whenever a Party wishes to have a document translated, it shall submit such document to the Translation Coordinator via the Translation Request Form attached hereto as Exhibit B. The Translation Coordinator shall route the assignment to one of the Primary Translators, taking into account the type of translation (e.g., Japanese to English) and the availability and workload of the Primary Translators. If there are more translation requests than the Primary Translators can collectively handle at any particular time, the Translation Coordinator shall ensure that each Party

1 is treated equally; in such circumstances, the Translation Coordinator may ask a Party who has
2 submitted multiple requests to prioritize among them. No Party may request that a particular
3 Translator receive a particular assignment. If the Translation Coordinator recognizes that a
4 particular document has previously been translated for another Party, he or she shall ensure that
5 the same translation is supplied to the Party making the current request but shall do so in a manner
6 that does not disclose to the Party making the current request that the document was previously
7 translated. The Party submitting the document shall pay for the translation, and shall be billed for it
8 directly by the Primary Translator. The Translation Coordinator and Primary Translators shall not
9 disclose to any other Party or counsel the identity or contents of documents they have been asked to
10 translate unless authorized to do so by the requesting party, and the Parties need not give notice to any
11 other Party that they have submitted a document for translation. The Translation Coordinator and
12 Primary Translators shall be required to keep records of all documents translated, including by
13 retaining copies of all Translation Request Forms. Such records shall be made available to the Parties
14 for inspection in the event of a dispute over the translation or otherwise upon agreement of the Parties
15 or order of the Court.

16 5. **Confidentiality of Documents and Translations:** Prior to disclosure of
17 documents that are marked as Confidential or Highly Confidential to any Primary Translator or
18 the Translation Coordinator, each such individual must review the Protective Order entered by the
19 Court on February 13, 2013 (or any superseding order entered thereafter) and execute the
20 accompanying Confidentiality Agreement.

21 6. **Disputed Translations:** All translations prepared by a Primary Translator shall be
22 presumed to be accurate. If a Party disputes the accuracy of a translation ("Objecting Party"), the
23 Objecting Party shall object in writing by notifying the other Parties within thirty (30) days after it
24 is first offered as an exhibit on a motion, at a deposition, or as a potential trial exhibit, and shall
25 state the specific inaccuracies of the translation. If no objection to a translation is received within
26 the time limit, it shall be deemed to be accurate, and no objection to admissibility on grounds of
27 inaccuracy of the translations will be permitted unless the parties agree to modify the time period
28 or the Court orders a modification for good cause shown. If an objection is made, the Parties

1 thereafter shall meet and confer in good faith regarding the disputed translation within ten (10)
2 judicial days after service of the written objection. In the event that the Parties do not resolve their
3 dispute, the Objecting Party may seek relief from this Court within ten (10) judicial days of the
4 meet and confer sessions. Upon such motion, the Objecting Party shall inform the Translator
5 whose translation is being challenged of the hearing date, so that the Translator can attend and be
6 available for the Court.

7 7. **Translation Costs:** Unless the Court orders otherwise, translation costs shall be (i)
8 divided equally between the Plaintiffs/Counter-defendants on the one hand and the
9 Defendants/Counter-plaintiffs on the other hand for documents that the Court requests be
10 translated and for documents that the Parties jointly request or agree be translated; and (ii) borne
11 by the Party requesting the translation for all other documents.

12 **IV. MISCELLANEOUS**

13 1. **Impartiality and Independence:** The Primary Interpreters, Primary Translators
14 and Translation Coordinator are required to be impartial, independent, and free from any conflict
15 of interest. Each Primary Interpreter, Primary Translator and Translation Coordinator must
16 disclose in writing any and all relationships with any Party, witness or counsel. Similarly, each
17 Party must disclose in writing any and all relationships between it, its employees or its counsel
18 and any Primary Interpreter, Primary Translator or Translation Coordinator. If the impartiality or
19 independence of the Primary Interpreters, Primary Translators or Translation Coordinator is called
20 into question by a Party ("Objecting Party"), the Objecting Party shall object in writing by
21 notifying the other Parties within ten (10) days after learning of the basis for the objection. The
22 Parties thereafter shall meet and confer in good faith regarding the objection within ten (10) court
23 days after service of the written objection. In the event that the Parties do not resolve the dispute,
24 the Objecting Party may seek relief from this Court within ten (10) days of the meet and confer
25 sessions. Upon such motion, the Objecting Party shall inform the individual whose impartiality or
26 independence is being challenged of the hearing date, so that the individual can attend and be
27 available for the Court.
28

1 2. **Code of Professional Responsibility:** The Primary Interpreters must have taken
2 the Oath to Uphold the Code of Professional Responsibility for Interpreters in Nevada Courts.
3 The Primary Translators must have accepted the American Translators Association Code of
4 Ethics and Professional Practice.

5 3. **Reservation of Rights:** Nothing contained herein is intended to create a precedent
6 for, or to constitute a waiver or relinquishment of, any Party's objections or arguments pertaining
7 to the utilization of interpreters and translators in this matter. Nothing contained herein constitutes
8 a waiver of any Party's rights or obligations under any law, including but not limited to laws
9 regarding any matter or information that is or may be claimed to be privileged, confidential,
10 proprietary, or otherwise personal or private.

11 4. **Modification:** Any agreement between the Parties to depart from the requirements
12 of this Stipulation as between those Parties must be memorialized in writing, signed by counsel
13 for all Parties to the agreement, and promptly furnished to counsel for all Parties. Such agreement
14 does not relieve those Parties of their obligation to other Parties and to the Court pursuant to this
15 Stipulation.

16 5. **Procedure for Amending or Obtaining Relief from the Translation and**
17 **Interpretation Protocol:** The Parties may, by mutual agreement, develop and employ protocols
18 which vary from those set forth above. In such an instance, they shall revise this Stipulation and
19 submit the new agreement for the Court's approval. Absent agreement, any Party may request
20 relief from any obligation set forth in this Stipulation by filing a written motion in accordance
21 with the Court's rules and procedures.

22 IT IS SO STIPULATED.

23 DATED this ____ day of July, 2015.

24 PISANELLI BICE PLLC

25 By: _____
26 James J. Pisanelli, Esq., Bar # 4027
27 Todd L. Bice, Esq., Bar # 4534
28 Debra L. Spinelli, Esq., Bar # 9695
 400 South 7th Street, Suite 300
 Las Vegas, Nevada 89109

 DATED this 21st day of July, 2015.

 HOLLAND & HART LLP

 By: _____
 J. Stephen Peek, Esq. (1758)
 Bryce K. Kunimoto, Esq. (7781)
 Robert J. Cassity, Esq. (9779)
 Brian G. Anderson, Esq. (10500)
 Holland & Hart LLP
 9555 Hillwood Drive, 2nd Floor

1 2. **Code of Professional Responsibility**: The Primary Interpreters must have taken
2 the Oath to Uphold the Code of Professional Responsibility for Interpreters in Nevada Courts.
3 The Primary Translators must have accepted the American Translators Association Code of
4 Ethics and Professional Practice.

