

IN THE SUPREME COURT OF THE STATE OF NEVADA

WYNN RESORTS LIMITED,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK; AND THE
HONORABLE ELIZABETH
GONZALEZ, DISTRICT JUDGE,
DEPT. XI,

Respondent,

and

KAZUO OKADA, UNIVERSAL
ENTERTAINMENT CORP.
AND ARUZE USA, INC..

Real Parties in Interest.

Case No. _____

Electronically Filed
Jul 20 2015 10:57 a.m.

Tracie K. Lindeman
Clerk of Supreme Court

**APPENDIX IN SUPPORT OF
PETITIONER WYNN RESORTS
LIMITED'S PETITION FOR
WRIT OF PROHIBITION OR
ALTERNATIVELY, MANDAMUS**

VOLUME 5 OF 17

DATED this 17th day of July, 2015.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice

James J. Pisanelli, Esq., Bar No. 4027

Todd L. Bice, Esq., Bar No. 4534

Debra L. Spinelli, Esq., Bar No. 9695

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Attorneys for Petitioner Wynn Resorts, Limited

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 17th day of July, 2015, I electronically filed and served by electronic mail and United States Mail a true and correct copy of the above and foregoing **APPENDIX IN SUPPORT OF PETITIONER WYNN RESORTS LIMITED'S PETITION FOR WRIT OF PROHIBITION OR ALTERNATIVELY, MANDAMUS** properly addressed to the following:

SERVED VIA U.S. MAIL

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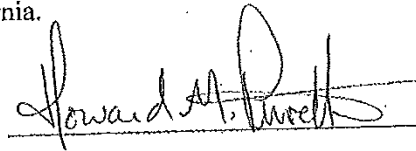
SERVED VIA HAND-DELIERY

The Honorable Elizabeth Gonzalez
Eighth Judicial District court, Dept. XI
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Cinda Towne
An employee of PISANELLI BICE PLLC

1 [http://www.post-gazette.com/stories/local/state/attorney-amendments-to-penn-states-freeh-report-](http://www.post-gazette.com/stories/local/state/attorney-amendments-to-penn-states-freeh-report-disconcerting-646047/)
2 [disconcerting-646047/](http://www.post-gazette.com/stories/local/state/attorney-amendments-to-penn-states-freeh-report-disconcerting-646047/).

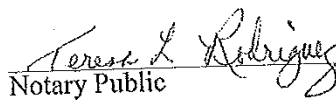
3
4 I affirm under penalty of perjury under the laws of the State of Nevada that the
5 foregoing is true and correct to the best of my knowledge and belief. This affidavit is executed on
6 September 27, 2012, at Los Angeles, California.

7
8 

9 Howard M. Privette

10 State of California
11 County of Los Angeles

12 Subscribed and sworn to before me on this 27th day
13 of September, 2012, by Howard M. Privette, proved to me
14 on the basis of satisfactory evidence to be the person
15 who appeared before me.

16
17 
18 Notary Public

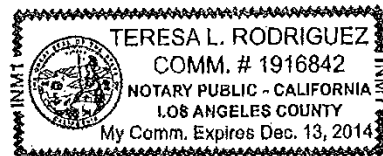


EXHIBIT U

Aruze USA, Inc.
745 Grier Drive, Las Vegas, Nevada 89119



August 31, 2012

Via Messenger, E-Mail, and Mail (Certified Return Receipt Requested)

Ms. Kim Sinatra
Senior Vice President,
General Counsel and Secretary
Wynn Resorts, Limited
3131 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Dear Ms. Sinatra:

Pursuant to Section 2.13 of the Bylaws ("**Section 2.13**") of Wynn Resorts, Limited (the "**Company**"), Aruze USA, Inc. ("**Aruze**") hereby provides you with notice of its intent to nominate Professor Jonathan Macey and Mr. Fredric G. Reynolds (collectively, the "**Nominees**" and each a "**Nominee**") for election to Class I of the board of directors of the Company (the "**Board**") at the Company's 2012 Annual Meeting of Stockholders to be held on November 2, 2012 in Las Vegas, Nevada (the "**Meeting**"):

Information About Aruze

In accordance with Section 2.13, we hereby advise you of the following information with respect to Aruze:

- Aruze's address is 745 Grier Drive Las Vegas, Nevada 89119; and
- Aruze beneficially owns 24,549,222 shares of the Company's Common Stock, \$.01 par value (the "**Aruze Shares**").¹

Aruze represents that it is a holder of record of stock of the Company, and we have attached as Exhibit A copies of three stock certificates that evidence Aruze's record ownership of the Aruze Shares. Aruze represents that it is entitled to vote the Aruze Shares at the Meeting and a representative of Aruze intends to appear in person or by proxy at the Meeting to nominate the Nominees.

Arrangements or Understandings Between Aruze and the Nominees

Other than as set forth in this letter, there are no arrangements or understandings (i) between Aruze and any of the Nominees or any other person or persons pursuant to which the nominations are to be made by Aruze or (ii) between any of the Nominees and any other person

¹ Aruze believes the Company's purported redemption of the Aruze Shares on February 18, 2012 is contrary to law and will be determined void *ab initio* pursuant to the pending litigation between, among others, Aruze and the Company.

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August 31, 2012
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or persons pursuant to which such Nominee was or is to be selected as a director or nominee. Aruze has entered into letter agreements with each of the Nominees (the "Letter Agreements") pursuant to which, among other things:

- each Nominee has agreed to be named as a nominee for election as a director at the Meeting and to provide all information required in that regard;
- each Nominee has agreed that, if elected or appointed to the Board, to serve as a director of the Company and in that capacity to act in the best interests of Wynn Resorts and its stockholders and to exercise his independent judgment in accordance with his fiduciary duties in all matters that come before the Board;
- each Nominee has agreed that he is not an employee or an agent or otherwise a representative of Aruze or its affiliates, and that he is independent of Aruze and its affiliates, and that, if elected or appointed, he will in no way be controlled by or act at the direction of Aruze or its affiliates;
- Aruze has agreed to pay each Nominee a one-time payment of \$50,000 upon the first public dissemination by Aruze of such Nominee's name;
- Aruze has agreed to reimburse each Nominee for (A) all reasonable expenses incurred in the performance of his responsibilities as a Nominee and (B) reasonable fees and expenses of independent legal counsel to advise on legal obligations associated with serving as a Nominee, other than the negotiation of the Letter Agreements; and
- Aruze has agreed to provide the Nominees with customary indemnification for any and all losses, claims damages, liabilities, judgments, costs and expenses arising out of or based upon being a Nominee, subject to certain exceptions.

The Letter Agreements are attached hereto as Exhibit B.

Information Relating to the Nominees

Please note that each of the Nominees is independent of the Company, Aruze and any of Aruze's affiliates (including Company founder and Board member, Mr. Kazuo Okada) and each would qualify as independent under Rule 5605 of the Nasdaq Listing Rules. Each Nominee's signed consent to serve as a director of the Company if elected and to file an application for licensing or finding of suitability, if the Nevada Gaming Commission or other gaming authority shall so require or the Board deems it necessary or advisable, is attached hereto as Exhibit C. Set forth below is additional information required by Section 2.13 for each of the Nominees.

Professor Jonathan Macey

Professor Macey is 57 and has enjoyed a long and distinguished career as a professor of law with a focus on corporate law, corporate governance, securities law and finance. Professor Macey has for more than the last five years been the Sam Harris Professor of Corporate Law, Corporate Finance and Securities Law at Yale University, and a professor in the Yale School of Management. He is also member of the Faculty Advisory Group, of the Yale Center for Corporate Governance and Performance, a Member of the Board of Directors of the Yale Law School Center for the Study of Corporate Governance, a member of the Faculty Advisory Group

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of Yale's Millstein Center for Corporate Governance and Performance and is Chair of the Yale University Advisory Committee on Investor Responsibility. Professor Macey has been a visiting professor at the University of Tokyo, the University of Amsterdam and the Stockholm School of Economics. He is widely published in the fields of corporate law and corporate governance. Mr. Macey has served on a number of boards of directors, including the board of WCI Communities, Inc., a fully integrated homebuilding and real estate services company, from August 2007 to November 2009, where he was a member of the audit committee and the nominating and corporate governance committee. WCI was a public company prior to its deregistration under the Securities Exchange Act 1934 in March 2009. Professor Macey would bring to the board a unique and studied perspective on corporate governance and corporate law, representing an important source of legal knowledge and current thinking on governance issues that would certainly enhance the board's consideration and execution of its duties.

Mr. Macey has consented to join the Board if he is elected. Mr. Macey does not "beneficially own" (as defined in Section 2.13), or otherwise hold, any shares of the Company's stock. None of the companies Mr. Macey has been employed by or managed is a parent, subsidiary or other affiliate of the Company, and Mr. Macey does not have any familial relationships with any of the Company's current directors, executive officers or any candidates being nominated or chosen to become directors or executive officers of the Company. He has not, during the past ten years, been involved in any legal proceedings, including those required to be disclosed by Item 401(f) of Regulation S-K (nor has any other event occurred with respect to Mr. Macey that would be required to be disclosed by Item 401(f) of Regulation S-K). In addition, there is no material proceeding to which Mr. Macey or any associate of Mr. Macey is a party adverse to the Company or any of its subsidiaries or has a material interest adverse to the Company or any of its subsidiaries, nor does Mr. Macey have a direct or indirect material interest in any transaction since January 1, 2010, or any currently proposed transaction in which the Company or any of its subsidiaries was or is to be a participant.

Mr. Fredric G. Reynolds

Mr. Reynolds is 61 has enjoyed a long career in the consumer products industry and, from 1994 to his retirement in August 2009, as chief financial officer of large U.S. public companies. Mr. Reynolds served as Executive Vice President and Chief Financial Officer of CBS Corporation, a mass media company, from January 2006 until his retirement in August 2009. From 2001 until 2006, Mr. Reynolds served as President and Chief Executive Officer of Viacom Television Stations Group and Executive Vice President and Chief Financial Officer of the businesses that comprised Viacom Inc. He also served as Executive Vice President and Chief Financial Officer of CBS Corporation and its predecessor, Westinghouse Electric Corporation, from 1994 to 2000. Prior to that, Mr. Reynolds served in various capacities with PepsiCo, Inc., a food and beverage company, for twelve years, including Chief Financial Officer or Financial Officer at Pizza Hut, Pepsi Cola International, Kentucky Fried Chicken Worldwide and Frito-Lay. Mr. Reynolds currently serves on the boards of two large public companies, Kraft Foods, Inc., where he has been a director since 2007 and currently serves as chair of the audit committee and member of the finance committee, and AOL, Inc., where he has been a director since 2009 and currently serves as lead director and as a member of the audit, finance, and nominating and governance

Ms. Kim Sinatra
August 31, 2012
Page 4



committees and chairs the executive committee. Mr. Reynolds also serves on the board of directors of Metro-Goldwyn-Mayer Studios Inc., a privately held company. From March 2010 to April, 2011, Mr. Reynolds served as non-executive chairman of the board of directors of The Reader's Digest Association, Inc., a privately held media and direct marketing company. Mr. Reynolds is a certified public accountant in the State of Florida and is qualified as a "financial expert" under the relevant Nasdaq and SEC rules. Mr. Reynolds' extensive financial and accounting experience as a CFO, combined with his leadership roles on the boards of two large public companies would make him an excellent addition to the Board. Given the Company's strategy of growth over the coming years, the Board would benefit greatly from someone with Mr. Reynolds' mix of financial and governance experience.

Mr. Reynolds has consented to join the Board if he is elected. Mr. Reynolds does not "beneficially own" (as defined in Section 2.13), or otherwise hold, any shares of the Company's stock. None of the companies Mr. Reynolds has been employed by or managed is a parent, subsidiary or other affiliate of the Company, and Mr. Reynolds does not have any familial relationships with any of the Company's current directors, executive officers or any candidates being nominated or chosen to become directors or executive officers of the Company. He has not, during the past ten years, been involved in any legal proceedings, including those required to be disclosed by Item 401(f) of Regulation S-K (nor has there any other event occurred with respect to Mr. Reynolds that would be required to be disclosed by Item 401(f) of Regulation S-K). In addition, there is no material proceeding to which Mr. Reynolds or any associate of Mr. Reynolds is a party adverse to the Company or any of its subsidiaries or has a material interest adverse to the Company or any of its subsidiaries, nor does Mr. Reynolds have a direct or indirect material interest in any transaction since January 1, 2010, or any currently proposed transaction in which the Company or any of its subsidiaries was or is to be a participant.

* * *

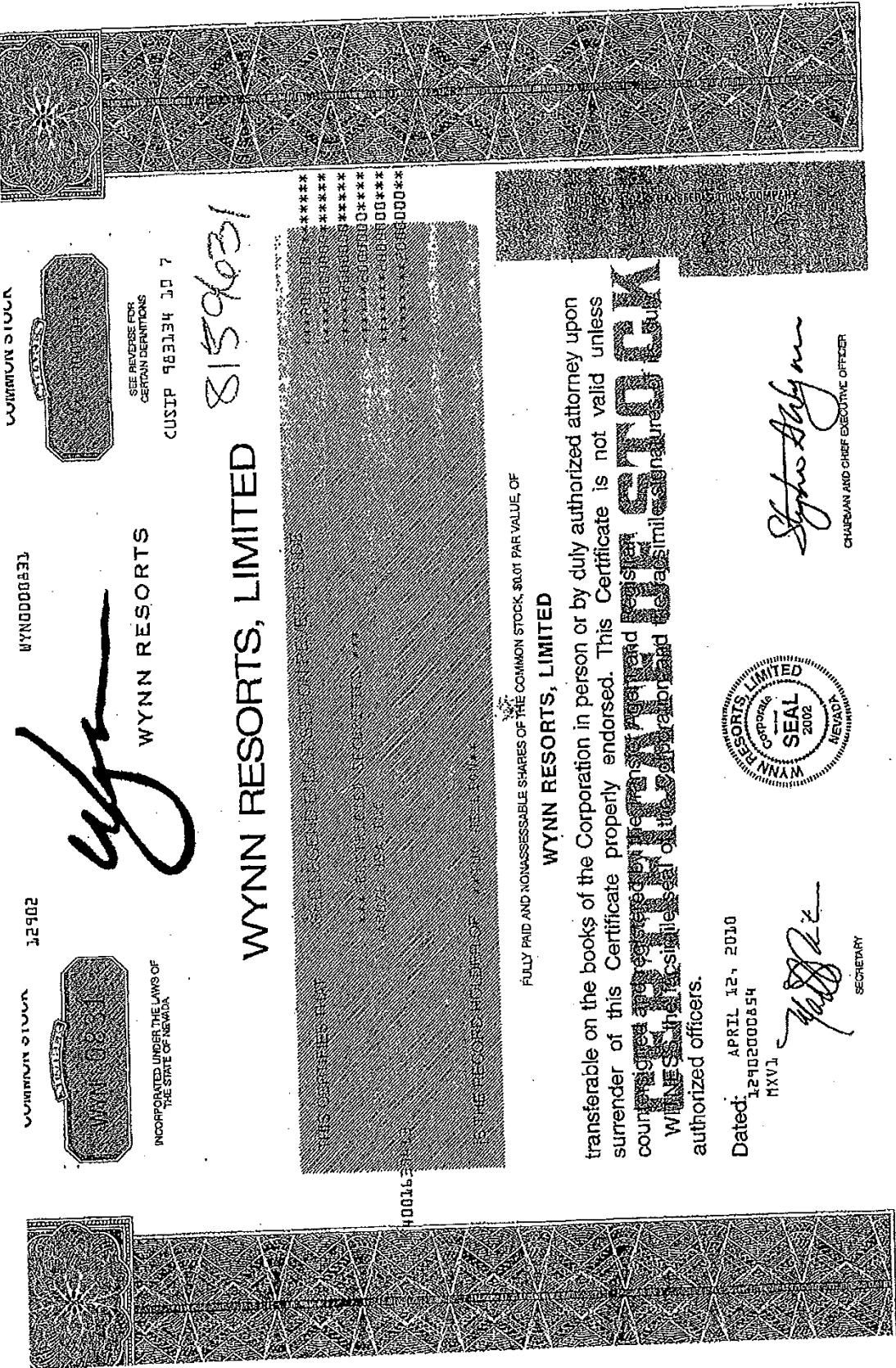
Please direct all questions to Barry A. Brooks (212-318-6077) of Paul Hastings LLP or Will Aaronson (212-450-4736) of Davis Polk & Wardwell LLP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kazuo Okada', written over a horizontal line.

Aruze USA, Inc.
By Kazuo Okada President

EXHIBIT A-- STOCK CERTIFICATES FOR ARUZE SHARES



COMMON STOCK



SEE REVERSE FOR
CERTAIN DEFINITIONS

CUSIP 983134 30 7

8159631

WYNN0000331

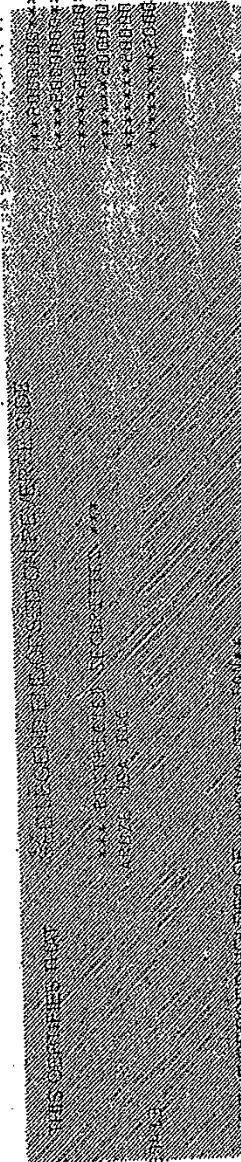
12902



INCORPORATED UNDER THE LAWS OF
THE STATE OF NEVADA

WYNN RESORTS

WYNN RESORTS, LIMITED



FULLY PAID AND NONASSESSABLE SHARES OF THE COMMON STOCK, \$0.01 PAR VALUE, OF

WYNN RESORTS, LIMITED

transferable on the books of the Corporation in person or by duly authorized attorney upon
surrender of this Certificate properly endorsed. This Certificate is not valid unless
countersigned and registered by the Secretary and Treasurer of the Corporation and
witnessed by the President or a Vice President of the Corporation and a similar signature
authorized officers.

Dated: APRIL 12, 2010
129020000554
MXV1

Signature
CHAIRMAN AND CHIEF EXECUTIVE OFFICER



Signature
SECRETARY

COMMON STOCK

12902

WYNN0000358

COMMON STOCK



INCORPORATED UNDER THE LAWS OF
THE STATE OF NEVADA

WYNN RESORTS

SEE REVERSE FOR
CERTAIN DEFINITIONS

CUSIP 953134 10 7

WYNN RESORTS, LIMITED

FULLY PAID AND NONASSESSABLE SHARES OF THE COMMON STOCK, \$0.01 PAR VALUE, OF

WYNN RESORTS, LIMITED

transferable on the books of the Corporation in person or by duly authorized attorney upon
surrender of this Certificate properly endorsed. This Certificate is not valid unless
countersigned and registered by the Transfer Agent and Registrar
WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly
authorized officers.

MAY 09, 2005

Dated:

12902000264
MXVL



[Signature]

SECRETARY

[Signature]

CHAIRMAN AND CHIEF EXECUTIVE OFFICER

EXHIBIT B -- LETTER AGREEMENTS

ARUZE, USA, INC.
745 GRIER DRIVE
LAS VEGAS, NEVADA 89119

January 10, 2012

Jonathan Macey
Yale Law School
127 Wall Street
New Haven, Connecticut 06511
United States of America

Dear Mr. Macey:

Aruze USA, Inc., a Nevada corporation ("Aruze"), intends to submit nominees to be elected as members of the Wynn Resorts, Limited, a Nevada Corporation, ("Wynn Resorts") Board of Directors (the "Wynn Resorts Board") in connection with the next Wynn Resorts annual meeting of stockholders pursuant to the Amended and Restated Stockholders Agreement dated January 6, 2010 among Aruze, Stephen A. Wynn and Elaine P. Wynn (the "Nomination"). Aruze may also submit a notice of nomination under Wynn Resorts' bylaws and may solicit proxies for, among other things, the election of members to the Wynn Board in connection with the next Wynn Resorts annual meeting of stockholders or other meeting for such purpose (the "Proxy Contest").

This letter agreement is with reference to your agreement to be nominated by Aruze (as such, a "Nominee") for election to the Wynn Resorts Board.