5 3. **Reservation of Rights**: Nothing contained herein is intended to create a precedent
6 for, or to constitute a waiver or relinquishment of, any Party's objections or arguments pertaining
7 to the utilization of interpreters and translators in this matter. Nothing contained herein constitutes
8 a waiver of any Party's rights or obligations under any law, including but not limited to laws
9 regarding any matter or information that is or may be claimed to be privileged, confidential,
10 proprietary, or otherwise personal or private.

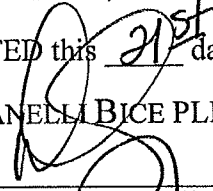
11 4. **Modification**: Any agreement between the Parties to depart from the requirements
12 of this Stipulation as between those Parties must be memorialized in writing, signed by counsel
13 for all Parties to the agreement, and promptly furnished to counsel for all Parties. Such agreement
14 does not relieve those Parties of their obligation to other Parties and to the Court pursuant to this
15 Stipulation.

16 5. **Procedure for Amending or Obtaining Relief from the Translation and**
17 **Interpretation Protocol**: The Parties may, by mutual agreement, develop and employ protocols
18 which vary from those set forth above. In such an instance, they shall revise this Stipulation and
19 submit the new agreement for the Court's approval. Absent agreement, any Party may request
20 relief from any obligation set forth in this Stipulation by filing a written motion in accordance
21 with the Court's rules and procedures.

22 IT IS SO STIPULATED.

23 DATED this 21st day of July, 2015.

24 PISANELLI BICE PLLC

25 By: 
26 James J. Pisanelli, Esq., Bar # 4027
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Paul K. Rowe, Esq. (*admitted pro hac vice*)
Bradley R. Wilson, Esq. (*admitted pro hac vice*)
WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Robert L. Shapiro, Esq. (*admitted pro hac vice*)
GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO, LLP
10259 CONSTELLATION Blvd., 19th Floor
Los Angeles, CA 90067

Attorneys for the Wynn Parties

DATED this ___ day of July, 2015.

CAMPBELL & WILLIAMS

By: _____
Donald J. Campbell, Esq., Bar # 1216
J. Colby Williams, Esq., Bar # 5549
700 South Seventh Street
Las Vegas, NV 89109

Attorneys for Stephen A. Wynn

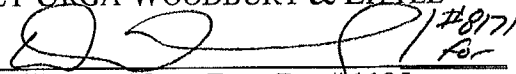
Las Vegas, NV 89134

Benjamin B. Klubes, Esq. (*pro hac vice*)
David S. Krakoff, Esq. (*pro hac vice*)
Joseph J. Reilly, Esq. (*pro hac vice*)
BUCKLEYSANDLER LLP
1250 24th Street NW, Suite 700
Washington, DC 20037

Attorneys for Kazuo Okada, Aruze USA, Inc.,
and Universal Entertainment Corp.

DATED this 22nd day of July, 2015.

JOLLY URGAS WOODBURY & LITTLE

By:  _____
William R. Urga, Esq., Bar # 1195
Martin A. Little, Esq., Bar # 7067
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, Nevada 89169

and

Ronald L. Olson, Esq. (*admitted pro hac vice*)
Mark B. Helm, Esq. (*admitted pro hac vice*)
Jeffrey Y. Wu, Esq. (*admitted pro hac vice*)
MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560

Attorneys for Elaine P. Wynn

ORDER

IT IS SO ORDERED.

DATED: _____

THE HONORABLE ELIZABETH GONZALEZ
DISTRICT COURT JUDGE

Paul K. Rowe, Esq. (*admitted pro hac vice*)
Bradley R. Wilson, Esq. (*admitted pro hac vice*)
WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Robert L. Shapiro, Esq. (*admitted pro hac vice*)
GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO, LLP
10259 CONSTELLATION Blvd., 19th Floor
Los Angeles, CA 90067

Attorneys for the Wynn Parties

DATED this 22nd day of July, 2015.

CAMPBELL & WILLIAMS

By: J. Colby Williams
Donald J. Campbell, Esq., Bar # 1216
J. Colby Williams, Esq., Bar # 5549
700 South Seventh Street
Las Vegas, NV 89109

Attorneys for Stephen A. Wynn

Las Vegas, NV 89134

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Attorneys for Kazuo Okada, Aruze USA, Inc.,
and Universal Entertainment Corp.

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MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560

Attorneys for Elaine P. Wynn

ORDER

IT IS SO ORDERED.

DATED: _____

THE HONORABLE ELIZABETH GONZALEZ
DISTRICT COURT JUDGE

Paul K. Rowe, Esq. (*admitted pro hac vice*)
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Los Angeles, CA 90067

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DATED this ___ day of July, 2015.

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Las Vegas, NV 89109

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MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560

Attorneys for Elaine P. Wynn

ORDER

IT IS SO ORDERED.

DATED: July 24, 2015



THE HONORABLE ELIZABETH GONZALEZ
DISTRICT COURT JUDGE

Exhibit A

CERTIFICATE OF TRANSLATION

I, _____, am competent to translate from _____
into _____, and certify that the translation of the document bearing production numbers
_____ is true and accurate to the best of my abilities.

(signature of translator)

(printed name of translator)

(date)

Exhibit B - Translation Request Form

Type of Communication: New Request ___ Follow-Up:¹ ___

Requesting Party to Be Invoiced: _____ Contact Person: _____

E-mail: _____ Today's Date: _____

Return Date Requested: _____

Documents to be Translated:²

Bates Start	Bates End	Date	Document Type	Description	Number of Pages ³	Pages/Portion to Be Translated

Language (check all that apply): Japanese ___ Portuguese ___

Chinese languages (specify further if needed): _____

Certified Copy Needed: Yes ___ No ___

Additional Instructions:

Translator's Response or Questions: (For Translator Use Only)

¹ If follow-up communication, please attach original translation request form.

² Attach separate sheet if additional space is needed.

³ If only a portion of a document is required to be translated, please specify in Additional Instructions section.

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

FORM 8-K

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

Date of Report (Date of earliest event reported): July 29, 2015

WYNN RESORTS, LIMITED
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-50028
(Commission
File Number)

46-0484987
(I.R.S. Employer
Identification No.)

WYNN LAS VEGAS, LLC
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

333-100768
(Commission
File Number)

88-0494875
(I.R.S. Employer
Identification No.)

**3131 Las Vegas Boulevard South
Las Vegas, Nevada**
(Address of principal executive offices of
each registrant)

89109
(Zip Code)

(702) 770-7555
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

- ☐ Written communication 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-commencements communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02 Results of Operations and Financial Condition.

On July 29, 2015 Wynn Resorts, Limited issued a press release announcing its results of operations for the second quarter ended June 30, 2015. The press release is furnished herewith as Exhibit 99.1. The information in this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Item 7.01 Regulation FD Disclosure.

The information set forth under Item 2.02 of this report is incorporated herein by reference.

Item 8.01 Other Events.

On July 29, 2015, Wynn Resorts, Limited, announced a cash dividend of \$0.50 per share of its outstanding common stock. This cash dividend will be payable on August 20, 2015 to stockholders of record on August 11, 2015.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press release, dated July 29, 2015, of Wynn Resorts, Limited.

SIGNATURES

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

WYNN RESORTS, LIMITED

Dated: July 29, 2015

By: /s/ Stephen Cootey
Stephen Cootey
Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

SIGNATURES

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

Dated: July 29, 2015

WYNN LAS VEGAS, LLC

By: Wynn Resorts Holdings, LLC
its sole member

By: Wynn Resorts, Limited
its sole member

By: /s/ Stephen Cootey
Stephen Cootey
Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press release, dated July 29, 2015, of Wynn Resorts, Limited.

Wynn Resorts, Limited Reports Second Quarter 2015 Results

LAS VEGAS, July 29, 2015 — Wynn Resorts, Limited (Nasdaq: WYNN) today reported financial results for the second quarter ended June 30, 2015.

Net revenues for the second quarter of 2015 were \$1,040.5 million, compared to \$1,412.1 million in the second quarter of 2014. The decline was the result of a 35.8% net revenue decrease from our Macau Operations and a 6.2% decrease in net revenues from our Las Vegas Operations. Adjusted property EBITDA (1) was \$295.4 million for the second quarter of 2015, a 36.8% decrease from \$467.4 million in the second quarter of 2014.

On a US GAAP basis, net income attributable to Wynn Resorts, Limited for the second quarter of 2015 was \$56.5 million, or \$0.56 per diluted share, compared to net income attributable to Wynn Resorts, Limited of \$203.9 million, or \$2.00 per diluted share, in the second quarter of 2014.

Adjusted net income attributable to Wynn Resorts, Limited (2) in the second quarter of 2015 was \$75.0 million, or \$0.74 per diluted share (adjusted EPS), compared to an adjusted net income attributable to Wynn Resorts, Limited of \$215.1 million, or \$2.11 per diluted share, in the second quarter of 2014.

Wynn Resorts, Limited also announced today that the Company has approved a cash dividend of \$0.50 per common share. This dividend will be payable on August 20, 2015, to stockholders of record on August 11, 2015.

Macau Operations

In the second quarter of 2015, net revenues were \$617.0 million, a 35.8% decrease from the \$960.6 million generated in the second quarter of 2014. Adjusted property EBITDA in the second quarter of 2015 was \$173.4 million, down 43.5% from \$307.0 million in the second quarter of 2014, due primarily to weakness in the gaming segment.

Table games turnover in the VIP segment was \$15.5 billion for the second quarter of 2015, a 41.1% decrease from \$26.4 billion in the second quarter of 2014. VIP table games win as a percentage of turnover (calculated before commissions) for the quarter was 2.92%, within the expected range of 2.7% to 3.0% and flat compared to the 2.93% experienced in the second quarter of 2014. The average number of VIP tables decreased to 247 units in the second quarter of 2015 from 263 units in the prior year's second quarter.

The Company has determined that it will now include the amount of cash that is deposited in a gaming table's drop box plus cash chips purchased at the casino cage in the calculation of table drop in accordance with standard Macau industry practice. Table drop in the mass market segment was \$1.2 billion in the second quarter of 2015, down 16.5% from the 2014 second quarter. Table games win in the mass market segment decreased by 32.9% to \$208.6 million in the second quarter of 2015. The mass market win percentage of 17.5% in the second quarter of 2015 was below the 21.8% in the second quarter of 2014 and below the 20.5% over the trailing twelve months ended June 30, 2015.

Slot machine handle for the second quarter of 2015 declined 29.5% from the 2014 period to \$1,027.6 million, and slot win decreased by 22.5%.

For the second quarter of 2015, total non-casino revenues, before promotional allowances, decreased 22.3% during the quarter to \$78.1 million. We achieved an average daily rate (ADR) of \$321, down 3.9% compared to the \$334 reported in the 2014 second quarter. Occupancy at Wynn Macau of 96.4% compares to 98.4% in the prior-year period. Revenue per available room (REVPAR) decreased 5.8% to \$310 in the 2015 quarter from \$329 in last year's second quarter.

Las Vegas Operations

For the quarter ended June 30, 2015, net revenues were \$423.5 million, a 6.2% decrease from \$451.4 million in the second quarter of 2014. Adjusted property EBITDA was \$122.0 million, down 23.9% compared to the prior year.

Net casino revenues in the second quarter of 2015 were \$134.7 million, a 26.2% decrease from the second quarter of 2014. Table games drop of \$509.3 million was down 19.0% from \$629.0 million in the 2014 quarter. Table games win percentage was 19.5%, outside the property's expected range of 21% to 24% and below the 27.4% reported in the 2014 quarter. Slot machine handle of \$712.1 million was 0.7% above the \$706.9 million in the comparable period of 2014, and net slot win was up 10.6%.

For the second quarter of 2015, total non-casino revenues, before promotional allowances, increased 5.3% from the second quarter of 2014 to \$330.3 million.

Room revenues increased 0.9% to \$108.8 million during the quarter, versus \$107.9 million in the second quarter of 2014. Occupancy was flat at 88.4% and ADR increased 2.1% to \$289 from \$283. REVPAR was \$255 in the 2015 second quarter, 1.6% above the \$251 reported in the prior-year quarter.

Food and beverage revenues in the second quarter of 2015 were \$162.0 million, up 8.7% compared to the 2014 second quarter. Entertainment, retail and other revenues improved 4.8% from last year's quarter to \$59.4 million.

Wynn Palace Project in Macau

The Company is currently constructing Wynn Palace, an integrated resort containing a 1,700-room hotel, a performance lake, meeting space, a casino, a spa, retail offerings, and food-and-beverage outlets in the Cotai area of Macau. In July 2013, we signed a \$2.6 billion guaranteed maximum price (GMP) contract for the project's construction costs. The total project budget, including construction costs, capitalized interest, pre-opening expenses, land costs and financing fees, is approximately \$4.1 billion. We expect to open our resort on Cotai in the first half of 2016.

During the second quarter of 2015, we invested approximately \$431.4 million in our Cotai project, taking the total investment to \$2.7 billion through June 30, 2015.

Wynn Project in Massachusetts

In November 2014, we were awarded a gaming license to develop and construct an integrated resort in Everett, Massachusetts, outside of Boston. On January 2, 2015, we purchased 33 acres of land in Everett, along the Mystic River. On this land, we intend to develop and construct an integrated resort containing a hotel, a waterfront boardwalk, meeting space, a casino, a spa, retail offerings, and food-and-beverage outlets.

Balance Sheet and Other

Our cash and cash equivalents, restricted cash and investment securities at June 30, 2015 was \$1.8 billion. Total debt outstanding at the end of the quarter was \$8.1 billion, including \$3.3 billion of Wynn Las Vegas debt, \$2.9 billion of Wynn Macau debt and \$1.9 billion at the parent company.

Conference Call Information

The Company will hold a conference call to discuss its results on July 29, 2015 at 1:30 p.m. PT (4:30 p.m. ET). Interested parties are invited to join the call by accessing a live audio webcast at <http://www.wynnresorts.com>.

Forward-looking Statements

This release contains forward-looking statements regarding operating trends and future results of operations. Such forward-looking statements are subject to a number of risks and uncertainties that could cause actual results to differ materially from those we express in these forward-looking statements, including, but not limited to, our dependence on existing management, results of regulatory or enforcement actions and probity investigations, pending or future legal proceedings, uncertainties over the development and success of new gaming and resort properties, adverse tourism trends, general global macroeconomic conditions, changes in gaming laws or regulations, volatility and weakness in world-wide credit and financial markets, and our substantial indebtedness and leverage. Additional information concerning potential factors that could affect the Company's financial results is included in the Company's Annual Report on Form 10-K for the year ended December 31, 2014 and the Company's other periodic reports filed with the Securities and Exchange Commission. The Company is under no obligation to (and expressly disclaims any such obligation to) update or revise its forward-looking statements as a result of new information, future events or otherwise.