A. Agreement as Nominee.

(a) You irrevocably agree: (i) to be named as a Nominee in any and all solicitation or other materials prepared by Aruze in connection with the Nomination and/or Proxy Contest, (ii) to provide all information as may be reasonably requested from time to time by Aruze (including, without limitation, all information required under federal securities laws or by Wynn Resorts' bylaws and applicable policies, and all other information necessary for any materials prepared by Aruze in connection with the Nomination, the Proxy Contest and/or a proxy statement by Wynn Resorts (each a "Proxy Statement")), and (iii) that your agreement to be a Nominee, and the information referred to above, may be disclosed by Aruze, in its Nomination and/or Proxy Contest materials or otherwise or by Wynn Resorts in a Proxy Statement or otherwise. You represent that the information provided by you or on your behalf to Aruze, including in your completed questionnaire from Aruze (the "Questionnaire") relating to your being a Nominee, is true and complete and does not omit any material information. You agree that you will promptly provide Aruze with (x) any updates to the information you have previously provided under paragraph (a)(ii) of this Section A and your representations in the Questionnaire, and (y) such additional information as may reasonably be requested by Aruze. Notwithstanding the foregoing, you can terminate your agreement to be so nominated, in your sole discretion and without liability therefore, after the fifteen month anniversary of the date hereof; provided, that the remaining obligations of the parties under this Agreement survive any such termination.

(b) You agree, if elected or appointed, to serve as a director of Wynn Resorts, and in that capacity to act in the best interests of Wynn Resorts and its stockholders and to exercise your independent judgment in accordance with your fiduciary duties in all matters that come before the Wynn Resorts Board. You agree that you are not an employee or an agent or otherwise a representative of Aruze or its affiliates, that you are independent of Aruze and its affiliates, and that, if elected or appointed, you will in no way be controlled by or act at the direction of Aruze or its affiliates.

(c) Concurrently with execution of this Agreement, you will execute a consent, in the form attached as Exhibit A, confirming your consent to being a Nominee, to being named in the Nomination materials and/or a Proxy Statement and other materials as a Nominee, and to serving as a director of Wynn Resorts if elected.

(d) Notwithstanding anything in this Agreement to the contrary, Aruze is not obligated to nominate you to the Wynn Resorts Board or to identify you as an actual or potential Nominee or to commence or complete the Proxy Contest.

B. Compensation. In consideration of your agreement to become a Nominee and to be named in the Nomination materials and/or a Proxy Statement, promptly upon the first public dissemination by Aruze of your name as Nominee, Aruze shall pay to you a one-time payment in the amount of US\$50,000. You understand that if you are elected to the Wynn Resorts Board, you may be entitled to receive from Wynn Resorts such compensation as shall be payable to the Wynn Resorts Board in accordance with Wynn Resorts' policies as in effect from time to time, and that no further compensation will be due from or payable by Aruze or any of its affiliates. Aruze agrees that this compensation arrangement will be disclosed in solicitation or other materials prepared by Aruze in connection with the Nomination and/or the Proxy Contest or by the Company in a Proxy Statement where you are named as a Nominee to extent required by applicable rules.

C. Expenses. Aruze agrees that with respect to the period starting from the date of this Agreement and ending at the earlier of (x) your election to the Wynn Resorts Board (or if the election or qualification of members to the Wynn Resorts Board is contested on any grounds, such later date that such contest is resolved) and (y) the date you have been notified by Aruze that it will not commence the Proxy Contest, has abandoned the Proxy Contest or Nomination or will not or no longer will nominate you to the Wynn Resorts Board, that the requisite number of votes for your election to the Wynn Resorts Board has not been obtained or that Aruze has otherwise terminated this Agreement, Aruze will promptly reimburse you for (A) all reasonable expenses incurred in the performance of your responsibilities as a Nominee and (B) reasonable fees and expenses of independent legal counsel proposed by Aruze and agreed to by at least 3 Nominees to advise on legal obligations associated with serving as a Nominee, other than the negotiation of this Agreement.

D. Indemnification. In addition to the reimbursement provided in Section C:

(a) Aruze hereby agrees to indemnify, defend and hold harmless you from and against any and all losses, claims, damages, liabilities, judgments, costs, and expenses (including reasonable fees and disbursements of counsel and costs of investigation) (collectively, "Losses") to which you may become subject or which you may incur in connection with being made, or threatened with being made, a party or witness (or in any other capacity) to any proceeding at law or in equity or before any governmental agency or board or any other body whatsoever (whether arbitral, civil, criminal, trial, appeal, administrative, formal, informal, investigative or other), arising out of or based upon your being a Nominee (but not in connection with or based upon your being a director of Wynn Resorts), except to the extent such Loss arises or results from your bad faith, willful misconduct, gross negligence or any untrue statement or omission made by you or made by Aruze in reliance upon and in conformity with information furnished by you in writing for use in connection with the Proxy Contest or in any document made available to Wynn Resorts or to the public; it being understood that you are furnishing the Questionnaire to be made available to Wynn Resorts at Aruze's direction and for use in the Proxy Statement and other documents to be made publicly available in connection with the Proxy Contest.

(b) You will give prompt written notice to Aruze when you become aware of the commencement or threatened commencement of any action in respect of which you may seek indemnification from Aruze hereunder; provided that the failure to so provide prompt notice shall not relieve Aruze of its indemnification obligations hereunder except to the extent that Aruze is materially prejudiced as a result thereof. Aruze shall timely pay all reasonable fees and disbursements of one independent legal counsel selected collectively by and acting on behalf of all Nominees in respect of such action; however, you shall have the right to retain separate counsel, provided, that you shall be responsible for the fees of such counsel and costs of such participation unless either (i) you and Aruze mutually agree to the retention of such counsel, or (ii) you reasonably conclude, following discussion with legal counsel, that the representation of you and other Nominees by the same counsel would be inappropriate due to actual or potential differing interests between you and them, in which case Aruze will be responsible for the reasonable fees and costs of such counsel. Aruze shall in no event be liable for any settlement by you of any such action effected without the prior written consent of Aruze, which consent shall not be unreasonably withheld.

(c) Aruze shall not settle, without your prior written consent (which you may withhold in your sole discretion), any action in any manner that would impose any penalty, obligation or limitation on you (other than monetary damages for which Aruze agrees to be wholly responsible), or that would contain any language that could reasonably be viewed as an acknowledgement of wrongdoing on your part or that would otherwise reasonably be expected to result in not inmaterial damage to your professional reputation.

(d) Subject to the second sentence of subparagraph (b) above, your rights to indemnification under this Agreement shall include the right to be advanced any and all

reasonable expenses incurred in connection with any indemnifiable claim promptly upon your request as such expenses are incurred.

(e) Notwithstanding anything to the contrary, if Aruze has made payments to you pursuant to the indemnification and expense reimbursement provisions hereof and you subsequently are reimbursed by a third party therefor, you will remit such subsequent reimbursement to Aruze.

E. Confidentiality. You agree that until such information is otherwise made public, you will not disclose to any third party (on the your own behalf or on behalf of any other person or entity) any information relating to Aruze, Kazuo Okada, each of their relationship with Stephen A. Wynn or Wynn Resorts, your Nomination, or the Proxy Contest, including the existence of this Agreement, and will keep the terms of this Agreement in confidence and trust and shall not disclose such terms, except as otherwise required by law.

F. General.

(a) Notices and other communications under this Agreement shall be in writing and delivered by a nationally-recognized overnight courier with tracking capability, if mailed to you, then to the address set forth above under your name, and, if mailed to Aruze, then to the address indicated above in the letterhead. The failure of a party to insist upon strict adherence to any term contained herein shall not be deemed to be a waiver of such party's rights thereafter to insist upon strict adherence to that term or to any other term contained herein. In the event that any one or more provisions of this Agreement are deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision(s) shall be deemed severed to the least extent possible without affecting the validity, legality and enforceability of the remainder of this Agreement.

(b) This Agreement: (i) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles; (ii) contains the entire understanding of the parties with respect to the subject matter contained herein and may not be modified or amended except by mutual written consent; (iii) shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors, and assigns; (iv) may not be assigned by you without Aruze's prior written consent; and (v) may be executed in counterparts and delivered by facsimile signatures.

(c) Aruze shall have the right, at any time and in its sole discretion, to terminate this Agreement and/or to withdraw your name from consideration as a Nominee; provided, that Aruze's obligations under Section C and Section D hereof shall survive any such termination or withdrawal.

[remainder of page intentionally left blank]

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Agreement.

Very truly yours,

Aruze USA Inc.

By 

Name: Kazuo Okada

Title: President

Accepted and agreed to:


Name: Jonathan Macey

[Signature Page to Nomination Agreement]

PA001016

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Agreement.

Very truly yours,

Aruze USA, Inc.

By _____

Name:

Title:

Accepted and agreed to:



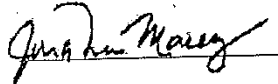
Name: Jonathan Macey

EXHIBIT A

Consent of Nominee

The undersigned hereby consents to being named as a nominee for election as a director of Wynn Resorts, Limited (the "Corporation"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to the stockholders of the Corporation by the Corporation and in other materials in connection with the solicitation of proxies by the Corporation from stockholders of the Corporation to be voted at the 2012 annual meeting of stockholders of the Corporation and any adjournment thereof or any other stockholder meeting held for the purpose of electing directors, and further consents, to serve as a director of the Corporation, if elected, and to file an application for licensing or finding of suitability if the Nevada Gaming Commission or other gaming authority shall so require or the board of directors of the Corporation deems it necessary or advisable.

Dated: January 17, 2012

A handwritten signature in black ink, appearing to read "Jonathan Mares", written over a horizontal line.

ARUZE, USA, INC.
745 GRIER DRIVE
LAS VEGAS, NEVADA 89119

January 10, 2012

Fredric Reynolds
630 Stonehouse Lane
Montecito, California 93108
United States of America

Dear Mr. Reynolds:

Aruze USA, Inc., a Nevada corporation ("Aruze"), intends to submit nominees to be elected as members of the Wynn Resorts, Limited, a Nevada Corporation, ("Wynn Resorts") Board of Directors (the "Wynn Resorts Board") in connection with the next Wynn Resorts annual meeting of stockholders pursuant to the Amended and Restated Stockholders Agreement dated January 6, 2010 among Aruze, Stephen A. Wynn and Elaine P. Wynn (the "Nomination"). Aruze may also submit a notice of nomination under Wynn Resorts' bylaws and may solicit proxies for, among other things, the election of members to the Wynn Board in connection with the next Wynn Resorts annual meeting of stockholders or other meeting for such purpose (the "Proxy Contest").

This letter agreement is with reference to your agreement to be nominated by Aruze (as such, a "Nominee") for election to the Wynn Resorts Board.

A. Agreement as Nominee.

(a) You irrevocably agree: (i) to be named as a Nominee in any and all solicitation or other materials prepared by Aruze in connection with the Nomination and/or Proxy Contest, (ii) to provide all information as may be reasonably requested from time to time by Aruze (including, without limitation, all information required under federal securities laws or by Wynn Resorts' bylaws and applicable policies, and all other information necessary for any materials prepared by Aruze in connection with the Nomination, the Proxy Contest and/or a proxy statement by Wynn Resorts (each a "Proxy Statement")), and (iii) that your agreement to be a Nominee, and the information referred to above, may be disclosed by Aruze, in its Nomination and/or Proxy Contest materials or otherwise or by Wynn Resorts in a Proxy Statement or otherwise. You represent that the information provided by you or on your behalf to Aruze, including in your completed questionnaire from Aruze (the "Questionnaire") relating to your being a Nominee, is true and complete and does not omit any material information. You agree that you will promptly provide Aruze with (x) any updates to the information

you have previously provided under paragraph (a)(ii) of this Section A and your representations in the Questionnaire, and (y) such additional information as may reasonably be requested by Aruze. Notwithstanding the foregoing, you can terminate your agreement to be so nominated, in your sole discretion and without liability therefore, after the fifteen month anniversary of the date hereof, provided, that the remaining obligations of the parties under this Agreement survive any such termination.

(b) You agree, if elected or appointed, to serve as a director of Wynn Resorts, and in that capacity to act in the best interests of Wynn Resorts and its stockholders and to exercise your independent judgment in accordance with your fiduciary duties in all matters that come before the Wynn Resorts Board. You agree that you are not an employee or an agent or otherwise a representative of Aruze or its affiliates, that you are independent of Aruze and its affiliates, and that, if elected or appointed, you will in no way be controlled by or act at the direction of Aruze or its affiliates.

(c) Concurrently with execution of this Agreement, you will execute a consent, in the form attached as Exhibit A, confirming your consent to being a Nominee, to being named in the Nomination materials and/or a Proxy Statement and other materials as a Nominee, and to serving as a director of Wynn Resorts if elected.

(d) Notwithstanding anything in this Agreement to the contrary, Aruze is not obligated to nominate you to the Wynn Resorts Board or to identify you as an actual or potential Nominee or to commence or complete the Proxy Contest.

B. Compensation. In consideration of your agreement to become a Nominee and to be named in the Nomination materials and/or a Proxy Statement, promptly upon the first public dissemination by Aruze of your name as Nominee, Aruze shall pay to you a one-time payment in the amount of US\$50,000. You understand that if you are elected to the Wynn Resorts Board, you may be entitled to receive from Wynn Resorts such compensation as shall be payable to the Wynn Resorts Board in accordance with Wynn Resorts' policies as in effect from time to time, and that no further compensation will be due from or payable by Aruze or any of its affiliates. Aruze agrees that this compensation arrangement will be disclosed in solicitation or other materials prepared by Aruze in connection with the Nomination and/or the Proxy Contest or by the Company in a Proxy Statement where you are named as a Nominee to extent required by applicable rules.

C. Expenses. Aruze agrees that with respect to the period starting from the date of this Agreement and ending at the earlier of (x) your election to the Wynn Resorts Board (or if the election or qualification of members to the Wynn Resorts Board is contested on any grounds, such later date that such contest is resolved) and (y) the date you have been notified by Aruze that it will not commence the Proxy Contest, has abandoned the Proxy Contest or Nomination or will not or no longer will nominate you to the Wynn

Resorts Board, that the requisite number of votes for your election to the Wynn Resorts Board has not been obtained or that Aruze has otherwise terminated this Agreement, Aruze will promptly reimburse you for (A) all reasonable expenses incurred in the performance of your responsibilities as a Nominee and (B) reasonable fees and expenses of independent legal counsel proposed by Aruze and agreed to by at least 3 Nominees to advise on legal obligations associated with serving as a Nominee, other than the negotiation of this Agreement.

D. Indemnification. In addition to the reimbursement provided in Section C:

(a) Aruze hereby agrees to indemnify, defend and hold harmless you from and against any and all losses, claims, damages, liabilities, judgments, costs, and expenses (including reasonable fees and disbursements of counsel and costs of investigation) (collectively, "Losses") to which you may become subject or which you may incur in connection with being made, or threatened with being made, a party or witness (or in any other capacity) to any proceeding at law or in equity or before any governmental agency or board or any other body whatsoever (whether arbitral, civil, criminal, trial, appeal, administrative, formal, informal, investigative or other), arising out of or based upon your being a Nominee (but not in connection with or based upon your being a director of Wynn Resorts), except to the extent such Loss arises or results from your bad faith, willful misconduct, gross negligence or any untrue statement or omission made by you or made by Aruze in reliance upon and in conformity with information furnished by you in writing for use in connection with the Proxy Contest or in any document made available to Wynn Resorts or to the public; it being understood that you are furnishing the Questionnaire to be made available to Wynn Resorts at Aruze's direction and for use in the Proxy Statement and other documents to be made publicly available in connection with the Proxy Contest.

(b) You will give prompt written notice to Aruze when you become aware of the commencement or threatened commencement of any action in respect of which you may seek indemnification from Aruze hereunder; provided that the failure to so provide prompt notice shall not relieve Aruze of its indemnification obligations hereunder except to the extent that Aruze is materially prejudiced as a result thereof. Aruze shall timely pay all reasonable fees and disbursements of one independent legal counsel selected collectively by and acting on behalf of all Nominees in respect of such action; however, you shall have the right to retain separate counsel, provided, that you shall be responsible for the fees of such counsel and costs of such participation unless either (i) you and Aruze mutually agree to the retention of such counsel, or (ii) you reasonably conclude, following discussion with legal counsel, that the representation of you and other Nominees by the same counsel would be inappropriate due to actual or potential differing interests between you and them, in which case Aruze will be responsible for the reasonable fees and costs of such counsel. Aruze shall in no event be liable for any settlement by you of any such action effected without the prior written consent of Aruze, which consent shall not be unreasonably withheld.

(c) Aruze shall not settle, without your prior written consent (which you may withhold in your sole discretion), any action in any manner that would impose any penalty, obligation or limitation on you (other than monetary damages for which Aruze agrees to be wholly responsible), or that would contain any language that could reasonably be viewed as an acknowledgement of wrongdoing on your part or that would otherwise reasonably be expected to result in not immaterial damage to your professional reputation.

(d) Subject to the second sentence of subparagraph (b) above, your rights to indemnification under this Agreement shall include the right to be advanced any and all reasonable expenses incurred in connection with any indemnifiable claim promptly upon your request as such expenses are incurred.

(e) Notwithstanding anything to the contrary, if Aruze has made payments to you pursuant to the indemnification and expense reimbursement provisions hereof and you subsequently are reimbursed by a third party therefor, you will remit such subsequent reimbursement to Aruze.

E. Confidentiality. You agree that until such information is otherwise made public, you will not disclose to any third party (on the your own behalf or on behalf of any other person or entity) any information relating to Aruze, Kazuo Okada, each of their relationship with Stephen A. Wynn or Wynn Resorts, your Nomination, or the Proxy Contest, including the existence of this Agreement, and will keep the terms of this Agreement in confidence and trust and shall not disclose such terms, except as otherwise required by law.

F. General.

(a) Notices and other communications under this Agreement shall be in writing and delivered by a nationally-recognized overnight courier with tracking capability, if mailed to you, then to the address set forth above under your name, and, if mailed to Aruze, then to the address indicated above in the letterhead. The failure of a party to insist upon strict adherence to any term contained herein shall not be deemed to be a waiver of such party's rights thereafter to insist upon strict adherence to that term or to any other term contained herein. In the event that any one or more provisions of this Agreement are deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision(s) shall be deemed severed to the least extent possible without affecting the validity, legality and enforceability of the remainder of this Agreement.

(b) This Agreement: (i) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles; (ii) contains the entire understanding of the parties with respect to the subject matter contained herein and may not be modified or amended except by mutual written consent; (iii) shall inure to the benefit of and be binding upon

the parties and their respective heirs, representatives, successors, and assigns; (iv) may not be assigned by you without Aruze's prior written consent; and (v) may be executed in counterparts and delivered by facsimile signatures.

(c) Aruze shall have the right, at any time and in its sole discretion, to terminate this Agreement and/or to withdraw your name from consideration as a Nominee; provided, that Aruze's obligations under Section C and Section D hereof shall survive any such termination or withdrawal.

[remainder of page intentionally left blank]

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Agreement.

Very truly yours,

Aruze USA, Inc.

By _____

Name:

Title:

Accepted and agreed to:



Name: Fredric Reynolds

[Signature Page to Nomination Agreement]

PA001024

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Agreement.

Very truly yours,

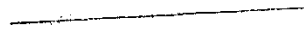
Aruze USA, Inc.

By 

Name: Kazuo Okada

Title: President

Accepted and agreed to:


Name: Frederic Reynolds

[Signature Page to Noncompetition Agreement]

EXHIBIT A

Consent of Nominee

The undersigned hereby consents to being named as a nominee for election as a director of Wynn Resorts, Limited (the "Corporation"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to the stockholders of the Corporation by the Corporation and in other materials in connection with the solicitation of proxies by the Corporation from stockholders of the Corporation to be voted at the 2012 annual meeting of stockholders of the Corporation and any adjournment thereof or any other stockholder meeting held for the purpose of electing directors, and further consents, to serve as a director of the Corporation, if elected, and to file an application for licensing or finding of suitability if the Nevada Gaming Commission or other gaming authority shall so require or the board of directors of the Corporation deems it necessary or advisable.

Dated: January 17, 2012

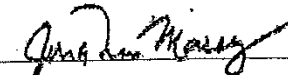
Michael A. Reynolds

EXHIBIT C – CONSENTS OF NOMINEES

Consent of Nominee

The undersigned hereby consents to being named as a nominee for election as a director of Wynn Resorts, Limited (the "*Company*"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to the stockholders of the Company by Aruze USA, Inc. and/or its affiliates (collectively, "*Aruze*") and in other materials in connection with the solicitation of proxies by Aruze from stockholders of the Company to be voted at the 2012 annual meeting of stockholders of the Company and any adjournment or postponement thereof or any other stockholder meeting held for the purpose of electing directors, and further consents to serve as a director of the Company, if elected, and to file an application for licensing or finding of suitability if the Nevada Gaming Commission or other gaming authority shall so require or the board of directors of the Company deems it necessary or advisable.

Dated: August 30, 2012


Jonathan Macey

Consent of Nominee

The undersigned hereby consents to being named as a nominee for election as a director of Wynn Resorts, Limited (the "*Company*"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to the stockholders of the Company by Aruze USA, Inc. and/or its affiliates (collectively, "*Aruze*") and in other materials in connection with the solicitation of proxies by Aruze from stockholders of the Company to be voted at the 2012 annual meeting of stockholders of the Company and any adjournment or postponement thereof or any other stockholder meeting held for the purpose of electing directors, and further consents to serve as a director of the Company, if elected, and to file an application for licensing or finding of suitability if the Nevada Gaming Commission or other gaming authority shall so require or the board of directors of the Company deems it necessary or advisable.