Non-GAAP Financial Measures

(1) "Adjusted property EBITDA" is net income before interest, taxes, depreciation, amortization, pre-opening costs, property charges and other, management and license fees, corporate expenses and other, intercompany golf course and water rights leases, stock-based compensation, loss on extinguishment of debt, change in interest rate swap fair value, and other non-operating income and expenses, and includes equity in income from unconsolidated affiliates. Adjusted property EBITDA is presented exclusively as a supplemental disclosure because management believes that it is widely used to measure the performance, and as a basis for valuation, of gaming companies. Management uses adjusted property EBITDA as a measure of the operating performance of its segments and to compare the operating performance of its properties with those of its competitors. The Company also presents adjusted property EBITDA because it is used by some investors as a way to measure a company's ability to incur and service debt, make capital expenditures and meet working capital requirements. Gaming companies have historically reported EBITDA as a supplement to financial measures in accordance with U.S. generally accepted accounting principles ("GAAP"). In order to view the operations of their casinos on a more stand-alone basis, gaming companies, including Wynn Resorts, Limited, have historically excluded from their EBITDA calculations pre-opening expenses, property charges, corporate expenses and stock-based compensation, that do not relate to the management of specific casino properties. However, adjusted property EBITDA should not be considered as an alternative to operating income as an indicator of the Company's performance, as an alternative to cash flows from operating activities as a measure of liquidity, or as an alternative to any other measure determined in accordance with GAAP. Unlike net income, adjusted property EBITDA does not include depreciation or interest expense and therefore does not reflect current or future capital expenditures or the cost of capital. The Company has significant uses of cash flows, including capital expenditures, interest payments, debt principal repayments, taxes and other non-recurring charges, which are not reflected in adjusted property EBITDA. Also, Wynn Resorts' calculation of adjusted property EBITDA may be different from the calculation methods used by other companies and, therefore, comparability may be limited.

(2) "Adjusted net income attributable to Wynn Resorts, Limited" is net income before pre-opening costs, loss on extinguishment of debt, change in interest rate swap fair value, property charges and other, net of noncontrolling interest and taxes in respective jurisdictions. Adjusted net income attributable to Wynn Resorts, Limited and adjusted net income attributable to Wynn Resorts, Limited per diluted share ("adjusted EPS") are presented as supplemental disclosures because management believes that these non-GAAP financial measures are widely used to measure the performance, and as a principal basis for valuation, of gaming companies. These measures are used by management and/or evaluated by some investors, in addition to income and EPS computed in accordance with GAAP, as an additional basis for assessing period-to-period results of our business. Adjusted net income attributable to Wynn Resorts, Limited and adjusted net income attributable to Wynn Resorts, Limited per diluted share may be different from the calculation methods used by other companies and, therefore, comparability may be limited. Adjusted net income attributable to Wynn Resorts, Limited for the six months ended June 30, 2015 reflects a revision to the effective tax rate previously applied to the loss on extinguishment of debt, net for the three months ended March 31, 2015 to reflect the same assumed effective U.S. tax rate applied to other adjustments to net income.

The Company has included schedules in the tables that accompany this release that reconcile (i) net income attributable to Wynn Resorts, Limited to adjusted net income attributable to Wynn Resorts, Limited, (ii) operating income to adjusted property EBITDA, and (iii) adjusted property EBITDA to net income attributable to Wynn Resorts, Limited.

WYNN RESORTS, LIMITED AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Operating revenues:				
Casino	\$ 714,208	\$ 1,091,595	\$ 1,540,307	\$ 2,317,728
Rooms	139,912	141,355	271,967	277,831
Food and beverage	181,016	174,308	317,029	316,145
Entertainment, retail and other	87,459	98,635	177,835	205,495
Gross revenues	1,122,595	1,505,893	2,307,138	3,117,199
Less: promotional allowances	(82,137)	(93,830)	(174,442)	(191,523)
Net revenues	1,040,458	1,412,063	2,132,696	2,925,676
Operating costs and expenses:				
Casino	466,535	681,236	990,588	1,464,970
Rooms	37,584	37,659	74,270	73,004
Food and beverage	110,952	100,686	187,358	175,639
Entertainment, retail and other	38,997	39,878	79,291	84,413
General and administrative	113,707	128,520	235,907	239,797
Provision (benefit) for doubtful accounts	4,302	(2,710)	10,381	(5,438)
Pre-opening costs	16,875	5,001	32,966	8,074
Depreciation and amortization	81,913	78,351	164,779	155,010
Property charges and other	472	2,100	2,976	12,034
Total operating costs and expenses	871,337	1,070,721	1,778,516	2,207,503
Operating income	169,121	341,342	354,180	718,173
Other income (expense):				
Interest income	1,498	5,505	3,190	10,258
Interest expense, net of amounts capitalized	(75,236)	(81,765)	(153,219)	(157,021)
Decrease in swap fair value	(1,114)	(4,653)	(5,723)	(3,811)
Loss on extinguishment of debt	(3,839)	(2,254)	(120,033)	(3,783)
Equity in income (loss) from unconsolidated affiliates	(127)	298	70	606
Other	198	693	1,331	396
Other income (expense), net	(78,620)	(82,176)	(274,384)	(153,355)
Income before income taxes	90,501	259,166	79,796	564,818
Provision for income taxes	(13,298)	(764)	(16,495)	(3,373)
Net income	77,203	258,402	63,301	561,445
Less: net income attributable to noncontrolling interest	(20,743)	(54,496)	(51,442)	(130,643)
Net income attributable to Wynn Resorts, Limited	\$ 56,460	\$ 203,906	\$ 11,859	\$ 430,802
Basic and diluted income per common share:				
Net income attributable to Wynn Resorts, Limited:				
Basic	\$ 0.56	\$ 2.02	\$ 0.12	\$ 4.27
Diluted	\$ 0.56	\$ 2.00	\$ 0.12	\$ 4.22
Weighted average common shares outstanding:				
Basic	101,157	100,915	101,146	100,869
Diluted	101,710	102,018	101,795	101,979
Dividends declared per common share:	\$ 0.50	\$ 1.25	\$ 2.00	\$ 2.50

WYNN RESORTS, LIMITED AND SUBSIDIARIES
RECONCILIATION OF NET INCOME ATTRIBUTABLE TO WYNN RESORTS, LIMITED
TO ADJUSTED NET INCOME ATTRIBUTABLE TO WYNN RESORTS, LIMITED
(in thousands, except per share data)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Net income attributable to Wynn Resorts, Limited	\$ 56,460	\$ 203,906	\$ 11,859	\$ 430,802
Pre-opening costs, net	13,804	3,615	27,251	5,837
Loss on extinguishment of debt, net	3,839	2,254	120,033	3,783
Decrease in swap fair value, net	804	3,831	4,131	2,754
Property charges and other, net	65	1,536	2,505	8,650
Adjusted net income attributable to Wynn Resorts, Limited (2)	<u>\$ 74,972</u>	<u>\$ 215,142</u>	<u>\$ 165,779</u>	<u>\$ 451,826</u>
Adjusted net income attributable to Wynn Resorts, Limited per diluted share	<u>\$ 0.74</u>	<u>\$ 2.11</u>	<u>\$ 1.63</u>	<u>\$ 4.43</u>
Weighted average common shares outstanding - diluted	101,710	102,018	101,795	101,979

WYNN RESORTS, LIMITED AND SUBSIDIARIES
RECONCILIATION OF OPERATING INCOME TO ADJUSTED PROPERTY EBITDA AND ADJUSTED PROPERTY EBITDA TO NET INCOME
ATTRIBUTABLE TO WYNN RESORTS, LIMITED
(in thousands)
(unaudited)

Three Months Ended June 30, 2015				
	Macau Operations	Las Vegas Operations	Corporate and Other	Total
Operating income	\$ 93,347	\$ 58,502	\$ 17,272	\$ 169,121
Pre-opening costs	11,041	—	5,834	16,875
Depreciation and amortization	34,357	45,249	2,307	81,913
Property charges and other	1,461	(922)	(67)	472
Management and license fees	23,876	13,323	(37,199)	—
Corporate expense and other	5,291	5,135	6,412	16,838
Stock-based compensation	4,018	808	5,510	10,336
Equity in loss from unconsolidated affiliates	—	(58)	(69)	(127)
Adjusted Property EBITDA(1)	\$ 173,391	\$ 122,037	\$ —	\$ 295,428

Three Months Ended June 30, 2014				
	Macau Operations	Las Vegas Operations	Corporate and Other	Total
Operating income	\$ 217,710	\$ 97,424	\$ 26,208	\$ 341,342
Pre-opening costs	5,001	—	—	5,001
Depreciation and amortization	32,107	44,726	1,518	78,351
Property charges and other	2,033	67	—	2,100
Management and license fees	37,620	6,777	(44,397)	—
Corporate expense and other	10,946	10,379	10,584	31,909
Stock-based compensation	1,584	909	5,931	8,424
Equity in income from unconsolidated affiliates	—	142	156	298
Adjusted Property EBITDA(1)	\$ 307,001	\$ 160,424	\$ —	\$ 467,425

Three Months Ended June 30,			
	2015	2014	
Adjusted Property EBITDA(1)	\$ 295,428	\$ 467,425	
Pre-opening costs	(16,875)	(5,001)	
Depreciation and amortization	(81,913)	(78,351)	
Property charges and other	(472)	(2,100)	
Corporate expenses and other	(16,838)	(31,909)	
Stock-based compensation	(10,336)	(8,424)	
Interest income	1,498	5,505	
Interest expense, net of amounts capitalized	(75,236)	(81,765)	
Decrease in swap fair value	(1,114)	(4,653)	
Loss on extinguishment of debt	(3,839)	(2,254)	
Other	198	693	
Provision for income taxes	(13,298)	(764)	
Net income	77,203	258,402	
Less: net income attributable to noncontrolling interests	(20,743)	(54,496)	
Net income attributable to Wynn Resorts, Limited	\$ 56,460	\$ 203,906	

WYNN RESORTS, LIMITED AND SUBSIDIARIES
RECONCILIATION OF OPERATING INCOME TO ADJUSTED PROPERTY EBITDA AND ADJUSTED PROPERTY EBITDA TO NET INCOME
ATTRIBUTABLE TO WYNN RESORTS, LIMITED
(in thousands)
(unaudited)

Six Months Ended June 30, 2015				
	Macau Operations	Las Vegas Operations	Corporate and Other	Total
Operating income	\$ 224,293	\$ 106,102	\$ 23,785	\$ 354,180
Pre-opening costs	20,540	—	12,426	32,966
Depreciation and amortization	68,558	91,489	4,732	164,779
Property charges and other	1,695	1,109	172	2,976
Management and license fees	50,933	21,454	(72,387)	—
Corporate expense and other	11,279	11,098	20,103	42,480
Stock-based compensation	8,435	1,472	11,089	20,996
Equity in income (loss) from unconsolidated affiliates	—	(10)	80	70
Adjusted Property EBITDA(1)	\$ 385,733	\$ 232,714	\$ —	\$ 618,447

Six Months Ended June 30, 2014				
	Macau Operations	Las Vegas Operations	Corporate and Other	Total
Operating income	\$ 502,640	\$ 148,938	\$ 66,595	\$ 718,173
Pre-opening costs	8,074	—	—	8,074
Depreciation and amortization	63,266	88,716	3,028	155,010
Property charges and other	12,213	(179)	—	12,034
Management and license fees	82,375	12,496	(94,871)	—
Corporate expense and other	19,867	18,570	17,362	55,799
Stock-based compensation	2,894	1,935	7,516	12,345
Equity in income from unconsolidated affiliates	—	236	370	606
Adjusted Property EBITDA(1)	\$ 691,329	\$ 270,712	\$ —	\$ 962,041

Six Months Ended June 30,			
	2015	2014	
Adjusted Property EBITDA(1)	\$ 618,447	\$ 962,041	
Pre-opening costs	(32,966)	(8,074)	
Depreciation and amortization	(164,779)	(155,010)	
Property charges and other	(2,976)	(12,034)	
Corporate expenses and other	(42,480)	(55,799)	
Stock-based compensation	(20,996)	(12,345)	
Interest income	3,190	10,258	
Interest expense, net of amounts capitalized	(153,219)	(157,021)	
Decrease in swap fair value	(5,723)	(3,811)	
Loss on extinguishment of debt	(120,033)	(3,783)	
Other	1,331	396	
Provision for income taxes	(16,495)	(3,373)	
Net income	63,301	561,445	
Less: net income attributable to noncontrolling interests	(51,442)	(130,643)	
Net income attributable to Wynn Resorts, Limited	\$ 11,859	\$ 430,802	