Dated: August 30, 2012

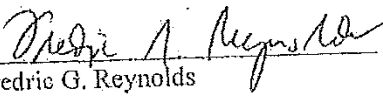

Fredric G. Reynolds

EXHIBIT V

EX-10.34 12 a2088833zex-10_34.htm EXHIBIT 10.34

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 10.34

FIRST AMENDMENT
TO
AMENDED AND RESTATED OPERATING AGREEMENT
OF
VALVINO LAMORE, LLC

This First Amendment to Amended and Restated Operating Agreement (the "Amendment") of Valvino Lamore, LLC, a Nevada limited liability company (the "Company"), is adopted, entered into, and effective as of April 16, 2001 (the "Effective Date"), by and between the Persons signatory hereto with reference to the following facts:

A. The Members of the Company previously adopted the Amended and Restated Operating Agreement of the Company effective as of October 3, 2000 (the "Operating Agreement").

B. On the Effective Date, pursuant to that certain Share Purchase Agreement (the "Share Purchase Agreement") dated as of April 16, 2001, by and between the Company and Baron Asset Fund, a Massachusetts business trust ("Baron Asset Fund"), Baron Asset Fund is making a contribution to the capital of the Company in the amount of twenty million eight hundred thousand dollars (\$20,800,000) in exchange for an Interest in the Company and becoming a Member of the Company, all as provided for herein.

C. In order to effect the admission of Baron Asset Fund as a Member and make certain amendments to the Operating Agreement in connection therewith, the parties hereto desire to amend the Operating Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained below, the parties hereto hereby agree as follows:

1. All capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Operating Agreement.
2. New definitions shall be added to Article I of the Operating Agreement, such definitions to read as follows:

Aruze/Wynn Group. "Aruze/Wynn Group" means Aruze, Wynn, and any Member who is a direct or indirect transferee of either Aruze or Wynn.

BAMCO. "BAMCO" means BAMCO, Inc., a New York corporation. Without limiting the generality of the definition of Affiliate, BAMCO shall be treated as an Affiliate of Baron Asset Fund.

Baron Asset Fund. "Baron Asset Fund" means Baron Asset Fund, a Massachusetts business trust.

Subsequent Contribution. "Subsequent Contribution" means additional capital contributions to the Company by the Members or Affiliates of the Members in exchange for additional Common Shares or other equity interests in the Company, excluding capital contributions made by, or equity interests issued to, any officer, employee, or consultant of the Company in connection with any compensatory grant to such Person of an equity interest in the Company or an option thereon.

3. The definition of "Independent Qualified Appraiser" in Article I of the Operating Agreement shall be amended and restated in its entirety to read as follows:

Independent Qualified Appraiser. "Independent Qualified Appraiser" means an independent outside qualified appraiser appointed by the Managing Member to determine the fair market value of certain Shares or an Interest in the Company, or the Company itself, in all cases considering the Company as a going concern, or to determine the fair market value of an asset for purposes of Section 10.2(d). To determine the fair market value of any Shares or an Interest in the Company, the Independent Qualified Appraiser shall first determine the fair market value of the Company

itself, and the fair market value of the Shares or Interest shall be equal to the amount that would be distributed in respect of

such Shares or Interest if, based on such fair market value of the Company, the Company were then dissolved and liquidated in accordance with Article X. Any determination by an Independent Qualified Appraiser as to fair market value shall be binding upon all parties.

4. The definition of "Permitted Transferee" in Article I of the Operating Agreement shall be amended and restated in its entirety to read as follows:

Permitted Transferee. "Permitted Transferee" means:

- (i) in the case of a Transfer being made by a Member who is part of the Aruze/Wynn Group, (a) Okada; (b) an immediate family member of Okada or Wynn; (c) an officer of the Company; (d) a revocable, inter vivos trust of which Okada or Wynn or a family member of Okada or Wynn is trustee or Okada or Wynn or a family member of Okada or Wynn is a beneficiary; or (e) another Member or an entity wholly-owned by such Member; or
- (ii) in the case of a Transfer being made by a Member who is not part of the Aruze/Wynn Group, (a) the Members who are part of the Aruze/Wynn Group, provided that such Transfer is made to all Members of the Aruze/Wynn Group on a pro rata basis in accordance with the respective Percentage Interest held by each Member of the Aruze/Wynn Group, or (b) if the Transfer is being made by Baron Asset Fund, then in addition to the Permitted Transferees described in clause (a), any publicly-traded, registered mutual fund managed by BAMCO.

5. In the proviso of the definition of "Reorganization" in Article I of the Operating Agreement, the reference to "Section 8.2, including but not limited to Section 8.2(l)" shall be amended and restated in its entirety to read as follows: "Sections 8.2(b) through 8.2(m), inclusive, including but not limited to Section 8.2(l)."

6. Pursuant to subparagraph (b) of the definition of "Gross Asset Value" in Article I of the Operating Agreement, as of immediately prior to the Effective Date (i.e., as of immediately prior to the admission of Baron Asset Fund as a Member), the Gross Asset Values of the Company's assets shall be adjusted to reflect that the aggregate net value of the Company (i.e., the aggregate gross value of the Company's assets minus the aggregate amount, or absolute value, of its liabilities) was five hundred seventy-three million one hundred forty thousand four hundred sixty-three dollars (\$573,140,463).

7. Pursuant to the Share Purchase Agreement, as of the Effective Date, (i) Baron Asset Fund is contributing to the capital of the Company cash in the amount of twenty million eight hundred thousand dollars (\$20,800,000), (ii) the Company is issuing to Baron Asset Fund seven thousand six hundred ninety-two point thirty-one (7,692.31) Common Shares, and (iii) Baron Asset Fund is being admitted as a Member of the Company. Immediately following such Capital Contribution and issuance of Shares, the Capital Account and number of Shares of each Member shall, as of the Effective Date, be as set forth on Schedule I attached hereto.

8. The parties hereto acknowledge and agree that no further action by the Board or otherwise is required under Section 3.2 or Section 14.6 of the Operating Agreement in connection with the admission of Baron Asset Fund as a Member and the adoption of this Amendment.

9. Section 5.1(a)(1) of the Operating Agreement shall be amended and restated in its entirety to read as follows:

(1) First, to Members pro rata in accordance with the respective amounts of their initial Capital Accounts as shown on Schedule I (as amended and restated upon the admission of Baron Asset Fund as a Member), without adjustment for subsequent allocations of Profits or Losses or

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otherwise, until each Member has received an aggregate amount of distributions pursuant to this Subsection 5.1(a)(1) equal to the amount of such initial Capital Account; and

10. At the beginning of Section 6.4 of the Operating Agreement, the phrase "The following actions shall require the approval of a Majority" shall be amended and restated in its entirety to read as follows: "Upon initiation by the Managing Member, the following actions may be taken by the Company only upon the approval of a Majority."

11. The first sentence of Section 7.3 of the Operating Agreement shall be amended and restated in its entirety to read as follows:

Other than the admission of a new Member by the Managing Member pursuant to Section 8.2(l) or the admission of a successor to Wynn under Section 14.17, any Person who is not a Prohibited Transferee shall be admitted to membership in the Company only upon the consent of both a Majority and the Managing Member, and such Person shall be issued such Shares for such consideration as the Managing Member shall determine, subject to the terms and conditions of this Agreement; provided, however, that any transferee who is a Permitted Transferee shall be admitted as a Member of the Company.

12. In Section 7.4 of the Operating Agreement, the phrase "that percentage of the Offered Shares which is equal to the Total Common Shares (excluding the Offered Shares) owned by each such Member (*'Applicable Percentage'*)" shall be amended and restated in its entirety to read as follows: "that percentage of the Offered Shares which is equal to the Total Common Shares (excluding the Offered Shares) owned by each such Member divided by the Total Common Shares (excluding the Offered Shares) owned by all such Members (*'Applicable Percentage'*)."

13. Section 7.5 of the Operating Agreement shall be amended and restated in its entirety to read as follows:

7.5 Tag-Along Right. If Wynn is the Transferor required to provide the Notice of Offer under Section 7.4(a), then Baron Asset Fund shall have a right (in addition to its rights under Section 7.4) to participate in such Transfer pursuant to the provisions of this Section 7.5. During the fifteen-day Refusal Period described in Section 7.4(a), Baron Asset Fund may, by written notice to Wynn, elect to participate in such Transfer and to sell that percentage of the Total Common Shares owned by Baron Asset Fund which is equal to the Total Common Shares that will be sold by Wynn in such Transfer divided by the Total Common Shares owned by Wynn. The terms and conditions of such Transfer (including the purchase price per Common Share sold in such Transfer, the identity of the buyer(s), and the consequences resulting from the other Members' exercise of any rights of first refusal) shall be no less favorable to Baron Asset Fund than to Wynn; provided, however, that (i) the purchase price per Common Share paid to Wynn may be greater than that paid to Baron Asset Fund if, and to the extent appropriate to take into account that, the Capital Account balance associated with each Common Share being sold by Wynn exceeds the Capital Account balance associated with each Common Share being sold by Baron Asset Fund, and (ii) Wynn may enter into service, noncompetition, or similar agreements with the buyer and receive appropriate consideration thereunder.

14. Section 7.6(a) of the Operating Agreement shall be amended by inserting the phrase "(other than Baron Asset Fund)" immediately after the term "holder" each place such term appears therein, and the last sentence of Section 7.6(b) of the Operating Agreement shall be amended by inserting the following at the end thereof: "(and the foregoing procedure shall be repeated in respect of any Indirect Transfer Shares not purchased until such other Members have had an opportunity to purchase any remaining Indirect Transfer Shares)."

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15. A new Section 7.11 shall be added to the Operating Agreement, such section to read as follows:

7.11 Cooperation of Company. If a Transfer of Shares is otherwise in accordance with the provisions of this Agreement, the Company shall reasonably cooperate with the transferor and the proposed transferee in connection with seeking any approval required by the Gaming Laws to effectuate such Transfer.

16. Section 8.2(l) of the Operating Agreement shall be amended and restated in its entirety to read as follows:

(l) admit additional investors as Members after October 3, 2000, whose collective Interests may at the discretion of the Managing Member have a Percentage Interest and/or a Voting Interest of up to twenty percent (20%), and each of whose Percentage Interest and Voting Interest shall dilute and reduce the Percentage Interest and Voting Interest of each other Member on a pro rata basis in accordance with the respective Percentage Interest of such Member; such Interests shall be issued in exchange for such consideration and upon such other terms and conditions as the Managing Member shall determine, provided that none of the Common Shares comprising such Interests shall have rights or privileges superior to Aruze or Wynn; and

17. Section 8.3(a) of the Operating Agreement shall be amended and restated in its entirety to read as follows:

(a) If the Managing Member initiates a Subsequent Contribution, the Managing Member shall determine whether the shares or other equity interests proposed to be issued in connection therewith shall be designated as an additional class of shares, and shall determine the specific rights and preferences of such shares or other equity interests. The proposal of a Subsequent Contribution shall be made by written notice to each of the Members at least thirty (30) days prior to the proposed date of such Subsequent Contribution, and shall include (i) the aggregate amount of the proposed contributions, and (ii) a description of the class designation, rights and preferences of the shares proposed to be issued in exchange for the Subsequent

Contribution.

18. The last sentence of Section 8.3(b) of the Operating Agreement shall be amended by inserting the phrase "on the terms specified" immediately after the term "Subsequent Contribution" each place such term appears therein.

19. Section 8.4 of the Operating Agreement shall be amended by deleting the word "or" at the end of paragraph (d) thereof, by amending and restating paragraph (e) thereof in its entirety to read as follows, and by adding a new paragraph (f) thereto to read as follows:

(e) make a public offering of securities; or

(f) alter the organizational form of the Company to create a public financing vehicle to facilitate the financing or operation of the Company's business (including for the purpose of making a public offering of securities of the Company), or cause such an entity to be organized with classes of stock or other interests held by Wynn with disproportionately greater voting power than the classes of stock or other interests held by the other Members.

20. The first sentence of Section 8.7 of the Operating Agreement shall be amended and restated in its entirety to read as follows:

The Board shall meet no less frequently than quarterly.

21. Section 8.11 of the Operating Agreement shall be amended and restated in its entirety to read as follows:

8.11 *Information for Baron Asset Fund.* In addition to the information available to it under Sections 9.2 and 9.3, Baron Asset Fund shall be entitled to receive certain information as provided in this Section 8.11. Within seven (7) days following a meeting of the Board, the Company shall deliver to Baron Asset Fund a copy of the materials prepared for and distributed to the

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representatives of the Board for their use at that meeting. If prepared, minutes of that meeting shall also be delivered to Baron Asset Fund by the Company within seven (7) days of being prepared. Upon written request from Baron Asset Fund providing at least seven (7) days' notice, the Company shall make an officer of the Company reasonably available to Baron Asset Fund to discuss the state of the Company's business. Baron Asset Fund agrees that the information provided to it pursuant to this Section 8.11 is and shall remain confidential. The rights authorized by this Section 8.11 may be denied to Baron Asset Fund upon its refusal to furnish the Company with an affidavit that such review or discussion is not desired for any purpose not related to its interest in the Company as a Member.

22. Section 10.2(d) of the Operating Agreement shall be amended and restated in its entirety to read as follows:

(d) Any Profits or Losses realized by the Company upon the sale of any of its Property shall be recognized and allocated to the Members in the manner set forth in Article IV (to the extent an asset is to be distributed in kind, such asset shall be deemed to have been sold at its fair market value on the date of distribution, the Profits or Losses deemed recognized upon such deemed sale shall be allocated in accordance with Article IV and the amount of the distribution shall be considered to be such fair market value of the asset as of the date of dissolution, which fair market value shall be determined by an Independent Qualified Appraiser or by agreement of all the Members).

23. Section 11.8 of the Operating Agreement shall be amended and restated in its entirety to read as follows:

11.8 *Notice and Reporting of Litigation.* The Managing Member shall provide notice to each Member whose Percentage Interest exceeds twenty-five percent (25%) within forty-eight (48) hours after Material Litigation is commenced by or against the Company. The Managing Member shall notify other Members of Material Litigation as soon as reasonably practical after the commencement of such Material Litigation against the Company. The Managing Member also shall cause the Company to prepare and issue monthly to each Member whose Percentage Interest exceeds twenty-five percent (25%) and to Baron Asset Fund a status report on all Material Litigation. For the purpose of this Section 11.8, the term "Material Litigation" means litigation other than routine collection, premises liability and employment matters.

24. Section 13.3 of the Operating Agreement shall be renumbered 13.4, and a new Section 13.3 shall be added to the Operating Agreement to read as follows:

13.3 *Baron Nondisclosure.* Baron Asset Fund agrees that neither Baron Asset Fund nor any of its Affiliates shall use any information received by Baron Asset Fund or by any of its Affiliates pursuant to this Agreement for any purpose other than evaluating and managing Baron Asset Fund's investment in the Company, and that such information shall be kept confidential and shall not be disclosed in any manner whatsoever; provided, however, that (i) Baron Asset Fund or its Affiliates may make any disclosure of such information to which the Company gives its prior written consent and (ii) any of such information may be disclosed to representatives of Baron Asset Fund who need to know such information for the sole purpose of evaluating and managing the investment of Baron Asset Fund in the Company, who agree to keep such information confidential and who agree to be bound by the terms of this Section 13.3 to the same extent as if they were parties hereto. Baron Asset Fund agrees to undertake reasonable precautions to safeguard and protect the confidentiality of any such information, to accept responsibility for any breach of this Agreement by any of its Affiliates or representatives, and at its expense to take all reasonable measures (including but not limited to court proceedings) to restrain its Affiliates or representatives from prohibited or unauthorized disclosure or use of the information. Neither Baron Asset Fund nor any of its Affiliates shall use the information in any way directly or indirectly detrimental to the Company.

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25. In the introductory paragraph of Section 14.4 of the Operating Agreement, the phrase "the following legends" shall be amended and restated in its entirety to read as follows: "legends in substantially the following form."

26. Section 14.6 of the Operating Agreement shall be amended and restated in its entirety to read as follows:

14.6 *Amendments.* Any amendment to this Agreement shall be adopted and be effective as an amendment hereto only upon the approval of the Managing Member; provided, however, that (i) no amendment to this Agreement may have a disproportionate adverse effect on the Voting Interest or Percentage Interest of any Member without both that Member's consent and the approval of the Board, and (ii) no amendment may be made to this Section 14.6 without the unanimous consent of all the Members.

27. Schedule I of the Operating Agreement is amended and restated in its entirety to read as Schedule I to this Amendment.

28. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Operating Agreement, the terms and conditions of this Amendment shall control.

29. On and after the Effective Date, each reference in the Operating Agreement to "this Agreement," "hereunder," "hereof," "herein," or any other expression of the like import referring to the Operating Agreement shall mean and be a reference to the Operating Agreement as amended by this Amendment, unless the context of the Operating Agreement requires otherwise (such as in the context of Sections 3.4 and 5.2 of the Operating Agreement). Except as expressly amended hereby, the provisions of the Operating Agreement, including without limitation Section 8.5 of the Operating Agreement, shall remain in full force and effect.

30. To the extent reasonably applicable, the provisions of Article XIV of the Operating Agreement are hereby incorporated herein and made a part hereof. This Amendment may be executed in two or more counterparts, each of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment is being executed, as of the date first above written, by (i) Wynn, as the Company's Managing Member pursuant to Section 14.6 of the Operating Agreement, and (ii) Baron Asset Fund, as a new Member joining in and agreeing to be bound by all the terms and conditions of the Operating Agreement as amended by this Amendment.

/s/ Stephen A. Wynn

Stephen A. Wynn, Managing Member of Valvino Lamore, LLC

Baron Asset Fund

By: /s/ Ronald Baron

Ronald Baron
Chairman and CEO

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SCHEDULE I

**MEMBERS, CAPITAL ACCOUNTS, AND SHARES
AS OF APRIL 16, 2001**

Members	Address	Capital Accounts	Common Shares
Stephen A. Wynn		\$ 302,740,544	100,000.00
Aruze USA, Inc.		\$ 270,399,919	100,000.00
Baron Asset Fund		\$ 20,800,000	7,692.31

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QuickLinks

Exhibit 10.34

SCHEDULE I MEMBERS, CAPITAL ACCOUNTS, AND SHARES AS OF APRIL 16, 2001

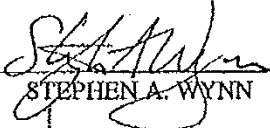
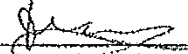
EXHIBIT W

TERMINATION OF BUY-SELL AGREEMENT

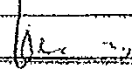
This Termination of Buy-Sell Agreement ("Termination Instrument"), dated as of May 3, 2005, is entered into by and between (i) Stephen A. Wynn, an individual ("Wynn"), and (ii) Kazuo Okada, an individual, Aruze USA, Inc., a Nevada corporation ("Aruze USA") and Aruze Corp., a Japanese corporation (collectively, the "Aruze Parties"), with respect to the Buy-Sell Agreement executed in June 2002, between Wynn and the Aruze Parties (the "Buy-Sell Agreement").

As a result of the Nevada Gaming Commission's approval, on March 24, 2005, of the Aruze Parties' gaming applications concerning Aruze USA's ownership of stock in Wynn Resorts, Limited, a Nevada corporation (the "Company"), none of the Licensing Events (as such term is defined in the Buy-Sell Agreement) precedent to Wynn's right and option granted under the Buy-Sell Agreement to purchase Aruze USA's shares in the Company will occur. Accordingly, the parties hereto agree that, effective as of the Phase I Opening Date (as such term is defined in the Disbursement Agreement, dated December 14, 2004, among Wynn Las Vegas, LLC, Deutsche Bank Trust Company Americas and U.S. Bank National Association), the Buy-Sell Agreement shall be terminated and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed or caused their duly authorized representatives to execute this Termination Instrument as of the date set forth above.


STEPHEN A. WYNN

KAZUO OKADA

ARUZE CORP.

By: _____
Name: 
Title: KAZUO OKADA
CHAIRMAN OF THE BOARD

ARUZE USA, INC.

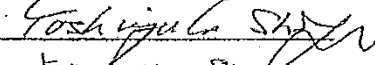
By: 
Name: YOSHITUKI SHOJI
Title: PRESIDENT

EXHIBIT X

EX-99.1 2 d381498dex991.htm PRESS RELEASE

Exhibit 99.1

Wynn Resorts, Limited Reports Second Quarter 2012

LAS VEGAS, July 17, 2012 (BUSINESS WIRE) — Wynn Resorts, Limited (Nasdaq: WYNN) today reported financial results for the second quarter ended June 30, 2012.

Net revenues for the second quarter of 2012 were \$1,253.2 million, compared to \$1,367.4 million in the second quarter of 2011. The revenue decline resulted from a 7.1% decrease in revenues from our Macau Operations and an 11.6% decline in our revenues in Las Vegas, as both properties were negatively impacted by lower hold in the 2012 quarter. Adjusted property EBITDA (1) was \$384.1 million for the second quarter of 2012, compared to \$447.0 million in the second quarter of 2011.