WYNN RESORTS, LIMITED AND SUBSIDIARIES
SUPPLEMENTAL DATA SCHEDULE

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Macau Operations:				
VIP				
Average number of table games	247	263	250	271
VIP turnover	\$ 15,537,003	\$ 26,361,791	\$ 32,664,669	\$ 62,359,507
Table games win	\$ 453,203	\$ 771,152	\$ 933,568	\$ 1,774,388
VIP win as a % of turnover	2.92%	2.93%	2.86%	2.85%
Table games win per unit per day (a)	\$ 20,177	\$ 32,176	\$ 20,665	\$ 36,157
Mass market				
Average number of table games	223	192	218	202
Table drop (b)	\$ 1,193,916	\$ 1,429,987	\$ 2,474,260	\$ 2,799,783
Table games win	\$ 208,620	\$ 311,049	\$ 488,180	\$ 611,758
Table games win %	17.5%	21.8%	19.7%	21.9%
Table games win per unit per day (a)	\$ 10,274	\$ 17,852	\$ 12,339	\$ 16,722
Average number of slot machines	707	624	678	732
Slot machine handle	\$ 1,027,557	\$ 1,457,653	\$ 2,067,172	\$ 2,856,543
Slot machine win	\$ 51,138	\$ 65,983	\$ 98,916	\$ 135,420
Slot machine win per unit per day (c)	\$ 795	\$ 1,163	\$ 806	\$ 1,022
Room statistics				
Occupancy	96.4%	98.4%	96.9%	98.3%
ADR (d)	\$ 321	\$ 334	\$ 326	\$ 336
REVPAR (e)	\$ 310	\$ 329	\$ 316	\$ 330
Las Vegas Operations:				
Average number of table games	235	233	236	232
Table drop (b)	\$ 509,309	\$ 629,047	\$ 1,082,921	\$ 1,276,483
Table games win	\$ 99,313	\$ 172,054	\$ 234,992	\$ 305,788
Table games win %	19.5%	27.4%	21.7%	24.0%
Table games win per unit per day (a)	\$ 4,650	\$ 8,130	\$ 5,501	\$ 7,281
Average number of slot machines	1,868	1,837	1,861	1,851
Slot machine handle	\$ 712,147	\$ 706,870	\$ 1,474,331	\$ 1,450,668
Slot machine win	\$ 51,010	\$ 46,131	\$ 99,427	\$ 91,632
Slot machine win per unit per day (c)	\$ 300	\$ 276	\$ 295	\$ 274
Room statistics				
Occupancy	88.4%	88.4%	85.7%	88.1%
ADR (d)	\$ 289	\$ 283	\$ 286	\$ 279
REVPAR (e)	\$ 255	\$ 251	\$ 245	\$ 246

(a) Table games win per unit per day is shown before discounts and commissions, as applicable.

(b) In Macau, table drop is the amount of cash that is deposited in a gaming table's drop box plus cash chips purchased at the casino cage. In Las Vegas, table drop is the amount of cash and net markers issued that are deposited in a gaming table's drop box.

(c) Slot machine win per unit per day is calculated as gross slot win minus progressive accruals and free play.

- (d) ADR is average daily rate and is calculated by dividing total room revenue including the retail value of promotional allowances (less service charges, if any) by total rooms occupied including complimentary rooms.
- (e) REVPAR is revenue per available room and is calculated by dividing total room revenue including the retail value of promotional allowances (less service charges, if any) by total rooms available.

SOURCE:

Wynn Resorts, Limited

CONTACT:

Mark Strawn

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investorrelations@wynnresorts.com

REGISTER OF ACTIONS

CASE NO. A-12-654522-B

Kazuo Okada, Plaintiff(s) vs. Wynn Resorts Limited,
Defendant(s)

§
§
§
§
§
§

Case Type: **Business Court**
Subtype: **NRS Chapters 78-89**
Date Filed: **01/11/2012**
Location: **Department 11**
Cross-Reference Case Number: **A654522**

PARTY INFORMATION

Defendant	Wynn Resorts Limited	Lead Attorneys Kirk Banks Lenhard <i>Retained</i> 702-382-2101(W)
Plaintiff	Okada, Kazuo	Bryce K. Kunitomo <i>Retained</i> 702222500(W)

EVENTS & ORDERS OF THE COURT

	OTHER EVENTS AND HEARINGS
01/11/2012	Case Opened
01/11/2012	Discovery Heard by Department/Deemed Complex
01/11/2012	Complaint (Business Court) <i>Petition for a Writ of Mandamus</i>
01/11/2012	Affidavit in Support Affidavit of Charles H. McCrea, Jr. in Support of Petition for a Writ of Mandamus and Motion for Expedited Consideration
01/11/2012	Memorandum <i>Memorandum of Law in Support of Petition for a Writ of Mandamus</i>
01/11/2012	Ex Parte Motion <i>Exparte Motion for Expedited Consideration of Issuance of Alternative Writ of Mandamus</i>
01/12/2012	Motion (1:00 PM) (Judicial Officer Gonzalez, Elizabeth) Parties Present Minutes Result: Matter Heard
01/12/2012	Notice of Appearance <i>Notice of Appearance</i>
01/12/2012	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
01/12/2012	Motion to Associate Counsel <i>Motion to Associate Counsel - Gidon Menahem Caine</i>
01/13/2012	Writ of Mandamus Alternative Writ of Mandamus
01/13/2012	Affidavit of Service Affidavit of Service
01/20/2012	Consent to Service By Electronic Means <i>Consent to Service by Electronic Means</i>
01/25/2012	Motion to Associate Counsel <i>Motion to Associate Counsel - Steven Morse Collins</i>
01/26/2012	Certificate of Service <i>Certificate of Service</i>
01/27/2012	Opposition <i>Respondent's Opposition To Petition For A Writ Of Mandamus</i>
01/30/2012	Motion to Associate Counsel <i>Motion to Associate Robert L. Shapiro as Counsel on Order Shortening Time</i>
01/30/2012	Receipt of Copy <i>Receipt of Copy</i>
01/31/2012	Motion for Protective Order <i>Respondent Wynn Resorts, Limited's Motion for Protective Order on Order Shortening Time</i>
01/31/2012	Motion to Associate Counsel

01/31/2012 *Application for Order Shortening Time for Hearing on Petitioner's Motions to Associate Counsel*
Receipt of Copy
Receipt of Copy of Respondent Wynn Resorts, Limited's Motion for Protective Order on Order Shortening Time

02/02/2012 **Motion to Associate Counsel** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Deft's motion to Associate Robert L. Shapiro as Counsel on Order Shortening Time

02/02/2012 **Motion for Protective Order** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Respondent Wynn Resorts, Limited's Motion for Protective Order on Order Shortening Time

02/02/2012 **Motion to Associate Counsel** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Application for Order Shortening Time for Hearing on Petitioner's Motions to Associate Counsel

02/02/2012 **All Pending Motions** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
Result: Granted

02/02/2012 **Order Admitting to Practice**
Order Admitting To Practice - Robert L. Shapiro Esq

02/02/2012 **Order Admitting to Practice**
Order Admitting to Practice - Gidon M Caine Esq

02/02/2012 **Order Admitting to Practice**
Order Admitting to Practice - Steven Morse Collins Esq

02/02/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting To Practice Gidon M. Caine

02/02/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Steven Morse Collins

02/02/2012 **Answer**
Respondent Wynn Resorts, Limited's Verified Answer To Petition For Writ Of Mandamus

02/02/2012 **Notice of Entry of Order**
Notice of Entry of Order

02/03/2012 **Reply in Support**
Petitioner's Reply Memorandum of Law in Support of Petition for a Writ of Mandamus

02/06/2012 **Proof of Compliance**
Proof of Compliance (Gidon M. Caine)

02/06/2012 **Proof of Compliance**
Proof of Compliance (Steven M. Collins)

02/07/2012 **Telephonic Conference** (1:00 PM) (Judicial Officer Gonzalez, Elizabeth)
Status Check Re: Media Request
Minutes
Result: Matter Heard

02/07/2012 **Response**
Response to Notification of Media Request

02/08/2012 **Telephonic Conference** (1:45 PM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
Result: Matter Heard

02/08/2012 **Order**
Protective Order

02/08/2012 **Notice of Entry of Order**
Notice of Entry of Protective Order

02/09/2012 **At Request of Court** (9:00 AM) (Judicial Officer Gonzalez, Elizabeth)
02/09/2012, 03/08/2012
At the Request of the Court: Argument on Writ of Mandamus
Parties Present
Minutes
02/23/2012 Reset by Court to 03/08/2012
Result: Matter Continued

02/09/2012 **Receipt of Copy**
Receipt of Copy of Supplement to Respondent's Opposition to Petition for a Writ of Mandamus

02/09/2012 **Filed Under Seal**
Supplement to Respondent's Opposition to Petition for a Writ of Mandamus

02/13/2012 **Transcript of Proceedings**
Transcript of Proceedings Hearing on Petition For Writ of Mandamus February 9, 2012

02/16/2012 **Media Request and Order**
Media Request And Order For Camera Access To Court Proceedings

02/17/2012 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)

	<u>Minutes</u>
02/28/2012	Result: Matter Heard Motion to Associate Counsel (9:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Pltf's Motion to Associate Counsel</i>
	<u>Parties Present</u>
	<u>Minutes</u>
02/28/2012	Result: Matter Heard Order Admitting to Practice <i>Order Admitting to Practice - Steven Morse Collins Esq</i>
03/07/2012	Supplement to Opposition <i>Wynn Resorts, Limited's Second Supplement To Respondent's Opposition To Petition For A Writ Of Mandamus</i>
03/07/2012	Certificate of Service <i>Certificate of Service</i>
03/07/2012	Supplement <i>Supplemental Submission in Support of Petition for a Writ of Mandamus and Opposition to Motion for a Stay</i>
03/09/2012	Notice of Compliance <i>Notice Of Compliance With March 8, 2012 Court Direction</i>
03/13/2012	Transcript of Proceedings <i>Transcript Of Proceedings Hearing At Request Of The Court: Argument On Writ Of Mandamus March 8, 2012</i>
04/03/2012	Order to Statistically Close Case <i>Civil Order To Statistically Close Case</i>
04/10/2012	Media Request and Order <i>Media Request and Order For Camera Access to Court Proceedings</i>
05/03/2012	Motion to Amend <i>Motion on Order Shortening Time to Amend Petition for Writ of Mandamus</i>
05/04/2012	Errata <i>Errata to Motion on Order Shortening Time to Amend Petition for Writ of Mandamus</i>
05/16/2012	Opposition to Motion <i>Wynn Resorts, Limited's Opposition to Kazuo Okada's Motion on Order Shortening Time to Amend Petition for Writ of Mandamus</i>
05/16/2012	Notice of Appearance <i>Notice of Appearance</i>
05/17/2012	Motion to Amend (9:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Pltf's Motion on Order Shortening Time to Amend Petition for Writ of Mandamus</i>
	<u>Parties Present</u>
	<u>Minutes</u>
05/23/2012	Result: Granted Transcript of Proceedings <i>Transcript of Proceedings Hearing on Plaintiff's Motion to Amend Petition for Writ of Mandamus May 17, 2012</i>
05/25/2012	Amended Petition <i>First Amended Petition for Writ of Mandamus</i>
05/30/2012	Answer <i>Respondent Wynn Resorts, Limited's Verified Answer to First Amended Petition for Writ of Mandamus</i>
06/08/2012	Supplement <i>Supplemental Submission in Support of First Amended Petition for a Writ of Mandamus</i>
06/18/2012	Motion <i>Wynn Resorts, Limited's Expedited Motion for Leave to Depose Kazuo Okada; Order Shortening Time</i>
06/19/2012	Notice of Hearing <i>Notice of Hearing</i>
06/26/2012	Memorandum <i>Status Memorandum</i>
06/27/2012	Opposition <i>Memorandum of Points and Authorities in Opposition to Wynn Resorts, Limited's Expedited Motio for Leave to Depose Kazuo Okada and Alternative Counter-Motion for Leave to Depose the Wynn Resorts Directors</i>
06/27/2012	Appendix <i>Appendix to Memorandum of Points and Authorities in Opposition to Wynn Resorts, Limited's Expedited Motion for Leave to Depose Kazuo Okada and Alternative Counter-Motion for Leave to Depose the Wynn Resorts Directors</i>
06/27/2012	Memorandum <i>Response to Wynn Resort's Status Report</i>
06/28/2012	Decision (9:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>/ARGUMENT: REASONABLENESS OF REQUEST AND RELATIONSHIP TO THE DUTIES AS A DIRECTOR</i>
06/28/2012	Motion for Leave (9:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Wynn Resorts, Limited's Expedited Motion for Leave to Depose Kazuo Okada; Order Shortening Time</i>
06/28/2012	All Pending Motions (9:00 AM) (Judicial Officer Gonzalez, Elizabeth) <u>Parties Present</u>

	<u>Minutes</u>
	Result: Granted
07/05/2012	Transcript of Proceedings <i>Transcript of Proceedings Hearing on Motions June 28, 2012</i>
07/17/2012	Notice of Appearance <i>Notice of Appearance of Counsel</i>
07/17/2012	Notice of Appearance <i>Notice of Appearance of Counsel</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (Howard M. Privette, II)</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (William F. Sullivan)</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (John S. Durrant)</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (Paul M. Spagnoletti)</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (Linda Chatman Thomsen)</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (Greg D. Andres)</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (Gina M. Cora)</i>
07/20/2012	Motion to Associate Counsel <i>Motion to Associate Counsel (Jami S. Johnson)</i>
07/27/2012	Certificate of Service <i>Certificate of Service</i>
07/27/2012	Substitution of Attorney <i>Substitution of Attorneys</i>
08/22/2012	Stipulation and Order <i>Stipulation and Order Regarding Supplemental Briefing and Hearing</i>
08/22/2012	Order <i>Order Regarding Wynn Resorts, Limited's Motion for Leave to Depose Kazuo Okada</i>
08/23/2012	Notice of Entry of Order <i>Notice of Entry of Stipulation and Order Regarding Supplemental Briefing and Hearing</i>
08/23/2012	Notice of Entry of Order <i>Notice of Entry of Order Regarding Wynn Resorts, Limited's Motion for Leave to Depose Kazuo Okada</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (Howard M. Privette, II)</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (William F. Sullivan)</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (John S. Durrant)</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (Paul M. Spagnoletti)</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (Linda Chatman Thomsen)</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (Greg D. Andres)</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (Gina M. Cora)</i>
08/24/2012	Motion to Associate Counsel (3:00 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Motion to Associate Counsel (Jami S. Johnson)</i>
08/24/2012	All Pending Motions (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
	<u>Minutes</u>
	Result: Granted
08/28/2012	Order Admitting to Practice <i>Order Admitting to Practice Paul M. Spagnoletti</i>
08/28/2012	Order Admitting to Practice <i>Order Admitting to Practice Jami S. Johnson</i>
08/28/2012	Order Admitting to Practice <i>Order Admitting to Practice Gina M. Cora</i>
08/28/2012	Order Admitting to Practice <i>Order Admitting to Practice Greg D. Andres</i>
08/28/2012	Order Admitting to Practice

08/28/2012 *Order Admitting to Practice Linda Chatman Thomsen*
Order Admitting to Practice
Order Admitting to Practice John S. Durrant

08/28/2012 **Order Admitting to Practice**
Order Admitting to Practice Howard M. Privette, II

08/28/2012 **Order Admitting to Practice**
Order Admitting to Practice William F. Sullivan