On a US GAAP basis, net income attributable to Wynn Resorts for the second quarter of 2012 was \$138.1 million, or \$1.37 per diluted share, compared to a net income attributable to Wynn Resorts of \$122.0 million, or \$0.97 per diluted share in the second quarter of 2011. Net income for the second quarter of 2011 included a \$107.5 million charge representing the present value of a charitable contribution made by Wynn Macau.

Adjusted net income (2) attributable to Wynn Resorts in the second quarter of 2012 was \$139.0 million, or \$1.38 per diluted share (adjusted EPS) compared to an adjusted net income attributable to Wynn Resorts of \$200.8 million, or \$1.60 per diluted share in the second quarter of 2011. In the second quarter of 2012, we had 101.0 million diluted shares outstanding compared to 125.7 million diluted shares outstanding in the second quarter of 2011, largely due to the redemption of Aruze USA's 24.5 million shares on February 18, 2012.

Wynn Resorts also announced today that the Company has approved a cash dividend for the quarter of \$0.50 per common share. This dividend will be payable on August 14, 2012, to stockholders of record on July 31, 2012.

Macau Operations

In the second quarter of 2012, net revenues were \$907.6 million, a 7.1% decrease from the \$976.5 million generated in the second quarter of 2011. Adjusted property EBITDA in the second quarter of 2012 was \$302.2 million, down 3.9% from \$314.3 million in the second quarter of 2011.

Table games results in Macau are segregated into two distinct reporting categories, the VIP segment and the mass market segment.

Table games turnover in the VIP segment was \$30.3 billion for the second quarter of 2012, a 7.2% decline from \$32.7 billion in the second quarter of 2011. VIP table games win as a percentage of turnover (calculated before discounts and commissions) for the quarter was 2.79%, which was at the lower end of the expected range of 2.7% to 3.0% and lower than the 2.89% experienced in the second quarter of 2011.

Despite a 10.0% decrease in the number of mass market table games, drop in the mass market segment was down only 2.7%, from \$690.3 million in the second quarter of 2011 to \$671.8 million in the June 2012 quarter. Mass market table games win percentage (calculated before discounts) of 29.8% was higher than our expected range of 26% to 28% and above the 27.8% generated in the 2011 quarter.

Slot machine handle declined 22.1% to \$1.2 billion as compared to the prior year quarter. Win per unit per day was 4.9% lower at \$752, compared to \$791 in the second quarter of 2011 as slot count went down by 114 machines.

We achieved an Average Daily Rate (ADR) of \$317 for the second quarter of 2012, 1.0% above the \$314 reported in the 2011 quarter. The property's occupancy was 90.0%, compared to 90.5% during the prior year period, and revenue per available room (REVPAR) was \$286 in the 2012 quarter, 0.4% above the \$284 reported in the prior year quarter. Gross non-casino revenues increased 2.2% during the quarter to \$96.7 million.

We currently have 504 tables (290 VIP tables, 203 mass market tables and 11 poker tables) and 939 slot machines.

On May 2, 2012, Wynn Macau's land concession contract was published in the official gazette of Macau. This concession contract has an initial term of 25 years with the right to renew it for additional successive periods, subject to government approval. The Company anticipates constructing a full scale integrated resort containing a casino, approximately 2,000 rooms and suites, convention, retail, entertainment and food and beverage offerings on this land. The Company currently estimates the project budget to be in the range of \$3.5 billion to \$4.0 billion.

Las Vegas Operations

For the second quarter ended June 30, 2012, net revenues were \$345.6 million, an 11.6% decline from the second quarter of 2011. Adjusted property EBITDA of \$81.9 million was down 38.3% versus the \$132.7 million generated in the comparable period in 2011. EBITDA margin on net revenues was 23.7% in the second quarter of 2012 compared to 34.0% in the second quarter of 2011.

Net casino revenues in the second quarter of 2012 were \$98.6 million, down 37.7% from the second quarter of 2011. Table games drop of \$575.6 million was up 7.6% compared to \$534.7 million in the 2011 quarter and table games win percentage of 15.0% was significantly below the property's expected range of 21% to 24% and the 27.6% reported in the 2011 quarter. Slot machine handle of \$707.8 million was 3.2% above the \$685.6 million in the comparable period of 2011 and net slot win was flat due to lower hold in the 2012 quarter.

Gross non-casino revenues for the quarter were \$290.7 million, 5.5% higher than in the second quarter of 2011 due to increases in the hotel and food and beverage segments, which were partially offset by lower retail and entertainment revenues.

Room revenues were up 5.6% to \$96.2 million during the quarter, versus \$91.1 million in the second quarter of 2011. Average Daily Rate (ADR) was up 5.6% to \$254 while occupancy of 87.6% was below the 89.2% experienced in the second quarter of 2011. Revenue per available room (REVPAR) was \$222 in the 2012 quarter, 3.8% above the \$214 reported in the prior year quarter. During the second quarter of 2012, we had all rooms available for sale while 1.7% of the rooms in the second quarter of 2011 were out due to renovations.

Food and beverage revenues increased 9.8% to \$138.4 million primarily due to the strength in the nightclub business. Retail revenues were \$21.0 million in the quarter, down 8.0% from last year as we reconfigured the Encore retail area and are in the process of rebranding several retail outlets. Entertainment revenues declined 4.9% to \$18.1 million from the second quarter of 2011.

Balance Sheet and other

During the quarter ended June 30, 2012, the company recorded an adjustment to its reserve estimates for casino accounts receivable based on the results of historical collection patterns and current collection trends. This change in estimate was the primary factor that resulted in a \$17.3 million credit to the provision for doubtful accounts for the quarter ended June 30, 2012.

Total cash balance at June 30, 2012 was \$1.9 billion. Total debt outstanding at the end of the quarter was \$5.5 billion, including \$3.1 billion of Wynn Las Vegas debt, \$403.5 million of Wynn Macau debt and \$1.96 billion at the parent company.

Conference Call Information

The Company will hold a conference call to discuss its results on Tuesday, July 17, 2012 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> (Investor Relations).

Forward-looking Statements

This release contains forward-looking statements regarding operating trends and future results of operations. Such forward-looking information involves important risks and uncertainties that could significantly affect anticipated results in the future and, accordingly, such results may differ from those expressed in any forward-looking statements made by us. The risks and uncertainties include, but are not limited to, competition in the casino/hotel and resorts industries, the Company's dependence on existing management, levels of travel, leisure and casino spending, general economic conditions, and changes in gaming laws or regulations. 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, 2011 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 its forward-looking statements as a result of new information, future events or otherwise.

Non-GAAP financial measures

(1) "Adjusted property EBITDA" is earnings before interest, taxes, depreciation, amortization, pre-opening costs, property charges and other, corporate expenses, stock-based compensation, 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 is net income before pre-opening costs, property charges and other, and other non-cash non-operating income and expenses. Adjusted net income attributable to Wynn Resorts and adjusted net income per share attributable to Wynn Resorts ("EPS") are presented as supplemental disclosures because management believes that these 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 and adjusted net income attributable to Wynn Resorts per share may be different from the calculation methods used by other companies and, therefore, comparability may be limited.

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

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
Operating revenues:				
Casino	\$ 953,390	\$1,082,043	\$2,002,669	\$2,088,348
Rooms	124,880	119,998	242,383	235,379
Food and beverage	161,137	147,787	296,277	276,651
Entertainment, retail and other	101,402	102,416	207,311	201,370
Gross revenues	1,340,809	1,452,244	2,748,640	2,801,748
Less: promotional allowances	(87,602)	(84,891)	(181,935)	(174,123)
Net revenues	1,253,207	1,367,353	2,566,705	2,627,625
Operating costs and expenses:				
Casino	645,688	684,505	1,320,344	1,308,860
Rooms	33,265	31,887	63,249	62,459
Food and beverage	84,522	74,956	154,918	140,953
Entertainment, retail and other	46,108	54,164	97,766	110,439
General and administrative	99,777	91,912	205,727	179,573
Provision for doubtful accounts	(17,279)	3,784	785	13,945
Depreciation and amortization	93,463	102,052	185,868	203,399
Property charges and other	3,540	111,060	13,826	114,408
Total operating costs and expenses	989,084	1,154,320	2,042,483	2,134,036
Operating income	264,123	213,033	524,222	493,589
Other income (expense):				
Interest income	2,483	1,577	4,048	1,976
Interest expense, net of capitalized interest	(73,874)	(58,231)	(135,935)	(116,494)
Increase in swap fair value	2,646	3,135	4,930	7,365
Loss on retirement of debt	—	—	(4,828)	—
Equity in income from unconsolidated affiliates	256	264	721	866
Other	(1,081)	784	(313)	1,701
Other income (expense), net	(69,570)	(52,471)	(131,377)	(104,586)
Income before income taxes	194,553	160,562	392,845	389,003
Benefit (provision) for income taxes	4,740	(5,231)	4,857	(7,337)
Net income	199,293	155,331	397,702	381,666
Less: Net income attributable to noncontrolling interest	(61,229)	(33,300)	(119,074)	(85,831)
Net income attributable to Wynn Resorts, Limited	\$ 138,064	\$ 122,031	\$ 278,628	\$ 295,835
Basic and diluted income per common share:				
Net income attributable to Wynn Resorts, Limited:				
Basic	\$ 1.38	\$ 0.98	\$ 2.62	\$ 2.39
Diluted	\$ 1.37	\$ 0.97	\$ 2.59	\$ 2.36
Weighted average common shares outstanding:				
Basic	99,782	123,970	106,243	123,864
Diluted	101,010	125,729	107,508	125,567
Dividends declared per common share:	\$ 0.50	\$ 0.50	\$ 1.00	\$ 0.50

PRESS RELEASE

<http://www.sec.gov/Archives/edgar/data/1174922/000119312512304756...>

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
Net income attributable to Wynn Resorts, Limited	\$138,064	\$122,031	\$278,628	\$295,835
Increase in swap fair value	(2,646)	(3,135)	(4,930)	(7,365)
Property charges and other	3,540	111,060	13,826	114,408
Loss on retirement of debt	—	—	4,828	—
Adjustment for noncontrolling interest	(4)	(29,204)	(1,459)	(28,769)
Adjusted net income attributable to Wynn Resorts, Limited (2)	<u>\$138,954</u>	<u>\$200,752</u>	<u>\$290,893</u>	<u>\$374,109</u>
Adjusted net income attributable to Wynn Resorts, Limited per diluted share	\$ 1.38	\$ 1.60	\$ 2.71	\$ 2.98

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

	Three Months Ended June 30, 2012			
	Las Vegas Operations	Macau Operations	Corporate and Other	Total
Operating income	\$ 3,538	\$225,548	\$ 35,037	\$264,123
Depreciation and amortization	62,776	29,985	702	93,463
Property charges and other	2,174	1,366	—	3,540
Management and royalty fees	5,189	36,374	(41,563)	—
Corporate expenses and other	6,809	7,840	2,892	17,541
Stock-based compensation	1,328	1,097	2,781	5,206
Equity in income from unconsolidated affiliates	105	—	151	256
Adjusted Property EBITDA ⁽¹⁾	<u>\$ 81,919</u>	<u>\$302,210</u>	<u>\$ —</u>	<u>\$384,129</u>

	Three Months Ended June 30, 2011			
	Las Vegas Operations	Macau Operations	Corporate and Other	Total
Operating income	\$ 48,609	\$123,737	\$ 40,687	\$213,033
Depreciation and amortization	66,253	35,101	698	102,052
Property charges and other	2,560	108,500	—	111,060
Management and royalty fees	5,867	39,280	(45,147)	—
Corporate expenses and other	7,747	6,250	704	14,701
Stock-based compensation	1,559	1,480	2,892	5,931
Equity in income from unconsolidated affiliates	98	—	166	264
Adjusted Property EBITDA ⁽¹⁾	<u>\$132,693</u>	<u>\$314,348</u>	<u>\$ —</u>	<u>\$447,041</u>

	Three Months Ended June 30,	
	2012	2011
Adjusted Property EBITDA ⁽¹⁾	\$384,129	\$ 447,041
Depreciation and amortization	(93,463)	(102,052)
Property charges and other	(3,540)	(111,060)
Corporate expenses and other	(17,541)	(14,701)
Stock-based compensation	(5,206)	(5,931)
Interest income	2,483	1,577
Interest expense, net of capitalized interest	(73,874)	(58,231)
Increase in swap fair value	2,646	3,135
Other	(1,081)	784
Benefit (provision) for income taxes	4,740	(5,231)
Net income	199,293	155,331
Less: Net income attributable to noncontrolling interest	(61,229)	(33,300)
Net income attributable to Wynn Resorts, Limited	<u>\$138,064</u>	<u>\$ 122,031</u>

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

Six Months Ended June 30, 2012				
	Las Vegas Operations	Macau Operations	Corporate and Other	Total
Operating income	\$ 23,964	\$437,271	\$ 62,987	\$524,222
Depreciation and amortization	126,194	58,273	1,401	185,868
Property charges and other	5,892	7,934	—	13,826
Management and royalty fees	10,640	74,433	(85,073)	—
Corporate expenses and other	13,196	14,388	14,711	42,295
Stock-based compensation	2,699	(316)	5,471	7,854
Equity in income from unconsolidated affiliates	218	—	503	721
Adjusted Property EBITDA ⁽¹⁾	\$182,803	\$591,983	\$ —	\$774,786

Six Months Ended June 30, 2011				
	Las Vegas Operations	Macau Operations	Corporate and Other	Total
Operating income	\$ 97,783	\$318,139	\$ 77,667	\$493,589
Depreciation and amortization	132,049	70,034	1,316	203,399
Property charges and other	4,590	109,818	—	114,408
Management and royalty fees	11,795	73,774	(85,569)	—
Corporate expenses and other	13,925	12,541	595	27,061
Stock-based compensation	4,424	2,873	5,379	12,676
Equity in income from unconsolidated affiliates	254	—	612	866
Adjusted Property EBITDA ⁽¹⁾	\$264,820	\$587,179	\$ —	\$851,999

	Six Months Ended June 30,	
	2012	2011
Adjusted Property EBITDA ⁽¹⁾	\$ 774,786	\$ 851,999
Depreciation and amortization	(185,868)	(203,399)
Property charges and other	(13,826)	(114,408)
Corporate expenses and other	(42,295)	(27,061)
Stock-based compensation	(7,854)	(12,676)
Interest income	4,048	1,976
Interest expense, net of capitalized interest	(135,935)	(116,494)
Increase in swap fair value	4,930	7,365
Loss on retirement of debt	(4,828)	—
Other	(313)	1,701
Benefit (provision) for income taxes	4,857	(7,337)
Net income	397,702	381,666
Less: Net income attributable to noncontrolling interest	(119,074)	(85,831)
Net income attributable to Wynn Resorts, Limited	\$ 278,628	\$ 295,835

WYNN RESORTS, LIMITED AND SUBSIDIARIES
SUPPLEMENTAL DATA SCHEDULE

	Three Months Ended		Six Months Ended	
	June 30, 2012	June 30, 2011	June 30, 2012	June 30, 2011
Room Statistics for Las Vegas operations:				
Occupancy %	87.6%	89.2%	83.5%	88.5%
Average Daily Rate (ADR) ¹	\$ 254	\$ 240	\$ 254	\$ 240
Revenue per available room (REVPAR) ²	\$ 222	\$ 214	\$ 212	\$ 212
Other information for Las Vegas operations:				
Table games win per unit per day ³	\$ 4,384	\$ 7,062	\$ 5,923	\$ 8,283
Table Win %	15.0%	27.6%	19.2%	29.1%
Slot machine win per unit per day ⁴	\$ 186	\$ 172	\$ 192	\$ 179
Average number of table games	217	229	219	227
Average number of slot machines	2,398	2,593	2,394	2,595
Room Statistics for Macau:				
Occupancy %	90.0%	90.5%	90.7%	89.6%
Average Daily Rate (ADR) ¹	\$ 317	\$ 314	\$ 321	\$ 311
Revenue per available room (REVPAR) ²	\$ 286	\$ 284	\$ 291	\$ 278
Other information for Macau:				
Table games win per unit per day ³	\$23,479	\$25,872	\$23,908	\$24,591
Slot machine win per unit per day ⁴	\$ 752	\$ 791	\$ 812	\$ 797
Average number of table games	490	482	490	475
Average number of slot machines	926	1,040	927	1,026

- (1) ADR is Average Daily Rate and is calculated by dividing total room revenue (less service charges, if any) by total rooms occupied.
- (2) REVPAR is Revenue per Available Room and is calculated by dividing total room revenue (less service charges, if any) by total rooms available.
- (3) Table games win per unit per day is shown before discounts and commissions.
- (4) Slot machine win per unit per day is calculated as gross slot win minus progressive accruals and free play.

SOURCE:

Wynn Resorts, Limited

CONTACT:

Samanta Stewart, 702-770-7555

investorrelations@wynnresorts.com

EXHIBIT Y

S-1 1 a2081691zs-1.htm S-1

QuickLinks -- Click here to rapidly navigate through this document

As filed with the Securities and Exchange Commission on June 17, 2002

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

Wynn Resorts, Limited
(Exact name of Registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation or organization)

7990
(Primary Standard Industrial
Classification Code Number)

46-0484987
(I.R.S. Employer
Identification Number)

3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 733-4444

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Ronald J. Kramer
President
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 733-4444

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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(310) 277-1010

Pamela B. Kelly, Esq.
Latham & Watkins
633 West Fifth Street, Suite 4000
Los Angeles, CA 90071-2007
(213) 485-1234

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If delivery of the prospectus is expected to be made pursuant to Rule 434 under the Securities Act, check the following box. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Number of Shares to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Common stock, par value \$0.01 per share			\$408,250,000	\$37,559

- (1) Includes shares of common stock that may be sold pursuant to the underwriters' over-allotment options.
 (2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(c) under the Securities Act.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to such Section 8(a), may determine.

Subject to Completion, Dated June 17, 2002

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Wynn Resorts, Limited

Shares

Common Stock

This is the initial public offering of Wynn Resorts, Limited. We are offering _____ shares of our common stock. We anticipate that the initial public offering price will be between \$ _____ and \$ _____ per share. We will apply to list our common stock on The Nasdaq Stock Market's National Market under the symbol "WYNN."

Concurrent with this offering, we expect that our wholly owned subsidiaries, Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp., will jointly offer \$350 million in aggregate principal amount of second mortgage notes.

Investing in our common stock involves a high degree of risk. See "Risk Factors" beginning on page 8.

None of the Securities and Exchange Commission or any state securities commission, the Nevada State Gaming Control Board, the Nevada Gaming Commission or any state gaming commission or any other gaming regulatory authority has approved or disapproved of these securities, passed on the investment merits of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	\$	\$
Underwriting discounts and commissions	\$	\$
Proceeds, before expenses, to Wynn Resorts, Limited	\$	\$

We have granted to the underwriters the right to purchase up to additional shares of common stock to cover over-allotments.

Joint Book-Running Managers

Deutsche Bank Securities Bear, Stearns & Co. Inc. Banc of America Securities LLC

Dresdner Kleinwort Wasserstein

The date of this prospectus is 2002.

DESCRIPTION OF ARTWORK

[artist's renderings of main and south porte cochere]

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. We urge you to read this entire prospectus carefully, including the "Risk Factors" section beginning on page 8.

Wynn Resorts, Limited was recently organized as a Nevada corporation in preparation for this offering. Our assets and operations are currently held by and conducted through Valvino Lamore, LLC, a Nevada limited liability company, and its subsidiaries. Before the closing of this offering, all of the members of Valvino Lamore, LLC will contribute their membership interests in Valvino Lamore, LLC to Wynn Resorts, Limited in exchange for shares of the common stock of Wynn Resorts, Limited, and Valvino Lamore, LLC will become a wholly owned subsidiary of Wynn Resorts, Limited.

Unless otherwise indicated, information in this prospectus gives effect to the contribution of membership interests in Valvino Lamore, LLC to Wynn Resorts, Limited in exchange for shares of common stock of Wynn Resorts, Limited. Unless the context otherwise requires, the terms "we," "our" and "us," as used in this prospectus, mean Wynn Resorts, Limited and its consolidated subsidiaries, after giving effect to the contribution of membership interests in Valvino Lamore, LLC to Wynn Resorts, Limited. References to Wynn Resorts mean Wynn Resorts, Limited, excluding any subsidiaries, and references to Valvino mean Valvino Lamore, LLC, excluding any subsidiaries. Certain statements in this prospectus, including in this summary, constitute "forward-looking statements." See "Forward-Looking Statements."

Overview

We are constructing and will own and operate Le Réve, which we have designed to be the preeminent luxury hotel and destination casino resort in Las Vegas. Le Réve will be situated on approximately 192 acres at the site of the former Desert Inn Resort & Casino on the Las Vegas Strip in Las Vegas, Nevada. We expect Le Réve to cost approximately \$2.4 billion to design and construct, including the cost of the land, capitalized interest, pre-opening expenses and all financing fees. We have scheduled ground breaking to occur in September 2002, with an opening to the general public scheduled for March 2005.

Le Réve is the concept of one of Wynn Resorts' principal stockholders and our Chairman of the Board, Stephen A. Wynn, who was Chairman of the Board, President and Chief Executive Officer of Mirage Resorts, Incorporated and its predecessor from 1973 to 2000. In that role, he was responsible for the development of Bellagio, The Mirage, Treasure Island at The Mirage and the Golden Nugget—Las Vegas in Las Vegas, Nevada, as well as the Atlantic City Golden Nugget in New Jersey and Beau Rivage in Biloxi, Mississippi. We intend for Le Réve to set a new standard of luxury and elegance for destination casino resorts in Las Vegas.

Wynn Resorts' wholly owned subsidiary, Wynn Design & Development, LLC, together with Mr. Wynn, is designing Le Réve. Wynn Design & Development will supervise construction of the resort. Many of the people on the Wynn Design & Development team worked with Mr. Wynn at Mirage Resorts to develop Bellagio and have extensive backgrounds in the development, construction and operation of major destination casino resorts.

In addition to our development activities in Las Vegas, the government of the Macau Special Administrative Region of the People's Republic of China has awarded Wynn Resorts (Macau), S.A., a Wynn Resorts majority-owned subsidiary, a provisional concession to negotiate a concession agreement with the Macau government permitting the construction and operation of one or more casinos in Macau. If we can reach an agreement on terms

satisfactory to us and the Macau government, we will be one of only three companies to have an opportunity to conduct gaming operations in Macau.

Other Financing Transactions

Concurrent with this offering, we expect that Wynn Resorts' wholly owned subsidiaries, Wynn Las Vegas, LLC, which will own and operate Le Réve, and Wynn Las Vegas Capital Corp., referred to as Wynn Capital, will jointly offer \$350 million in aggregate principal amount of second mortgage notes. We intend to use our existing cash and the net proceeds of the contemplated offering of the second mortgage notes, together with the net proceeds of this offering, approximately \$747 million of borrowings under a \$750 million revolving credit facility and \$250 million under a delay draw term loan facility, facilities for which we have, through certain of our subsidiaries obtained commitments, and \$150 million under a contemplated furniture, fixtures and equipment, or FF&E, facility, to develop and construct Le Réve. We sometimes refer to the anticipated revolving credit facility and the anticipated delay draw term loan facility as the credit facilities. Consummation of this offering is conditioned on consummation of the offering of the second mortgage notes and on our entering into the agreements governing our credit facilities and contemplated FF&E facility.

Business and Marketing Strategy

- *Apply the "Wynn Brand" and Experience to Create a "Must-Visit" Destination Casino Resort on the Las Vegas Strip.* We believe that Mr. Wynn is widely viewed as the premier designer, developer and operator of destination casino resorts in Las Vegas. We believe that Le Réve will represent a natural extension of the concepts Mr. Wynn has utilized in developing other major destination casino resorts. Rather than focusing on a highly themed experience like many other hotel casino resorts on the Las Vegas Strip, Le Réve will offer richly furnished, spacious guest rooms, fine dining, premier retail shopping, distinctive entertainment and other high-quality non-gaming amenities in a luxurious environment having a sophisticated, casually elegant ambience. In this manner, we believe that the property, rather than a theme, will be the attraction and, therefore, will have greater lasting appeal to customers.

- *Create the First New Major Hotel Casino Resort on the Las Vegas Strip in Over Four Years.* We believe that, at the time of Le Réve's planned opening in March 2005, it will have been more than four years since a major

or more of the unions to represent the workers at Le Révo. Unionization or pressure to unionize could increase our labor costs.

General Risks Associated with Our Business

Our casino, hotel, convention, retail and other facilities face intense competition.

Casino/Hotel Competition. The casino/hotel industry is highly competitive. Resorts located on or near the Las Vegas Strip compete with other Las Vegas Strip hotels and with other hotel casinos in Las Vegas on the basis of overall atmosphere, range of amenities, level of service, price, location, entertainment, theme and size. Le Révo also will compete with a large number of other hotels and motels located in and near Las Vegas, as well as other resort destinations. Many of our competitors are subsidiaries or divisions of large public companies and may have greater financial and other resources than us.

According to the Las Vegas Convention and Visitors Authority, there were approximately 94,277 hotel rooms on or around the Las Vegas Strip as of December 31, 2001. Competitors of Le Révo will include resorts on the Las Vegas Strip, among which are Bally's Las Vegas, Bellagio, Caesars Palace, Harrah's Las Vegas Hotel and Casino, Luxor Hotel and Casino, Mandalay Bay Resort & Casino, MGM Grand Hotel and Casino, The Mirage, Monte Carlo Hotel and Casino, New York-New York Hotel and Casino, Paris Las Vegas, Treasure Island at The Mirage and The Venetian, and resorts off the Las Vegas Strip, such as Las Vegas Hilton and Rio All-Suite Hotel & Casino. The Venetian has begun an expansion anticipated to consist of an approximately 1,000-room hotel tower on top of the resort's existing parking garage and approximately 150,000 square feet of additional meeting and conference space. The Venetian's expansion is expected to be completed by June 2003. In addition, Mandalay Bay Resort & Casino has announced that it will begin construction of a 1,122-room, all-suite tower connected to the current hotel casino resort in September 2002, with an expected opening date of October 2003. Mandalay Bay Resort & Casino also is expected to open a new convention and meeting complex in January 2003, and Caesars Palace is currently constructing an approximately 4,000-seat performing arts "Colosseum," which is scheduled to be completed in the first quarter of 2003.

The construction and expansion of these properties during the time that Le Révo is being constructed may affect the availability of construction labor and supplies, resulting in increased costs. We cannot assure you that the Las Vegas market will continue to grow or that hotel casino resorts will continue to be popular. A decline or leveling off of the growth or popularity of hotel casino resorts or the appeal of the features offered by Le Révo would impair our financial condition and future results of operations.

As noted elsewhere in this prospectus, Le Révo will be different from many other Las Vegas resorts in that it will not focus on a highly themed experience. Instead, Le Révo will offer an environment having a sophisticated, casually elegant ambience. Le Révo's environment may not appeal to customers. In addition, customer preferences and trends can change, often without warning, and we may not be able to predict or respond to changes in customer preferences in time to adapt Le Révo and the attractions and amenities it offers to address new trends.

Retail Competition. Retail shops in Le Révo will compete with retail malls in or near Las Vegas, including the Fashion Show Mall, which currently is undergoing a substantial remodeling and expansion, retail stores at Bellagio, The Forum Shops at Caesars Palace, The Grand Canal Shoppes at The Venetian, the Desert Passage at Aladdin Resort & Casino and other retailers in resorts on the Las Vegas Strip, all of which may attract customers away from Le Révo's retail shops.

Other Competition. Le Révo will also compete, to some extent, with other hotel/casino facilities in Nevada and in Atlantic City, with riverboat gaming facilities in other states, with hotel/casino facilities elsewhere in the world, with state lotteries and with Internet gaming. In addition, certain states recently have legalized, and others may or are likely to legalize, casino gaming in specific areas. Passage of the Tribal Government Gaming and Economic Self-Sufficiency Act in 1988 has led to rapid increases in Native American gaming operations. Also, in March 2000, California voters approved an amendment to the California Constitution, allowing federally recognized Native American tribes to conduct and operate slot machines, lottery games and banked and percentage card games on Native American land in California and in accordance with federal

law. These gambling activities are permitted if (1) the governor of California and a Native American tribe reach an agreement on a compact, (2) the California legislature ratifies the compact and (3) the federal government approves the compact. The governor, the legislature and the federal government have approved many compacts. As a result, casino-style gaming is now legal on many tribal lands in California. The proliferation of Native American gaming in California could have a negative impact on our operations. The proliferation of gaming activities in other areas could significantly harm our business as well. In particular, the legalization of casino gaming in or near metropolitan areas, such as New York, Los Angeles, San Francisco and Boston, from which we intend to attract customers, could have a substantial negative effect on our business. See "Business—Gaming Market and Competition."

Because we may be entirely dependent upon one property for all of our cash flow, we will be subject to greater risks than a gaming company that is more geographically or otherwise diversified.

If we do not develop the Macau opportunity, we do not expect to have material assets or operations other than Le Réve for the foreseeable future. As a result, we will be entirely dependent upon Le Réve for all of our cash flow. Although we own a parcel of approximately 20 acres of land located next to Le Réve along Las Vegas Boulevard and the Le Réve golf course land that will be available for future development should they be released from the liens under our credit facilities and second mortgage notes, we currently have no plans to develop these parcels. We will be subject to greater degrees of risk than a gaming company that is more geographically or otherwise diverse. The risks to which we will have a greater degree of exposure include the following:

- local economic and competitive conditions;
- inaccessibility due to inclement weather, road construction or closure of primary access routes;
- changes in local and state governmental laws and regulations, including gaming laws and regulations;
- natural and other disasters;
- an increase in the cost of electrical power as a result of, among other things, power shortages in California or other western states with which Nevada shares a single regional power grid;
- a decline in the number of visitors to Las Vegas; and
- a decrease in gaming and non-gaming activities at Le Réve.

Any of the factors outlined above could negatively affect our ability to generate sufficient cash flow to make payments on the second mortgage notes pursuant to the indenture, on

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borrowings under the credit facilities or the contemplated FF&E facility or with respect to our other debt.

Terrorism and the uncertainty of war, as well as other factors affecting discretionary consumer spending, may harm our operating results.

The strength and profitability of our business will depend on consumer demand for hotel casino resorts in general and for the type of luxury amenities Le Réve will offer. Changes in consumer preferences or discretionary consumer spending could harm our business. The terrorist attacks of September 11, 2001, and ongoing terrorist and war activities in the United States and elsewhere, have had a negative impact on travel and leisure expenditures, including lodging, gaming and tourism. We cannot predict the extent to which the events of September 11 may continue to affect us, directly or indirectly, in the future. An extended period of reduced discretionary spending and/or disruptions or declines in airline travel and business conventions could significantly harm our operations. In particular, because we expect that our business will rely heavily upon high-end credit customers, particularly international customers, factors resulting in a decreased propensity to travel internationally, like the terrorist attacks of September 11, could have a negative impact on our operations.

In addition to fears of war and future acts of terrorism, other factors affecting discretionary consumer spending, including

general economic conditions, disposable consumer income, fears of recession and consumer confidence in the economy, may negatively impact our business. Negative changes in factors affecting discretionary spending could reduce customer demand for the products and services we will offer, thus imposing practical limits on pricing and harming our operations.

Also, the terrorist attacks of September 11 have substantially affected the availability of insurance coverage for certain types of damages or occurrences. While we have obtained limited insurance coverage with respect to occurrences of terrorist acts and any losses that could result from these acts for the next year, we may not be able to obtain like insurance for later periods. The lack of sufficient insurance for these types of acts could expose us to heavy losses in the event that any damages occur, directly or indirectly, as a result of terrorist attacks and have a significant negative impact on our operations.

Le Réve is subject to extensive state and local regulation and licensing and gaming authorities have significant control over our operations, which could have a negative effect on our business.

The opening and operation of Le Réve will be contingent upon our receipt and maintenance of all regulatory licenses, permits, approvals, registrations, findings of suitability, orders and authorizations. The laws, regulations and ordinances requiring these licenses, permits and other approvals generally relate to the responsibility, financial stability and character of the owners and managers of gaming operations, as well as persons financially interested or involved in gaming operations. The scope of the approvals required to open and operate a facility are extensive. Failure to obtain or maintain the necessary approvals could prevent or delay the completion or opening of all or part of the facility or otherwise affect the design and features of Le Réve. We do not currently hold any state and local licenses and related approvals necessary to conduct our planned gaming operations and we cannot be certain that we will obtain at all, or on a timely basis, all required approvals and licenses. Failure to obtain or maintain any of the required gaming approvals and licenses could significantly impair our financial position and results of operations.

The Nevada Gaming Commission may, in its discretion, require the holder of any securities we issue, including the common stock sold pursuant to this prospectus, to file

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applications, be investigated and be found suitable to own Wynn Resorts' securities if it has reason to believe that the security ownership would be inconsistent with the declared policies of the State of Nevada.

Nevada regulatory authorities have broad powers to request detailed financial and other information, to limit, condition, suspend or revoke a registration, gaming license or related approval and to approve changes in our operations. Substantial fines or forfeiture of assets for violations of gaming laws or regulations may be levied. The suspension or revocation of any license which may be granted to us or the levy of substantial fines or forfeiture of assets could significantly harm our business, financial condition and results of operations. Furthermore, compliance costs associated with gaming laws, regulations and licenses are significant. Any change in the laws, regulations or licenses applicable to our business or a violation of any current or future laws or regulations applicable to our business or gaming license could require us to make substantial expenditures or could otherwise negatively affect our gaming operations.

Wynn Resorts' articles of incorporation will provide that, to the extent a gaming authority makes a determination of unsuitability or to the extent deemed necessary or advisable by the board of directors, Wynn Resorts may redeem shares of its capital stock or other interests in its securities that are owned or controlled by an unsuitable person or its affiliates. The redemption price will be the amount, if any, required by the gaming authority or, if the gaming authority does not determine the price, the sum deemed reasonable by Wynn Resorts. If Wynn Resorts determines the redemption price, the redemption price will be capped at the closing price of the shares on the principal national securities exchange on which the shares are listed on the trading date on the day before the redemption notice is given. If the shares are not listed on a national securities exchange, the redemption price will be capped at the closing sale price of the shares, or if the closing price is not reported, the mean of the bid and asked prices, as quoted on the Nasdaq stock market or another generally recognized reporting system. The redemption price may be paid in cash, by promissory note, or both, as required, and pursuant to the terms established by, the applicable gaming authority and, if not, as Wynn Resorts elects.

Kazuo Okada is the owner of a controlling interest in Aruze Corp., the parent company of Aruze USA, Inc., referred to as Aruze USA, which, immediately before the closing of this offering, will own 47.431% of Wynn Resorts' common stock. Under Nevada gaming regulations, any beneficial owner of more than 10% of Aruze Corp.'s voting securities must be licensed or found suitable, including Kazuo Okada and his son, Tomohiro Okada. Kazuo Okada is currently licensed by the Nevada

Gaming Commission to own the shares of Universal Distributing of Nevada, Inc., referred to as Universal Distributing, a gaming machine manufacturer and distributor. Kazuo Okada and his son previously sought approval from the Nevada Gaming Commission in connection with the proposed transfer of Universal Distributing to Aruze Corp. In connection with this application, the Nevada State Gaming Control Board raised certain concerns, including transactions which were then the subject of a pending tax case in Japan which involved Universal Distributing, Aruze Corp. and other related parties. The pursuit of this proposed transfer of Universal Distributing was deferred pending resolution of the Japanese tax case. The lower court in the Japanese tax case ruled in Aruze Corp.'s favor, but the Japanese tax authority has filed an appeal. It is unclear whether or how these events will affect the Nevada Gaming Commission's consideration of suitability with respect to Aruze USA's ownership of Wynn Resorts' stock.

Aruze Corp. has informed us that there are a number of outstanding issues in the investigation of the proposed transfer of Universal Distributing including issues relating to the transactions involved in the above-described tax proceeding. These issues, if not satisfactorily

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resolved, could result in the denial of the application. No formal action of any kind has been taken by the Nevada State Gaming Control Board or the Nevada Gaming Commission in connection with these issues. If either of these bodies was to act adversely with respect to the pending proceeding involving Universal Distributing, that decision could adversely affect an application filed by Aruze USA, Aruze Corp., Kazuo Okada or Tomohiro Okada in respect of Wynn Resorts.

Mr. Wynn, Kazuo Okada, Aruze USA, Aruze Corp. and Wynn Resorts have entered into arrangements which provide that if any gaming application of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or requested to be withdrawn or is not filed within 90 days after the filing of Wynn Resorts' application, Mr. Wynn may elect to purchase the shares owned by Aruze USA in Wynn Resorts. Mr. Wynn may pay this purchase price with a promissory note. If Mr. Wynn chooses not to exercise his right to purchase the shares, Wynn Resorts has the right to require him to purchase the shares, including with a promissory note. The prior buy-out arrangements under the Valvino operating agreement and under the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund were terminated upon the effectiveness of the new agreement. See "Certain Relationships and Related Party Transactions—Stockholders Agreement" and "—Buy-Out of Aruze USA Stock."

As described above, if Wynn Resorts, pursuant to its articles of incorporation, or Mr. Wynn, pursuant to the buy-out agreement described above, purchases the shares of Wynn Resorts' stock held by an unsuitable person or its affiliate, including Aruze USA, Wynn Resorts and/or Mr. Wynn may, in lieu of immediate payment of the purchase price, issue a promissory note. However, if the Nevada Gaming Commission were to find the unsuitable person or its affiliate unsuitable to own the voting securities of Wynn Resorts, it could also determine that the person is unsuitable to hold a promissory note for the purchase of such voting securities by Wynn Resorts or Mr. Wynn, and could determine not to approve the issuance of the promissory note to the unsuitable person or its affiliate. In such event, the Nevada Gaming Commission could order the unsuitable person or its affiliate to dispose of its voting securities within a prescribed period of time that may or may not be a sufficient period of time to dispose of the securities in an orderly manner. Depending upon the period of time for disposition required by the Nevada Gaming Commission, this could have a negative effect on the price of the stock of Wynn Resorts. In the event that the unsuitable person or its affiliate is unable or fails to dispose of its voting securities within the prescribed period of time, or if Wynn Resorts fails to pursue all lawful efforts to require the unsuitable person or its affiliate to relinquish its voting securities, including, if necessary, the immediate purchase of the voting securities for cash at fair market value, the Nevada Gaming Commission could determine that Wynn Resorts was unsuitable or could take disciplinary action against Wynn Resorts. Disciplinary action could result in the limitation, conditioning, suspension or revocation of any approvals or gaming licenses held by Wynn Resorts and/or the imposition of a significant monetary fine against Wynn Resorts. Any such disciplinary action could significantly impair our operations.

Our business will rely on high-end, international customers to whom we may extend credit, and we may not be able to collect gaming receivables from our credit players.

We expect that a significant portion of our table game revenue will be attributable to the play of a limited number of international customers. The loss or a reduction in the play of the most significant of these customers could have a substantial negative effect on our future operating results. A downturn in economic conditions in the countries in which these customers reside could cause a reduction in the frequency of visits and revenue generated by these customers.

We will conduct our gaming activities on a credit as well as a cash basis. This credit will be unsecured. Table games players typically will be extended more credit than slot players, and high-stakes players typically will be extended more credit than patrons who tend to wager lower amounts. High-end gaming is more volatile than other forms of gaming, and variances in win-loss results attributable to high-end gaming may have a positive or negative impact on cash flow and earnings in a particular quarter.

In addition, the collectibility of receivables from international customers could be negatively affected by future business or economic trends or by significant events in the countries in which these customers reside. We will extend credit to those customers whose level of play and financial resources warrant, in the opinion of management, an extension of credit.

While gaming debts evidenced by a credit instrument, including what is commonly referred to as a "marker," and judgments on gaming debts are enforceable under the current laws of Nevada, and judgments on gaming debts are enforceable in all states under the Full Faith and Credit Clause of the United States Constitution, other states may determine that direct enforcement of gaming debts is against public policy. Although courts of some foreign nations will enforce gaming debts directly and the assets in the United States of foreign debtors may be reached to satisfy a judgment, judgments on gaming debts are not binding on the courts of many foreign nations. We cannot assure you that we will be able to collect the full amount of gaming debts owed to us, even in jurisdictions that enforce gaming debts. Our inability to collect gaming debts could have a significant negative impact on our operating results.

Because we own real property, we are subject to extensive environmental regulation, which creates uncertainty regarding future environmental expenditures and liabilities.

We have incurred costs and expended funds to comply with environmental requirements, such as those relating to discharges to air, water and land, the handling and disposal of solid and hazardous waste and the cleanup of properties affected by hazardous substances. Under these and other environmental requirements, we, as the owner of the property on which Le Réve is situated, may be required to investigate and clean up hazardous or toxic substances or chemical releases at that property. As an owner or operator, we could also be held responsible to a governmental entity or third parties for property damage, personal injury and investigation and cleanup costs incurred by them in connection with the contamination.

These laws typically impose cleanup responsibility and liability without regard to whether the owner or operator knew of or caused the presence of the contaminants. The liability under those laws has been interpreted to be joint and several unless the harm is divisible and there is a reasonable basis for allocation of the responsibility. The costs of investigation, remediation or removal of those substances may be substantial, and the presence of those substances, or the failure to remediate a property properly, may impair our ability to rent or otherwise use our property.

We believe that we have remediated all material environmental risks of which we are currently aware at the hotel site and on the existing golf course. However, in connection with constructing the new golf course, which will require significant grading, we may discover unforeseen environmental risks which we will need to incur costs to remediate. In addition, we will incur costs associated with asbestos removal from an existing office building in the event we decide to develop the 20-acre parcel of land located north of Le Réve along Las Vegas Boulevard that will be available for future development should it be released from the liens under our credit facilities and the second mortgage notes. We may be required to incur

significant costs to remediate these or other environmental hazards or to mitigate environmental risks.

The loss of management and other key personnel could significantly harm our business.