08/29/2012 **Motion to Associate Counsel**
Motion to Associate Counsel (Daniel Scott Carlton)

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice William F. Sullivan

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice John S. Durrant

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Greg D. Andres

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Howard M. Privette, II

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Paul M. Spagnoletti

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Linda Chatman Thomsen

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Gina M. Cora

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Jami S. Johnson

09/21/2012 **Motion to Associate Counsel**
Motion to Associate Counsel (Gina Caruso)

09/28/2012 **Supplement to Opposition**
Wynn Resorts, Limited's Supplemental Brief in Opposition to First Amended Petition for a Writ of Mandamus

10/01/2012 **Reply**
Reply to Wynn Resorts, Limited's Supplemental Brief in Opposition to First Amended Petition for a Writ of Mandamus

10/01/2012 **Receipt of Copy**
Receipt of Copy

10/02/2012 **Hearing** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
Hearing, Re: Reasonableness

10/02/2012 **Petition for Writ of Mandamus** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)

10/02/2012 **All Pending Motions** (8:30 AM) (Judicial Officer Gonzalez, Elizabeth)
Parties Present
Minutes
 Result: Matter Heard

10/03/2012 **Order Admitting to Practice**
Order Admitting to Practice (Daniel Scott Carlton)

10/03/2012 **Order Admitting to Practice**
Order Admitting to Practice (Gina Caruso)

10/05/2012 **CANCELED Motion to Associate Counsel** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Vacated - per Judge
Motion to Associate Counsel (Daniel Scott Carlton)

10/11/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Gina Caruso

10/15/2012 **Order**
Order On First Amended Petition For Writ Of Mandamus

10/15/2012 **Notice of Entry of Order**
Notice of Entry of Order on First Amended Petition for Writ of Mandamus

10/16/2012 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Daniel Scott Carlton

10/16/2012 **Notice of Compliance**
Notice of Compliance

10/17/2012 **Transcript of Proceedings**
Transcript Of Proceedings Petition For Writ Of Mandamus October 2, 2012

11/02/2012 **CANCELED Motion to Associate Counsel** (3:00 AM) (Judicial Officer Gonzalez, Elizabeth)
Vacated - per Judge
Motion to Associate Counsel (Gina Caruso)

11/02/2012 **Motion to Compel**
Petitioner's Motion To Compel And Request To Depose Wynn Resorts' Nrcp 30(B)(6) Representative On An Order Shortening Time

11/05/2012 **Certificate of Service**
Certificate of Electronic Service

11/07/2012	Opposition to Motion to Compel <i>Wynn Resorts, Limited's Opposition to Kazuo Okada's Motion to Compel and Request to Depose Wynn Resorts' NRCP 30(b)(6) Representative on an Order Shortening Time</i>
11/08/2012	Motion to Compel (8:30 AM) (Judicial Officer Gonzalez, Elizabeth) <i>Petitioner's Motion To Compel And Request To Depose Wynn Resorts' Nrcp 30(B)(6) Representative On An Order Shortening Time</i> <u>Parties Present</u> <u>Minutes</u> Result: Matter Heard
11/13/2012	Transcript of Proceedings <i>Transcript Of Proceedings Hearing On Motion To Compel 30(b)(6) Deposition November 8, 2012</i>
11/15/2012	Notice of Withdrawal <i>Notice of Withdrawal of Attorneys</i>
11/26/2012	Order Denying Motion <i>Order Denying Petitioner Kazuo Okada's Motion to Compel and Request to Depose Wynn Resorts' NRCP 30(b)(6) Representative</i>
11/26/2012	Notice of Entry of Order <i>Notice of Entry of Order Denying Motion to Compel and Request to Depose</i>
01/21/2013	Notice of Withdrawal of Attorney <i>Notice of Withdrawal of Attorneys</i>
04/28/2014	Substitution of Attorney <i>Substitution of Counsel</i>
01/12/2015	Notice of Change of Firm Name <i>Notice of Change of Firm Name</i>

FINANCIAL INFORMATION

Defendant Wynn Resorts Limited			
Total Financial Assessment			1,724.50
Total Payments and Credits			1,724.50
Balance Due as of 08/03/2015			0.00
01/12/2012	Transaction Assessment		1,483.00
01/12/2012	Wiznet	Receipt # 2012-04799-CCCLK	Wynn Resorts Limited (1,483.00)
01/30/2012	Transaction Assessment		3.50
01/30/2012	Wiznet	Receipt # 2012-13425-CCCLK	Wynn Resorts Limited (3.50)
02/02/2012	Transaction Assessment		3.50
02/02/2012	Wiznet	Receipt # 2012-15368-CCCLK	Wynn Resorts Limited (3.50)
02/02/2012	Transaction Assessment		231.00
02/02/2012	Payment (Window)	Receipt # 2012-15390-CCCLK	WYNN RESORTS (231.00)
02/02/2012	Transaction Assessment		3.50
02/02/2012	Wiznet	Receipt # 2012-15629-CCCLK	Wynn Resorts Limited (3.50)
Plaintiff Okada, Kazuo			
Total Financial Assessment			2,540.50
Total Payments and Credits			2,540.50
Balance Due as of 08/03/2015			0.00
01/11/2012	Transaction Assessment		1,530.00
01/11/2012	Wiznet	Receipt # 2012-04341-CCCLK	Okada, Kazuo (1,530.00)
02/07/2012	Transaction Assessment		117.00
02/07/2012	Payment (Window)	Receipt # 2012-17757-CCCLK	MOON CAPITAL (117.00)
02/27/2012	Transaction Assessment		21.00
02/27/2012	Payment (Window)	Receipt # 2012-25557-CCCLK	MOON CAPITAL MANAGEMENT, LP (21.00)
03/08/2012	Transaction Assessment		216.00
03/08/2012	Payment (Window)	Receipt # 2012-30982-CCCLK	MICHELE KANE (216.00)
03/08/2012	Transaction Assessment		12.00
03/08/2012	Payment (Window)	Receipt # 2012-31033-CCCLK	Review Journal (12.00)
04/03/2012	Transaction Assessment		8.00
04/03/2012	Payment (Window)	Receipt # 2012-43240-CCCLK	MICHELE KANE (8.00)
04/17/2012	Transaction Assessment		15.00
04/17/2012	Payment (Window)	Receipt # 2012-49252-CCCLK	MOON CAPITAL MANAGMENT, LP (15.00)
04/28/2014	Transaction Assessment		3.50
04/28/2014	Wiznet	Receipt # 2014-49181-CCCLK	Okada, Kazuo (3.50)

05/09/2012	Transaction Assessment			163.00
05/09/2012	Payment (Window)	Receipt # 2012-60083-CCCLK	Valerie C. Miller	(163.00)
05/09/2012	Transaction Assessment			19.00
05/09/2012	Payment (Window)	Receipt # 2012-60164-CCCLK	BLOOMBERG NEWS	(19.00)
08/01/2012	Transaction Assessment			136.00
08/01/2012	Payment (Window)	Receipt # 2012-96251-CCCLK	JONATHAN D. ESTREICH	(136.00)
08/01/2012	Transaction Assessment			300.00
08/01/2012	Payment (Window)	Receipt # 2012-96255-CCCLK	JONATHAN D. ESTREICH	(300.00)