Our ability to maintain our competitive position is dependent to a large degree on the efforts and skills of our senior management team, including Stephen A. Wynn, the Chairman of the Board and one of the principal stockholders of Wynn Resorts. Although we plan to enter into employment agreements with some of our senior executives, including Stephen A. Wynn, Marc D. Schorr, Kenneth R. Wynn, John Strzemp, DeRuyter O. Butler and Marc H. Rubinstein, we cannot guarantee

that these individuals will remain with us. If we lose the services of any members of our management team or other key personnel, or if they are unable to devote sufficient attention to our operations, our business may be significantly impaired. We cannot assure you that we will be able to retain our existing senior management personnel or to attract additional qualified senior management personnel. See "Management."

In addition, our officers, directors and certain key employees also will be required to file applications with the Nevada gaming authorities and may be required to be licensed or found suitable by the Nevada gaming authorities. If the Nevada gaming authorities were to find an officer, director or key employee unsuitable for licensing or unsuitable to continue having a relationship with us, we would have to sever all relationships with that person. Furthermore, the Nevada Gaming Commission may require us to terminate the employment of any person who refuses to file appropriate applications. Either result could significantly impair our gaming operations.

Until construction of Le Rêve is close to completion, we do not believe that we will require extensive operational management. Accordingly, we have kept and intend to keep our permanent staff at relatively low levels. We will be required to undertake a major recruiting and training program before Le Rêve opens. While we believe that we will be able to attract and retain a sufficient number of qualified individuals to operate Le Rêve on acceptable terms, the pool of experienced gaming and other personnel is limited and competition to recruit and retain gaming and other personnel is likely to intensify as more hotel casinos are opened. We cannot assure you that these employees will be available to us.

We will be subject to regulatory control by the Public Utilities Commission of Nevada.

Desert Inn Improvement Co., a subsidiary of Wynn Resorts and its subsidiary, Desert Inn Water Company, provides water service to the existing office building on the site of the former Desert Inn Resort & Casino and the remaining homes around the Desert Inn golf course. As a result, Desert Inn Improvement Co. is a public utility under Nevada law. The public utility status of Desert Inn Improvement Co. will impose regulatory restrictions on us. For example, if we decide to make changes to our ownership structure, such as in a merger or acquisition transaction or a significant stock issuance, or a sale of Aruze USA's shares of Wynn Resorts' common stock in the event that Aruze USA is found to be unsuitable to own such stock, we will likely be required to obtain the prior approval of the Public Utilities Commission of Nevada. We will also be required to obtain the prior approval of the Public Utilities Commission of Nevada to transfer ownership of Desert Inn Water Company to Wynn Resorts Holdings. We cannot assure you that these regulatory requirements will not delay or prevent us from entering into transactions or operating our business in a manner that might be beneficial to our stockholders.

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The golf course land may be subject to restrictions which could prevent us from constructing the new golf course in accordance with our current plans and may inhibit future development of that land.

We intend to construct the new golf course on a 137-acre parcel of land located behind the hotel. Valvino acquired a portion of this parcel in connection with our purchase of the Desert Inn Resort & Casino and acquired the remainder when it purchased the residential lots located in the interior of, and some, but not all, of the lots around the former Desert Inn golf course. The residential lots, previously known as the Desert Inn Country Club Estates, were subject to various conditions, covenants and restrictions recorded against the lots in 1956 and amended from time to time since then. We believe that these conditions, covenants and restrictions were terminated in accordance with Nevada law in June 2001. However, some of the remaining homeowners have brought a lawsuit against Valvino challenging, among other things, the termination of the covenants, conditions and restrictions. If the plaintiffs prevail on their claims and the conditions, covenants and restrictions remain in effect, we may have to adjust our current plans for the construction of the golf course by redesigning some of the holes located on the periphery of the course.

In addition, at least two of the homeowners have alleged the existence of an equitable implied restriction prohibiting any alternative commercial development of the golf course. If the plaintiffs prevail on this claim, any future development of the golf course parcel for an alternative use may be restricted. Valvino is vigorously contesting the homeowners' claims and will continue to do so. See "Business—Legal Proceedings."

Risks Associated with our Macau Opportunity

We may not be able to construct and operate casinos in Macau.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Concession Contract for Macau. Wynn Resorts (Macau), S.A., holds a provisional concession to negotiate with the government of Macau a concession agreement permitting the construction and operation of casinos in Macau. Before April 22, 2002, Mr. Wynn owned a majority of the outstanding equity interests of Wynn Resorts (Macau), S.A. On April 22, 2002, Mr. Wynn contributed his interest in Wynn Resorts (Macau), S.A., to Valvino. This interest was valued at approximately \$56 million, after reimbursement to Mr. Wynn of approximately \$825,000 advanced by him to Wynn Resorts (Macau), S.A., in connection with the negotiation of the concession agreement and other development activities in Macau. Minority partners currently hold approximately 10% of the ownership interest in Wynn Resorts (Macau), S.A., and, ultimately, are expected to hold approximately 20% of such ownership interest.

Stockholders Agreement. As previously discussed, Mr. Wynn, Aruze USA and Baron Asset Fund are parties to a stockholders agreement. The stockholders agreement establishes various rights among Mr. Wynn, Aruze USA and Baron Asset Fund with respect to the ownership and management of Wynn Resorts. These rights include, but are not limited to, certain tag-along rights, preemptive rights, rights of first refusal and certain other restrictions on the transfer of the shares of Wynn Resorts' common stock owned by the parties to the stockholders agreement. In addition, under the stockholders agreement, Mr. Wynn and Aruze USA have agreed to vote their shares of Wynn Resorts' common stock for a slate of directors, a majority of which will be designated by Mr. Wynn, of which two will be independent directors, and the remaining members of which will be designated by Aruze USA. As a result of this voting arrangement, Mr. Wynn may control Wynn Resorts' board of directors. The stockholders agreement incorporates certain provisions set forth in the operating agreement for Valvino pursuant to which, if Aruze USA's ownership of the shares of Wynn Resorts' common stock impairs Wynn Resorts' ability to obtain a gaming license, either Wynn Resorts or Mr. Wynn could purchase the shares of Wynn Resorts owned by Aruze USA. In addition, in such circumstances, Aruze USA could demand that Wynn Resorts purchase its shares. These arrangements were terminated under the arrangement described below. In other respects, the stockholders agreement will continue to be in effect after the completion of this offering.

Buy-Out of Aruze USA Stock. Mr. Wynn, Kazuo Okada, Aruze USA, Aruze Corp. and Wynn Resorts have entered into arrangements which provide that if any gaming application of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or requested to be withdrawn or is not filed within 90 days after the filing of Wynn Resorts' application, Mr. Wynn may elect to purchase the shares owned by Aruze USA in Wynn Resorts. Mr. Wynn may pay this purchase price with a promissory note. If Mr. Wynn chooses not to exercise his right to purchase the shares, Wynn Resorts has the right to require him to purchase the shares, including with a promissory note. The prior buy-out arrangements under the Valvino operating agreement and under the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund were terminated upon the effectiveness of the new agreement.

Wynn Design & Development. Wynn Design & Development, a wholly owned subsidiary of Wynn Resorts, is responsible for the design and architecture of Le Réve (except for the showroom) and for managing construction costs and risks associated with the Le Réve project. Nevada law requires that a firm licensed as a professional architectural organization certify architectural plans. These architectural services for the Le Réve project will be provided by the firm of Butler/Ashworth Architects, Ltd., LLC. The principals of the Butler/Ashworth firm are DeRuyter Butler and Glen Ashworth, both of whom are employees of Wynn Design &

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Development. Mr. Butler is Executive Vice President of Wynn Design & Development. Wynn Design & Development is the only client of the Butler/Ashworth firm and pays the salaries and benefits of Messrs. Butler and Ashworth. Neither we nor Mr. Wynn has an ownership interest in Butler/Ashworth.

Art Gallery. We operate an art gallery at the former premises of the Desert Inn Resort & Casino in which we display paintings from The Wynn Collection. The art gallery is expected to remain open during the construction of Le Réve. We lease The Wynn Collection from Mr. and Mrs. Wynn pursuant to an Art Rental and Licensing Agreement. Under the agreement, we pay the expenses of exhibiting works from The Wynn Collection and reimburse Mr. and Mrs. Wynn for the expense of insuring the collection while we exhibit it, which insurance costs approximately \$100,000 per year. In addition, we have agreed to make monthly lease payments for the art at a rate equal to the gross revenue received by the gallery each month, less direct expenses, subject to a monthly cap. Under the agreement, we were not required to make any such lease payments prior to April 30, 2002. However, had we been required to make such payments, no amounts would have been due under the lease

EXHIBIT Z

S-1/A 1 a2085104zs-1a.htm FORM S-1/A

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As filed with the Securities and Exchange Commission on October 25, 2002

Registration No. 333-90600

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 10
to
FORM S-1
REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

Wynn Resorts, Limited

(Exact name of Registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation or organization)

7990
(Primary Standard Industrial
Classification Code Number)

46-0484987
(I.R.S. Employer
Identification Number)

3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 733-4444

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Ronald J. Kramer
President
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 733-4444

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public:
As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If delivery of the prospectus is expected to be made pursuant to Rule 434 under the Securities Act, check the following box. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee(3)
Common stock, par value \$0.01 per share	\$517,500,000	\$47,610

- (1) Includes \$41,099,253 of aggregate offering price of shares of common stock that may be sold pursuant to the underwriters' over-allotment options.
 (2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act.
 (3) Previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to such Section 8(a), may determine.

Subject to Completion, Dated October 25, 2002

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Wynn Resorts, Limited

34,615,000 Shares

Common Stock

This is the initial public offering of Wynn Resorts, Limited. We are offering 34,615,000 shares of our common stock. We anticipate that the initial public offering price will be between \$13.00 and \$14.00 per share. Our common stock has been approved for quotation on The Nasdaq National Market under the symbol "WYNN."

Concurrent with this offering, our wholly owned subsidiaries, Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp., are jointly offering \$365 million in aggregate principal amount at maturity of second mortgage notes and Wynn Las Vegas is entering into credit facilities providing for borrowings of up to \$1 billion and a \$188.5 million loan facility for the purchase of certain furniture, fixtures and equipment. We will guarantee the second mortgage notes and the debt facilities on an unsecured basis, unless we grant specified other liens and are required to secure our guarantee.

Investing in our common stock involves a high degree of risk. See "Risk Factors" beginning on page 10.

None of the Securities and Exchange Commission or any state securities commission, the Nevada State Gaming Control Board, the Nevada Gaming Commission or any state gaming commission or any other gaming regulatory authority has approved or disapproved of these securities, passed on the investment merits of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	\$	\$
Underwriting discounts and commissions(1)	\$	\$
Proceeds, before expenses, to Wynn Resorts, Limited(1)	\$	\$

- (1) Of the 34,615,000 shares of common stock offered hereby, Wynn Resorts intends to offer a total of 13,538,462 shares directly to certain purchasers, including Stephen A. Wynn, Chairman of the Board, Chief Executive Officer and a principal stockholder of Wynn Resorts, and Anzo USA, Inc., another principal stockholder of Wynn Resorts, each of whom has expressed interest in purchasing 5,769,231 shares at the price being offered to the public. The underwriters will not receive any underwriting discounts or commissions on any shares of common stock purchased by these purchasers.

We have granted to the underwriters the right to purchase up to 3,161,481 additional shares of common stock to cover over-allotments.

Joint Book-Running Managers

Deutsche Bank Securities Bear, Stearns & Co. Inc. Banc of America Securities LLC

JPMorgan Dresdner Kleinwort Wasserstein

Jefferies & Company, Inc. Lazard SG Cowen Thomas Weisel Partners LLC

The date of this prospectus is , 2002.

DESCRIPTION OF ARTWORK

[Le Réve site map and map of geography of Macau and surrounding area]

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. We urge you to read this entire prospectus carefully, including the financial data and related notes and the "Risk Factors" section beginning on page 10 before making an investment decision.

Wynn Resorts, Limited was recently organized as a Nevada corporation in preparation for this offering. Until recently,

for violations of gaming laws or regulations may be levied. The suspension or revocation of any license which may be granted to us or the levy of substantial fines or forfeiture of assets could significantly harm our business, financial condition and results of operations. Furthermore, compliance costs associated with gaming laws, regulations and licenses are significant. Any change in the laws, regulations or licenses applicable to our business or a violation of any current or future laws or regulations applicable to our business or gaming license could require us to make substantial expenditures or could otherwise negatively affect our gaming operations.

Wynn Resorts' articles of incorporation provide that, to the extent a gaming authority makes a determination of unsuitability or to the extent deemed necessary or advisable by the board of directors, Wynn Resorts may redeem shares of its capital stock that are owned or controlled by an unsuitable person or its affiliates. The redemption price may be paid in cash, by promissory note, or both, as required, and pursuant to the terms established by, the applicable gaming authority and, if not, as Wynn Resorts elects. See "—Risks Related to the Offering—We may redeem your shares due to regulatory considerations, either as required by gaming authorities or in our discretion."

The Nevada Gaming Commission may require the disposition of shares of certain stockholders of Wynn Resorts in a

<http://www.sec.gov/Archives/edgar/data/1174922/000091205702039681/a2085104zs-1a.htm>, 9/27/2012

manner that may cause us to incur debt or disrupt our stock price.

Kazuo Okada is the owner of a controlling interest in Aruze Corp., the parent company of Aruze USA, Inc., referred to as Aruze USA, which, before giving effect to the closing of this offering, owns approximately 47.4% of Wynn Resorts' common stock. Under the Nevada gaming regulations, any beneficial owner of more than 10% of Aruze Corp.'s voting securities must be licensed or found suitable in respect of Aruze USA's ownership interest in Wynn Resorts, including Kazuo Okada and his son, Tomohiro Okada. Kazuo Okada is currently licensed by the Nevada Gaming Commission to own the shares of Universal Distributing of Nevada, Inc., referred to as Universal Distributing, a gaming machine manufacturer and distributor. Kazuo Okada and his son previously sought approval from the Nevada Gaming Commission in connection with the proposed transfer of Universal Distributing to Aruze Corp. In connection with this application, the Nevada State Gaming Control Board raised certain concerns, including transactions which were then the subject of a pending tax case in Japan which involved Universal Distributing, Aruze Corp. and other related parties. The lower court in the Japanese tax case ruled in Aruze Corp.'s favor, but the Japanese tax authority has filed an appeal. It is unclear whether or how these events will affect the Nevada Gaming Commission's consideration of suitability with respect to Aruze USA's ownership of Wynn Resorts' stock.

Aruze Corp. has informed us that there are a number of outstanding issues in the Nevada State Gaming Board's investigation of the proposed transfer of Universal Distributing in addition to the issues relating to the transactions involved in the above-described tax proceeding. These issues, together with issues relating to the Japanese tax proceeding, if not satisfactorily resolved, could result in the denial of the application. No formal action of any kind has been taken by the Nevada State Gaming Control Board or the Nevada Gaming Commission in connection with these issues. The Nevada State Gaming Control Board and Aruze have agreed to defer the pursuit of the proposed transfer of Universal Distributing until or after the applications regarding Le Réve have been acted upon. If the Nevada State Gaming Control Board or the Nevada Gaming Commission were to act adversely with respect to the pending proceeding involving Universal Distributing, that decision could adversely affect an application filed by Aruze USA, Aruze Corp., Kazuo Okada or Tomohiro Okada in respect of Wynn Resorts.

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If any gaming application of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or requested to be withdrawn or is not filed within 90 days after the filing of Wynn Resorts' application, then, under certain circumstances, Wynn Resorts has the right to require Mr. Wynn to purchase the shares owned by Aruze USA in Wynn Resorts, including with a promissory note, or the right to purchase the shares directly with a promissory note. If we are required to purchase the shares held by Aruze USA, we may have to seek equity financing for such a purchase or issue a promissory note to Aruze USA. Any such debt obligation on our balance sheet may negatively affect the price of our common stock. See "Certain Relationships and Related Transactions—Stockholders Agreement" and "—Buy-Out of Aruze USA Stock."

Moreover, if the Nevada Gaming Commission were to determine that Aruze USA is unsuitable to hold a promissory note issued by Wynn Resorts or Mr. Wynn, the Nevada Gaming Commission could order Aruze USA or its affiliate to dispose of its voting securities within a prescribed period of time that may not be sufficient to dispose of the securities in an orderly manner, which could have a negative effect on the price of the stock of Wynn Resorts.

If Aruze USA or its affiliate does not dispose of its voting securities within the prescribed period of time, or if Wynn Resorts fails to pursue all lawful efforts to require Aruze USA or its affiliate to relinquish its voting securities, including, if necessary, the immediate purchase of the voting securities for cash at fair market value, the Nevada Gaming Commission could determine that Wynn Resorts was unsuitable or could take disciplinary action against Wynn Resorts. Disciplinary action could result in the limitation, conditioning, suspension or revocation of any approvals or gaming licenses held by Wynn Resorts and/or the imposition of a significant monetary fine against Wynn Resorts. Any such disciplinary action could significantly impair our operations.

Our Las Vegas business will rely on high-end, international customers to whom we may extend credit, and we may not be able to collect gaming receivables from our credit players.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Contribution of Interest in Wynn Macau. Before April 22, 2002, Stephen A. Wynn owned a majority of the outstanding equity interests of Wynn Macau. At the time, Wynn Macau had been awarded a provisional concession to negotiate a concession agreement with the Macau government to construct and operate one or more casinos in Macau. On April 22, 2002, in connection with additional contributions to Valvino by Aruze USA and Baron Asset Fund, Mr. Wynn contributed his interest in Wynn Macau to Valvino. This interest was valued at approximately \$56 million by the parties, after reimbursement to Mr. Wynn of approximately \$825,000 advanced by him to Wynn Macau in connection with the negotiation of the concession agreement and other development activities in Macau. Similar advances by Valvino to Wynn Macau of approximately \$458,000 were treated as capital contributions by Valvino upon its acquisition of the Macau interest. Subsequent to this contribution, Wynn Macau entered into a concession agreement with the government of Macau permitting it to construct and operate casinos in Macau. See "Management's Discussion & Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Material Transactions Affecting Liquidity and Capital Resources."

Stockholders Agreement. Mr. Wynn, Aruze USA and Baron Asset Fund are parties to a stockholders agreement. The stockholders agreement establishes various rights among Mr. Wynn, Aruze USA and Baron Asset Fund with respect to the ownership and management of Wynn Resorts. These rights include, but are not limited to, the following preemptive rights, rights of first refusal, tag-along rights and certain other restrictions on the transfer of the shares of Wynn Resorts' common stock owned by the parties to the stockholders agreement.

Under the stockholders agreement, if Mr. Wynn, Aruze USA or Baron Asset Fund purchase shares of Wynn Resorts' common stock from Wynn Resorts in a private placement on terms and conditions that are not offered to the other parties to the agreement, the purchasing stockholder must afford the other parties preemptive rights. These preemptive rights will allow the non-purchasing parties to purchase that number of shares in the purchasing stockholder's allotment of private placement shares that is necessary to maintain the parties' shares in the same proportion to each other that existed prior to the private placement.

In addition, under the stockholders agreement, the parties granted each other a right of first refusal on their respective shares of Wynn Resorts' common stock. Under this right of first refusal, if any such stockholder wishes to transfer any of his or its shares of Wynn Resorts' common stock to anyone other than a permitted transferee, and has a bona fide offer from any person to purchase such shares, the stockholder must first offer the shares to the other parties to the stockholders agreement on

<http://www.sec.gov/Archives/edgar/data/1174922/000091205702039681/a2085104zs-1a.h...> 9/27/2012

payments for the art at a rate equal to the gross revenue received by the gallery each month, less direct expenses, subject to a monthly cap. Under the agreement, we were not required to make any such lease payments prior to June 30, 2002. However, had we been required to make such payments, no amounts would have been due under the lease payment formula because, to date, our expenses in operating the art gallery have exceeded the revenue generated from such operations.

On August 19, 2002, we and Mr. and Mrs. Wynn entered into an amended and restated art rental and licensing agreement. The material terms of the amended and restated agreement are substantially the same as the material terms of the previous agreement, except that the monthly lease payments for the art are at a rate equal to one-half of the gross revenue, as calculated under the agreement, received by the gallery each month, less direct expenses, subject to a monthly cap. Under the amended and restated agreement, if there is a loss in any particular month, as calculated under the agreement, Mr. and Mrs. Wynn are obligated to reimburse us the amount of the loss. We continue to be obligated to reimburse Mr. and Mrs. Wynn for the expense of insuring the collection while we exhibit it (which reimbursement is treated as a direct expense), which insurance cost for the twelve months ended June 30, 2003 will be approximately \$275,000. Prior to opening Le Rêve, we do not expect to make any material payments under the amended and restated agreement. Under the amended and restated agreement, subject to certain notice restrictions, Mr. and Mrs. Wynn have the right to remove or replace any or all of the works of art that will be displayed in the art gallery.

On September 18, 2002, we and Mr. and Mrs. Wynn entered into a second amended and restated art rental and licensing agreement to permit us to continue to lease The Wynn Collection as an attraction at Le Rêve under the same terms as the previous agreement.

Aircraft Arrangements. Until January 2002, Valvino used a Gulfstream Aerospace model G-1159A aircraft in its business operations. The aircraft was owned by Kevyn, LLC, which, until April 1, 2001, was wholly owned by Mr. Wynn, and leased to and operated under a Part 135 charter certificate by Las Vegas Jet, LLC, formerly Las Vegas CharterJet, LLC, a charter business owned by Mr. Wynn. Valvino paid Las Vegas Jet an hourly rate for its use of the aircraft and disbursed funds for payroll, property taxes, insurance and all other operating expenses on behalf of Las Vegas Jet. As of April 1, 2001, and in accordance with Valvino's operating agreement, Mr. Wynn sold Kevyn to Valvino for \$10,035,000. Pursuant to Federal Aviation Administration regulations restricting the registration of aircraft in the United States by entities with substantial foreign ownership, Kevyn transferred legal title to the aircraft to First Security Bank, National Association, a national banking association, pursuant to a Trust Agreement dated as of April 2, 2001. After the transfers, Kevyn continued to lease the aircraft to Las Vegas Jet, and Las Vegas Jet continued to use the aircraft in its charter business. Valvino paid Las Vegas Jet an hourly rate for its use of the aircraft, and was in turn paid by Las Vegas Jet (through Kevyn) under the aircraft lease. Valvino paid Las Vegas Jet approximately \$451,800 and \$918,900 for its use of the aircraft in 2000 and 2001, respectively, and approximately \$13,600 for its use of the aircraft in January 2002. Wynn Macau paid Las Vegas Jet approximately \$72,600 for its use of the aircraft in 2001. On March 26, 2002, Kevyn sold the aircraft to an unrelated buyer.

From January 2002 until May 30, 2002, Valvino used a Bombardier Global Express aircraft, serial number 9065, in its business operations. The aircraft was owned by World Travel and was leased to and operated by Las Vegas Jet. Valvino paid Las Vegas Jet an hourly rate of \$6,800 per hour for its use of the aircraft. Las Vegas Jet and World Travel were owned entirely by Mr. Wynn. Valvino paid Las Vegas Jet approximately \$356,000 for the use of its aircraft during this period. Wynn Macau paid Las Vegas Jet approximately \$211,000 for its use of the

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aircraft during the period following the contribution by Wynn Macau to Valvino and prior to May 30, 2002.

On May 30, 2002, Mr. Wynn sold World Travel and Las Vegas Jet to Valvino for approximately \$38.2 million (consisting of approximately \$9.7 million in cash and the release of Mr. Wynn from a guarantee on the approximately \$28.5 million of remaining indebtedness of World Travel secured by the aircraft), the amount that World Travel paid for the aircraft. Pursuant to Federal Aviation Administration regulations restricting the registration of aircraft in the United States by entities with substantial foreign ownership, World Travel transferred legal title to the aircraft to Wells Fargo Bank Northwest, National Association, a national banking association, pursuant to a Trust Agreement dated as of May 10, 2002. At that time, World Travel had remaining indebtedness of \$28.5 million secured by the aircraft. Valvino guaranteed this indebtedness in connection with the purchase of the aircraft. Mr. Wynn was released from his guarantee of that indebtedness. Wynn Las Vegas intends to use approximately \$28.5 million of the FF&E facility to refinance the indebtedness by means of a loan to be

evidenced by an intercompany note from World Travel.

World Travel continues to lease the aircraft to Las Vegas Jet. Las Vegas Jet operates the aircraft for Wynn Resorts and its subsidiaries.

Reimbursable Costs. We have periodically incurred costs on Mr. Wynn's behalf, including costs with respect to Mr. Wynn's personal use of the corporate aircraft, household employees at Mr. Wynn's residence, personal legal fees, construction work at Mr. Wynn's home and other personal purchases. Mr. Wynn fully reimburses us for such personal costs. These balances have been settled at regular intervals, usually monthly. We did not charge Mr. Wynn interest on outstanding amounts pending reimbursement. The largest unreimbursed balance of these items at any time since our inception was approximately \$213,000. As of August 12, 2002, Mr. Wynn had reimbursed us for all amounts outstanding, including charges for his use of the corporate jet. We and Mr. Wynn have terminated the arrangements pursuant to which such costs are incurred by us and later reimbursed by Mr. Wynn. Mr. Wynn will deposit a credit balance for such items in the future.

Tax Overpayment. In 2001, Mr. Wynn made a substantial overpayment of his personal estimated 2001 federal income taxes to the Internal Revenue Service. Pursuant to a tax procedure set forth in Internal Revenue Service Announcement No. 2001-112, announced October 26, 2001, a taxpayer may redesignate estimated income tax payments as employment tax deposits. In reliance on this announcement, Mr. Wynn applied \$5,000,000 of his overpayment to the fourth quarter employment taxes of Valvino. By using this procedure, Mr. Wynn accelerated the refund of his overpayment. In May 2002, the Internal Revenue Service issued a refund for \$5,000,000 to Valvino and Valvino reimbursed this sum of money to Mr. Wynn.

Tax Indemnification Agreement. Mr. Wynn, Aruze USA, Baron Asset Fund, and the Kenneth R. Wynn Family Trust, referred to collectively as the Valvino members, Valvino and Wynn Resorts have entered into a tax indemnification agreement relating to their respective income tax liabilities. Prior to the contribution of the Valvino membership interests to Wynn Resorts, the income and deductions of Valvino passed through to the Valvino members under the rules governing partnerships for federal tax purposes and were taken into account by them at their personal tax rates. Commencing upon the contribution of the Valvino membership interests to Wynn Resorts, income and deductions are to be treated as income and deductions of Wynn Resorts, a C corporation for federal tax purposes, and are to be taken into account by it at applicable corporate tax rates. A reallocation of deductions of Valvino from the period prior to the contribution to the period commencing upon the contribution, or a reallocation of income of Wynn Resorts from the period commencing upon the contribution

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to the period prior to the contribution, would increase the amount of taxable income (or decrease the amount of loss) reported by the Valvino members and decrease the amount of taxable income (or increase the amount of loss, including carryforwards, or increase the amount of tax basis in the assets) of Wynn Resorts. Accordingly, the tax indemnification agreement generally provides that the Valvino members will be indemnified by Wynn Resorts and its subsidiaries for additional tax costs (including interest and penalties) caused by reallocations that increase the taxable income or decrease the tax loss of the Valvino members for the period prior to the contribution of the Valvino membership interests. Any payment made pursuant to the agreement by Wynn Resorts or any of its subsidiaries to the Valvino members may be non-deductible for income tax purposes.

Purchase of Country Club Membership. In 2000, Valvino purchased a country club membership at a cost of approximately \$133,400. Stephen A. Wynn was the designated user of the membership and paid all membership and other fees associated with his use of the membership. In October 2002, Mr. Wynn purchased the membership from Valvino at a cost of approximately \$133,400.

Management Agreement. Wynn Resorts will enter into a management agreement with the restricted entities to provide management and consulting services to Valvino and its subsidiaries. The agreement will have a ten-year term, subject to earlier termination by Wynn Las Vegas for cause or upon 60 days written notice without cause. After the opening of Le Réve, Wynn Resorts will receive an annual management fee of up to 1.5% of consolidated net revenues of Wynn Las Vegas (generally, cash revenues). In addition, Wynn Resorts will be reimbursed for all expenses incurred on behalf of Valvino and its subsidiaries. Payment of the management fee to Wynn Resorts will be subordinated to the rights of the lenders under the credit facilities, the second mortgage note holders and the lenders under the FF&B facility. Wynn Resorts will be afforded customary indemnities against liability arising in the execution of its duties.

Capitalization of Valvino. For information regarding the formation of Wynn Resorts and capital contributions to Valvino, the predecessor of Wynn Resorts, see "Management's Discussion & Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Material Transactions Affecting Liquidity and Capital Resources."

Certain Business Relationships. From July 1999 to October 2001, Ronald J. Kramer was a managing director at Dresdner Kleinwort Wasserstein and its predecessor, Wasserstein Perella & Co. Affiliates of Dresdner Kleinwort Wasserstein are acting as a co-lead managing underwriter in this offering and a joint book-running manager in the offering of the second mortgage notes by Wynn Las Vegas and Wynn Capital. In addition, affiliates of Dresdner Kleinwort Wasserstein may participate in the credit facilities and/or FF&E facility.

Purchases of Common Stock. Each of Stephen A. Wynn, Chairman of the Board, Chief Executive Officer and a principal stockholder of Wynn Resorts and Aruze USA, a principal stockholder of Wynn Resorts, has expressed interest in purchasing 5,769,231 shares of common stock directly from us at the price being offered to the public. Wynn Resorts intends to offer these shares directly to Mr. Wynn and Aruze USA as part of this offering.

The underwriters will not receive any underwriting discounts or commissions on any shares of common stock purchased by Mr. Wynn or Aruze USA.

EXHIBIT AA

Bin Hammam's Life Ban From Soccer Overturned by Sports Court

By Tariq Panja on July 19, 2012

<http://www.businessweek.com/news/2012-07-19/bin-hammam-s-life-ban-from-soccer-overturned-by-top-sports-court>

Mohamed bin Hammam's lifetime ban from soccer for allegedly bribing officials in his bid for FIFA's presidency has been overturned by sport's top court.

In its ruling the Lausanne, Switzerland-based Court of Arbitration for Sport said there was "insufficient evidence" for soccer's governing body to expel the Qatari. FIFA acted after asking former Federal Bureau of Investigation head Louis Freeh to investigate claims Bin Hammam paid \$40,000 to Caribbean voters in return for their backing.

"The CAS has upheld Mr. Bin Hammam's appeal, annulled the decision rendered by the FIFA Appeal Committee and lifted the life ban imposed on Mr. Bin Hammam," the court said in a ruling posted on its website.

The 63-year-old was the head of Asian soccer when he ran for president of FIFA against incumbent Sepp Blatter. Bin Hammam ended his campaign shortly before FIFA started an investigation into him, and days before Blatter was re-elected to a fourth four-year term as the only candidate.

The verdict is the latest blow to hit FIFA. The organization responsible for the \$5 billion World Cup, sport's most-watched event, has faced corruption scandals and is in the middle of a program to reform its corporate governance.

CAS said that although it was upholding Bin Hammam's appeal it didn't mean he was innocent of the charges.

'Concern'

"It is a situation of 'case not proven', coupled with concern on the part of the panel that the FIFA investigation was not complete or comprehensive enough to fill the gaps in the record," CAS said.

FIFA said in a statement it "has noted with concern the decision."

Earlier this week the Asian soccer confederation said it had provisionally suspended Bin Hammam from any soccer activity following an audit of the governing body's accounts. FIFA said it extended the suspension globally yesterday pending the conclusion of that case.

The Asian confederation today said Bin Hammam is still suspended. The governing body declined to comment further in a statement on its website.

Bin Hammam said he intended to quit the sport once he had cleared his name.

'One Mission'

"I have one aim, one mission, one target and that is to clear my name and then I say goodbye," Bin Hammam said in an interview with the British Broadcasting Corp.'s World Service. "I have served football more than 42 years, and the last year I have seen a very bad, very ugly face of sport and of football."

FIFA banned 11 officials, reprimanded five more and warned six following its investigation into a specially convened meeting of the Caribbean Football Union in Trinidad on May 10, 2011, where it was alleged delegates received envelopes stuffed with \$40,000 from Bin Hammam's campaign. Former FIFA Vice President Jack Warner, who arranged the meeting, quit soccer amid the investigation.

"Mr. Warner arranged for each of the members present to be offered a personal gift of \$40,000 and said that the gift was from the CFU," CAS's written summary of the case said. "The following morning, at an urgent meeting, Mr. Warner changed his story, telling those present that the gift was from Mr. Bin Hammam."

Warner described himself as a victim of a "witch hunt" hours after ending a three-decade stay on FIFA's top board.

Source of Monies

CAS said its panel wasn't presented with "any direct evidence to link" Bin Hammam with bringing the money into Trinidad or its transfer to Warner and the offer to CFU delegates "for the purpose of inducing them to vote for Mr. Bin Hammam."

CAS said it found that Bin Hammam was "more likely than not the source of the monies" and that his efforts "in collaboration with and most likely induced by Mr. Warner" may not have complied with the highest ethical standards in sports.

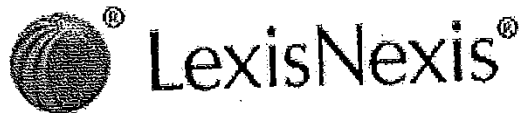
The court said it would be possible to reopen the case if evidence related to events in the Caribbean was found by FIFA's new independent investigators. FIFA two days ago named former U.S. attorney Michael J. Garcia as head investigator for its restructured ethics committee.

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EXHIBIT BB



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THE WALL STREET JOURNAL
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HEADLINE: A Gambling Man Raises the Ante --- Japan's Kazuo Okada Is Building a Casino Empire Even as He Battles Former Partner Steve Wynn

BYLINE: By Yoree Koh, Alexandra Berzon and Kate O'Keeffe

BODY:

TOKYO -- Kazuo Okada is known for making risky bets. The 69-year-old Japanese pinball magnate has poured millions of dollars into businesses ranging from pizza delivery to macadamia nuts while cranking out slot machines that have made waves in the \$118 billion global gambling market.

Now, the entrepreneur is making his biggest bet yet: He's trying to transform himself into a casino operator by building a \$2 billion gambling resort in the Philippines and investing in a proposed resort in South Korea. And he's doing it while waging a battle against one of the kings of the casino world, his former business partner Steve Wynn.

The stakes in Mr. Okada's latest gamble are high. Success would make him a formidable player in the Asian casino market, which is the fastest-growing in the world. But failure would pummel his company, Universal Entertainment Corp., which already has put \$500 million, equivalent to some nine years of earnings, into the Philippines project.

Mr. Okada this month told officials in the South Korean city of Incheon that his company will pony up 60% of the investment for a proposed 4.9 trillion won (\$4.21 billion) resort there. Universal has already put about 49 billion won into a fund devoted to the project.

Skeptics, including Mr. Wynn, say Mr. Okada doesn't have the know-how or the finances to make the Asian resorts

A Gambling Man Raises the Ante --- Japan's Kazuo Okada Is Building a Casino Empire Even as He Battles Former Partner Steve Wynn The Wall Street Journal June 19, 2012 Tuesday

a success. "I said, 'Why would you want to do it? You don't know how to build a \$2 billion hotel,'" Mr. Wynn says he told Mr. Okada in 2008. "The man had become a multibillionaire. What did he need the Philippines for?" Mr. Wynn asks.

Messrs. Wynn and Okada -- who together founded the company that became Wynn Resorts Ltd. in 2000 -- have been battling since late last year over Mr. Okada's Philippines investment. Mr. Wynn and the other Wynn directors in February forced Mr. Okada out of the company and bought his stake at a steep discount, based on corruption accusations against Mr. Okada. An outside investigation commissioned by the company found that Mr. Okada had made improper payments to public officials in the Philippines. Mr. Okada denies any wrongdoing.

The company also filed suit against Mr. Okada accusing him of breaching his fiduciary duties as a Wynn board member by developing his Philippines resort, in part because the resort would compete with Wynn for Chinese gamblers. (Macau, the Chinese gambling enclave, is Wynn's most important market.)

Mr. Okada responded in March by filing a countersuit in federal court that said Mr. Wynn and other executives had schemed to defraud him and push him out of the company.

Last month, Wynn Resorts moved in federal court to dismiss Mr. Okada's suit. The company has also said it plans to hold a shareholder meeting to have Mr. Okada removed from Wynn's board.

Meanwhile, regulators from Nevada's Gaming Control Board are investigating Wynn's allegations against Mr. Okada, as well as allegations against Wynn by Mr. Okada, a person familiar with the matter said. If they find against Mr. Okada, regulators could require him to switch control over Universal's U.S. subsidiary to a trust or stop selling slot machines in the U.S. That would hurt Mr. Okada's reputation overseas, limiting his ability to bid on new casino projects and to get licenses to sell slot machines in new jurisdictions.

Mr. Okada declined to comment for this article. But friends, colleagues and rivals describe a shrewd, driven and pugnacious micromanager who stubbornly fights his way through obstacles, often to great success.

"First he was successful in Japan," says Hirofumi Ichimura, chief executive of the management consulting firm First Village Co., who advised Mr. Okada when Universal, then called Aruze Corp., went public in 1998. "Then he took a risk on Mr. Wynn when no one else would and found success there too."

Mr. Okada's first victories came in the world of pachinko, a form of vertical pinball that skirts Japan's official prohibition against gambling by awarding winners prizes instead of cash. The pachinko market is estimated at more than \$20 billion a year in Japan -- around three times the gambling revenue on the Las Vegas Strip.

Mr. Okada's genius involved creating slot machines that were particularly addictive. He kept a close eye on their development, fussing over colors, sound and the mathematics of win-lose ratios, a person familiar with the company says. He demanded final approval on everything from factory orders to personnel changes, former employees say. And he would bang his hands on the table and shout expletives when angry, they say.

"Any decision I made was wrong," recalls John McMillan, a former vice president of the Okada-owned game-maker Universal Distributing of Nevada. "He'd say, 'Why can't you do things the normal way,' which meant doing it his way."

Mr. Okada invested in many other ventures during the 1980s and 1990s, according to people familiar with the business. He bought the plot of land in Las Vegas where the New York-New York Hotel & Casino now sits, selling it in the early 1990s for a substantial profit, people familiar with the matter say.

But his biggest windfall came from a risky investment: Wynn Resorts. Mr. Okada initially contributed \$260 million for a 50% stake in 2000 and an additional \$120 million two years later. "None of his advisers wanted him to do it," says

A Gambling Man Raises the Ante --- Japan's Kazuo Okada Is Building a Casino Empire Even as He Battles Former Partner Steve Wynn The Wall Street Journal June 19, 2012 Tuesday

Mr. Ichimura, the consultant. "But Mr. Okada knew that the Japanese pachinko business had its limits."

The move paid off after Universal's U.S. operations and then its Japanese business ran into trouble. By 2007, profit and dividends from Wynn Resorts were keeping Universal from slipping into the red.

Mr. Okada became increasingly convinced that to keep Universal strong, he should go into casino operations himself, people familiar with his thinking say. By late last year, that strategy had put Mr. Okada on his collision course with Mr. Wynn.

Mr. Okada's aides say that, despite the blows from the Wynn lawsuit, he is continuing his ambitious overseas expansion. Universal says it still has to raise about \$1 billion in funding for the Philippines project and is on track to open in 2014.

Casino-industry watchers say that attracting clientele may be a challenge, but Mr. Okada is undaunted.

Less than 36 hours after Mr. Okada filed his March countersuit against Mr. Wynn, a new Universal unit called KO Dining Group announced plans to build a new restaurant empire. The first establishments in the \$40 million plan -- three fine-dining restaurants and a 10,000-bottle wine cellar -- opened last month in Hong Kong.

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HEADLINE: Spanier's Lawyers Attack Freeh Findings

BYLINE: By ADAM HIMMELSBACH

BODY:

Lawyers for the former Penn State president Graham B. Spanier issued a searing rebuttal Wednesday to findings by the former F.B.I. director Louis J. Freeh that Spanier and other top university officials had helped conceal allegations of child abuse involving the former assistant football coach Jerry Sandusky. At a news conference in Philadelphia, the lawyers called the Freeh report, released in July after an independent investigation commissioned by Penn State, "a myth" as it pertained to Spanier.

"It is now apparent that Judge Freeh was not an independent investigator, but a self-anointed accuser who, in his zeal to protect victims of wrongdoing from a monster, recklessly and without justification created victims of his own," said one of Spanier's lawyers, Timothy Lewis, a former United States district court judge.

Spanier has not been charged with a crime. His lawyers were asked Wednesday if they thought an indictment was imminent.

"We have no information that would lead us to believe that," the lawyer John E. Riley said.

In June, Sandusky was convicted on 45 counts of child sexual abuse. He is awaiting sentencing. Tim Curley, Penn State's former athletic director, and Gary Schultz, a former university vice president, are facing charges related to the extent of their knowledge of a 2001 allegation of abuse against Sandusky.

Spanier, who was fired as president in November after Sandusky's arrest, did not attend Wednesday's news conference. But portions of interviews he gave to ABC News and The New Yorker were released.

"The Freeh report is wrong, it's unfair, it's deeply flawed," Spanier told The New Yorker. "It has many errors and omissions."

Spanier said he had spoken to many people who were interviewed for the report, and he said he felt some of their

Spanier's Lawyers Attack Freeh Findings The New York Times August 23, 2012 Thursday

claims that did not fit Freeh's narrative were left out.

"Many of them described the interviews to me as a witch hunt," Spanier said. "They felt like it was back in the era of McCarthyism."

Spanier's lawyers issued an 18-page response to the Freeh report, challenging its content.

Lewis cited a 1998 episode involving Sandusky and a child that was investigated by the police and child protective services. No charges were filed against Sandusky at the time.

Freeh said Spanier had failed to protect children on campus and concealed the facts of that episode to avoid bad publicity after the investigation. But Lewis said Spanier had received copies of e-mails saying that the investigation was complete and that there was no evidence of criminal behavior, so he had no reason to take action.

Spanier told The New Yorker he had no recollection of those 1998 e-mails until they were brought to his attention during the recent investigation.

Spanier's lawyers also disputed Freeh's claims that Spanier knew details of the former graduate assistant Mike McQueary's account of a 2001 encounter between Sandusky and a child in a Penn State locker room shower.

McQueary reported the encounter to Coach Joe Paterno, who relayed the account to Curley and Schultz. But Lewis said there was no evidence that Spanier knew that it was sexual in nature.

"I remember asking two questions," Spanier told The New Yorker. "Are you sure that's how it was described to you, as 'horsing around'? And the answer was yes from both Gary and Tim. And are you sure that's all that was said to you? And the answer was yes."

Spanier added: "I remember, for a moment, sort of figuratively scratching our heads and thinking about what's an appropriate way to follow up on 'horsing around.' I had never gotten a report like that before."

Spanier has been criticized for a February 2001 e-mail to Curley and Schultz in which he alluded to a "humane" way of dealing with Sandusky. He told The New Yorker he was referring to Curley's decision to tell Sandusky he was reporting him to the Second Mile, the charity for at-risk youth that Sandusky founded.

"I think what many people wanted to read into it was that it was humane for us not to turn him in for being a child predator," Spanier said. "But I never, ever heard anything about child abuse or sexual abuse or my antennae raised up enough to even suspect that."

Spanier was asked what he would have done differently.

"Based upon what I was told and what I knew and the reliance that you have on others to follow up on things, there wouldn't have been a basis for handling that any differently," he said.

But hindsight, Spanier added, offers a different view.

"I wish I could have known what I know now," he said, "or even that I would have had just a little more information, suspicion, awareness, because that could have provided a basis for motivation for a higher level of intervention."

URL:

<http://www.nytimes.com/2012/08/23/sports/ncaafootball/lawyers-for-graham-b-spanier-call-claims-in-freeh-report-a-myth.html>

LOAD-DATE: August 23, 2012

EXHIBIT DD



1 of 1 DOCUMENT

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Pittsburgh Post-Gazette

July 25, 2012 Wednesday
SOONER EDITION

SECTION: STATE; Pg. B-1

LENGTH: 363 words

HEADLINE: ATTORNEY: AMENDMENTS TO PENN STATE'S FREEH REPORT 'DISCONCERTING'

BYLINE: Paula Reed Ward, Pittsburgh Post-Gazette

BODY:

The attorney for a former Penn State official charged with perjury in relation to the Jerry Sandusky case called corrections that have been made to the Freeh report since its release "disconcerting."

The lengthy Freeh report has now been corrected by its authors six times since it was issued on July 12. The earlier edits, from July 14 and July 20, were for seemingly minor errors, including incorrect dates for meetings and an incorrect word choice -- "council" instead of "counsel."

But the correction that was posted Monday at 2 p.m. appeared to be a significant one.

On pages 28 and 52 of the report, it cites an email in which the writer said, "I was never aware that Penn State police investigated inappropriate touching in a shower" in 1998."

The original report attributed that email to Gary Schultz, Penn State's former vice president of finance.

However, in the correction, the Freeh report now says the statement was by Penn State's former outside legal counsel, Wendell Courtney.

Mr. Schultz is charged by the state attorney general with perjury and failure to report a suspicion of child abuse stemming from an incident in February 2001 in which Mr. Sandusky sexually assaulted a young boy in a Penn State football locker room shower.

Mr. Schultz did not speak to Freeh Group investigators on advice of his attorneys.

"Given all the major decisions and actions being taken and lives, legacies and reputations being impacted based on the conclusions reached in the Freeh report, it's disconcerting that any substantial factual inaccuracies exist in the report," said Tom Farrell, who represents Mr. Schultz.

Page 2

ATTORNEY: AMENDMENTS TO PENN STATE'S FREEH REPORT 'DISCONCERTING' Pittsburgh Post-Gazette
July 25, 2012 Wednesday

Mr. Courtney did not return a phone call seeking comment.

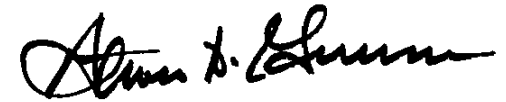
In a letter to the Penn State board of trustees dated Monday, former university president Graham Spanier also criticized the Freeh report, saying it is "full of factual errors and jumps to conclusions that are untrue and unwarranted."

John Burkoff, a law professor at the University of Pittsburgh, said that a report like that of former FBI Director Louis Freeh which encompassed 162 pages plus exhibits is unusual, though making corrections to it is not.

A spokeswoman for the Freeh group had no comment Tuesday.

NOTES: Paula Reed Ward: pward@post-gazette.com or 412-263-2620./

LOAD-DATE: July 26, 2012



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17 John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,

Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

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**
USA, INC., a Nevada corporation, and
25 **UNIVERSAL ENTERTAINMENT CORP.,**
a Japanese corporation,

26 **Defendants.**

27 **AND ALL RELATED CLAIMS**
28

Case No.: A-12-656710-B

Dept. No.: XI

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS' MOTION
FOR PRELIMINARY INJUNCTION**

Date of Hearing: October 2, 2012

Time of Hearing: 8:30 a.m.

1 PLEASE TAKE NOTICE that an "Order Denying Defendants' Motion for Preliminary
2 Injunction" was entered in the above-captioned matter on October 12, 2012, a true and correct
3 copy of which is attached hereto.

4 DATED this 15th day of October, 2012.

5 PISANELLI BICE PLLC

6 By: /s/ James J. Pisanelli

7 James J. Pisanelli, Esq., Bar No. 4027
8 Todd L. Bice, Esq., Bar No. 4534
9 Debra L. Spinelli, Esq., Bar No. 9695
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19 Russell Goldsmith, Ray R. Irani, Robert J. Miller,
20 John A. Moran, Marc D. Schorr, Alvin V.
Shoemaker, Kimmarie Sinatra, D. Boone Wayson,
21 and Allan Zeman
22
23
24
25
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 15th day of October, 2012, I caused to be sent via United States Mail, postage prepaid, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER** properly addressed to the following:

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**ORDER DENYING DEFENDANTS'
MOTION FOR PRELIMINARY
INJUNCTION**

Date of Hearing: October 2, 2012

Time of Hearing: 8:30 a.m.

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

1 Defendants/Counter-claimants Aruze USA, Inc. ("Aruze USA) and Universal
2 Entertainment Corp.'s ("Universal") (collectively "Defendants") Motion for Preliminary
3 Injunction came before this Court for hearing on October 2, 2012. Appearing on behalf of
4 Plaintiff Wynn Resorts, Limited ("Plaintiff" or "Wynn Resorts") was James J. Pisanelli, Esq., and
5 Debra L. Spinelli, Esq., of PISANELLI BICE PLLC, Robert Shapiro, Esq., of Glaser Weil Fink
6 Jacobs Howard Avchen & Shapiro LLP, and Paul K. Rowe, Esq., Wachtell, Lipton, Rosen &
7 Katz. Appearing on behalf of Stephen A. Wynn ("Mr. Wynn") was Donald J. Campbell, Esq.,
8 and J. Colby Williams, Esq., of Campbell & Williams. Appearing on behalf of Defendants Aruze
9 USA and Universal was Charles H. McCrea, Esq. and Samuel Lionel, Esq., of Lionel Sawyer &
10 Collins, Paul M. Spagnoletti, Esq., of Davis Polk & Wardwell LLP, and Howard M.
11 Privette, Esq., of Paul Hastings LLP. The Court having considered the papers filed on behalf of
12 all parties, the arguments of counsel presented at the hearing, and good cause appearing therefor:

13 THE COURT HEREBY FINDS that the agreements among the parties allow the exercise
14 of redemption rights where a determination of unsuitability has been made by the Board of
15 Directors. The Defendants ^{have} failed to demonstrate ^{at this early stage} that they have a substantial likelihood of success
16 on the merits and that the Board of Directors' action should not be given deference in its exercise
17 of business judgment pursuant to NRS 78.138(3).

18 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
19 Motion for Preliminary Injunction is DENIED without prejudice.

20 DATED this 2nd day of October, 2012.

21
22 
23 THE HONORABLE ELIZABETH GONZALEZ
24 EIGHTH JUDICIAL DISTRICT COURT
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27
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Respectfully submitted by:

PISANELLI BICE PLLC

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ENTERTAINMENT CORPORATION

**DISTRICT COURT
CLARK COUNTY, NEVADA**

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

KAZUO OKADA, an individual, et al.,

Defendants.

CASE NO: A-12-656710-B

DEPT. NO: XI

ELECTRONIC FILING CASE

AND ALL RELATED CLAIMS.

**DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS TO WYNN RESORTS, LIMITED**

1 **PROPOUNDING PARTY:** DEFENDANT KAZUO OKADA AND DEFENDANTS AND
2 COUNTERCLAIMANTS ARUZE USA, INC. AND
3 UNIVERSAL ENTERTAINMENT CORPORATION
4 **RESPONDING PARTY:** PLAINTIFF AND COUNTERDEFENDANT WYNN
5 RESORTS, LIMITED
6 **SET NO.:** ONE

7 Pursuant to NEV. R. CIV. P. 34, Defendant KAZUO OKADA and Defendants and
8 Counterclaimants ARUZE USA, INC. and UNIVERSAL ENTERTAINMENT CORPORATION
9 hereby request that Plaintiff and Counterdefendant WYNN RESORTS, LIMITED produce the
10 following documents and things for inspection and copying in this First Set of Requests for
11 Production of Documents (the "Requests"). Such production shall be made within thirty (30)
12 days of service, at Lionel Sawyer & Collins, 1700 Bank of America Plaza, 300 South Fourth
13 Street, Las Vegas, Nevada 89101. The documents and things subject to these Requests shall
14 remain available to Defendants' counsel until such inspection and copying can be reasonably
15 completed.

16 **DEFINITIONS**

17 Unless otherwise specifically stated in the body of a particular Request, the
18 following terms and phrases in the Requests shall have the following meaning:

19 1. The term "Articles of Incorporation" refers to Wynn Resorts' Articles of
20 Incorporation and all amendments, including but not limited to the first Articles of Incorporation
21 dated June 3, 2002 and the Second Amended and Restated Articles of Incorporation dated
22 September 16, 2002.

23 2. The term "Aruze" refers to Aruze USA, Inc., and its predecessors,
24 successors, parents, subsidiaries, divisions and affiliates, and each of their respective current and
25 former officers, directors, agents, attorneys, accountants, employees, representatives, partners,
26 and other persons occupying similar positions or performing similar functions, and all other
27 persons acting or purporting to act on its behalf or under its control.

1 3. The term "Bylaws" refers to Wynn Resorts' Bylaws and all amendments,
2 including but not limited to the first Bylaws of Wynn Resorts, Limited dated June 14, 2002, the
3 Second Amended and Restated Bylaws, the Third Amended and Restated Bylaws effective as of
4 September 23, 2002 (and as amended on October 21, 2002), the Fourth Amended and Restated
5 Bylaws effective as of November 13, 2006, and the Fifth Amended and Restated Bylaws effective
6 as of November 2, 2012.

7 4. The term "China" refers to People's Republic of China, including but not
8 limited to Macau.

9 5. The term "Communication(s)" means the transmission of information by
10 any medium, including, without limitation, orally, by personal meeting, in writing, by telephone,
11 letter, telegraph, teleconference, facsimile, telex, telecopy, wire, radio, television, electronic mail,
12 magnetic tape, floppy disk, diagram, graph, chart, drawing, or posting or other display on the
13 Internet or the World Wide Web.

14 6. The term "Complaint" refers to the Amended Complaint filed in this action
15 on October 29, 2012.

16 7. The term "concerning" shall mean, without limitation, anything that, in
17 whole or in part, contains, constitutes, compromises, deals with, describes, evidences, embodies,
18 reflects, refers to, relates to, mentions, defines, bears upon, pertains directly or indirectly to,
19 discusses, alludes to, responds to, mentions, memorializes, records, comments upon, analyzes,
20 explains, summarizes, or is in any other way relevant to the particular subject matter identified.

21 8. The term "Contribution Agreement" refers to the to the Contribution
22 Agreement between Wynn Resorts, Wynn, Aruze, Baron Asset Fund and the Kenneth R. Wynn
23 Family Trust dated June 11, 2002.

24 9. The term "Cotai" refers to the Cotai area of Macau.

25 10. The term "Counterclaim" refers to the Second Amended Counterclaim of
26 Aruze USA, Inc. and Universal Entertainment Corp. filed in this action on September 12, 2012

27 11. The term "Counterdefendants" refers to Wynn, Kimmarie Sinatra, Linda
28 Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin

1 V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman, individually and collectively, and
2 each person's agents, representatives, associates, attorneys, and all other persons acting or
3 purporting to act on each person's behalf or under each person's control.

4 12. The term "Defendants" refers to Okada, Aruze, and Universal.

5 13. The term "document(s)" includes, but is not limited to, any
6 Communications, any written, typed, printed, recorded or graphic matter, however produced or
7 reproduced, of any type or description, regardless of origin or location, including but not limited
8 to all correspondence, minutes, records, tables, charts, analyses, graphs, regulations, investigation
9 results, microfiche or microfilm, training materials, electronic records, electronic logs, schedules,
10 reports, audits, guidelines, policies, protocols, reviews, assessments, budgets, standing order
11 directives, post orders, manuals, memoranda, notes, lists, logs, notations, contact sheets, calendar
12 and diary entries, letters (sent or received), telegrams, faxes, telexes, messages (including but not
13 limited to reports of telephone conversations and conferences), studies, rosters, schedules,
14 booklets, circulars, bulletins, instructions, papers, files, minutes, emails, summaries, bulletins,
15 questionnaires, contracts, memoranda or agreements, requests for proposals or responses to
16 requests for proposals, assignments, licenses, ledgers, books of account, orders, invoices,
17 statements, bills, checks, vouchers, notebooks, receipts, acknowledgments, data processing cards,
18 computer generated matter, photographs, photographic negatives, phonograph records, tape
19 recordings, evaluations, video recordings, wire recordings, discs, other mechanical recording
20 transcripts or logs of any such recordings, all other data compilations from which information can
21 be obtained, or translated if necessary, and any other tangible thing of a similar nature. Each
22 Request for a document or documents shall be deemed to call for the production of the original
23 document or documents to the extent that they are in or subject to, directly or indirectly, the
24 control of the party to whom these Requests for Production are directed. In addition, each
25 Request should be considered as including but not limited to all copies and, to the extent
26 applicable, preliminary drafts of documents that differ in any respect from the original or final
27 draft or from each other (e.g., by reason of differences in form or content or by reason of
28

1 handwritten notes or comments having been added to one copy of a document but not on the
2 original or other copies thereof).

3 14. The term "FCPA" refers to the Foreign Corrupt Practices Act of 1977, 15
4 U.S.C. § 78dd-1, *et seq.*

5 15. The term "Freeh Report" refers to the report prepared by Freeh Sporkin &
6 Sullivan, LLP (n/k/a Pepper Hamilton LLP) under the direction of Wynn Resorts' Compliance
7 Committee, attached as Exhibit 1 to Wynn Resorts' Complaint, and

8 16. The term "Freeh Sporkin" refers to Freeh Sporkin & Sullivan LLP (n/k/a
9 Pepper Hamilton LLP), including but not limited to its predecessors, successors, parents,
10 subsidiaries, divisions and affiliates, and each of their respective current and former partners
11 (including but not limited to Louis J. Freeh), employees, representatives, agents, attorneys,
12 accountants, and other persons occupying similar positions or performing similar functions, and
13 all other persons acting or purporting to act on its behalf or under its control.

14 17. The term "Government Official" refers to any officer or employee of a
15 government or any department, agency, or instrumentality thereof, or of a public international
16 organization, or any person acting in an official capacity for or on behalf of any such government
17 or department, agency, or instrumentality, or for or on behalf of any such public international
18 organization.

19 18. The term "public international organization" means (i) an organization that
20 is designated by Executive order pursuant to section 288 of title 22 of the United States Code; or
21 (ii) any other international organization that is designated by the President by Executive order for
22 the purposes of this section, effective as of the date of publication of such order in the Federal
23 Register.

24 19. The term "Investigation(s)" includes but is not limited to any research,
25 examination, review, study, assessment, analysis, diligence, or inquiry into the matter stated in the
26 Request, whether formal or informal.

27 20. The term "Korea" refers to the Republic of Korea, including but not limited
28 to the Incheon Free Economic Zone.

1 21. The term "Macau" or "Macao" refers to the Macau special administrative
2 region of the People's Republic of China, including but not limited to the Macau Peninsula itself,
3 Cotai, and the islands of Taipa and Coloane.

4 22. The term "Okada" refers to Kazuo Okada, and his agents, representatives,
5 associates, attorneys, and all other persons acting or purporting to act on his behalf or under his
6 control.

7 23. The term "PAGCOR" refers to the Philippine Amusement and Gaming
8 Corporation.

9 24. The term "Person(s)" shall mean any natural person or any business, legal,
10 or governmental entity or association. References to any person or entity shall include that
11 person or entity and its officers, directors, employees, partners, agents, representatives, corporate
12 parents, predecessors, successors, subsidiaries, and affiliates.

13 25. The term "Philippines" refers to Republic of the Philippines.

14 26. The terms "Policy" or "Policies" refers to policies, procedures, regulations,
15 guidelines, manuals, processes, directives, rules, regulations, and post orders.

16 27. The term "Stockholders Agreement" refers to any and all agreements
17 entered into by shareholders of Wynn Resorts stock, as amended, including but not limited to the
18 Stockholders Agreement, dated April 11, 2002, by and among Wynn, Aruze, and Baron Asset
19 Fund; the Waiver and Consent, dated July 31, 2009, by and among Wynn, Baron Investment
20 Funds Trust, and Aruze; the Amendment to Stockholders Agreement, dated November 8, 2008,
21 by and among Wynn and Aruze; the Waiver and Consent, dated August 13, 2009, by and among
22 Wynn and Aruze; the Amended and Restated Stockholders Agreement, dated January 6, 2010, by
23 and among Wynn, Elaine P. Wynn, and Aruze; the Waiver and Consent, dated November 24,
24 2010 by and among Wynn, Elaine P. Wynn, and Aruze; and the Waiver and Consent, dated
25 December 15, 2010, by and among Wynn, Elaine P. Wynn, and Aruze.

26 28. "United States Attorney's Office" shall refer to the United States
27 Attorney's Office, as well as any present or former employees, agents, independent contractors,
28 attorneys, or other persons acting on the United States Attorney's behalf.

1 29. The term "Universal" refers to Universal Entertainment Corporation, and
2 its predecessors, successors, parents, subsidiaries, divisions and affiliates, and each of their
3 respective current and former officers, directors, agents, attorneys, accountants, employees,
4 representatives, partners, and other persons occupying similar positions or performing similar
5 functions, and all other persons acting or purporting to act on its behalf or under its control.

6 30. The term "Wynn" refers to Stephen A. Wynn, and his agents,
7 representatives, associates, attorneys, and all other persons acting or purporting to act on his
8 behalf or under his control.

9 31. The term "Wynn Board" refers to the Wynn Resorts' Board of Directors
10 consisting of Wynn, Okada, Linda Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John
11 A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman,
12 individually and collectively, and each person's agents, representatives, associates, attorneys, and
13 all other persons acting or purporting to act on each person's behalf or under each person's
14 control.

15 32. The term "Wynn Las Vegas" refers to Wynn Las Vegas, LLC, and its
16 predecessors, successors, parents, subsidiaries, divisions and affiliates, and each of their
17 respective current and former officers, directors, agents, attorneys, accountants, employees,
18 representatives, partners, and other persons occupying similar positions or performing similar
19 functions, and all other persons acting or purporting to act on its behalf or under its control.

20 33. The term "Wynn Macau" refers to Wynn Macau, Limited, and its
21 predecessors, successors, parents, subsidiaries, divisions and affiliates, and each of their
22 respective current and former officers, directors, agents, attorneys, accountants, employees,
23 representatives, partners, and other persons occupying similar positions or performing similar
24 functions, and all other persons acting or purporting to act on its behalf or under its control.

25 34. The terms "Wynn Resorts," "You" and "Your" refer to Plaintiff and
26 Counterdefendant Wynn Resorts, Limited, and its predecessors, successors, parents, subsidiaries,
27 committees, subcommittees, divisions and affiliates, and each of their respective current and
28 former officers, directors, agents, attorneys, accountants, employees, representatives, partners,

1 and other persons occupying similar positions or performing similar functions, and all other
2 persons acting or purporting to act on its behalf or under its control, including but not limited to
3 Wynn Macau and Wynn Las Vegas.

4 INSTRUCTIONS

5 1. Each Request calls for (1) the production of documents in Your possession,
6 custody, or control; or (2) in the possession, custody, or control of another, other than Defendants,
7 if You have the ability or right to obtain originals or copies of such documents, whether or not
8 such right or ability has been exercised.

9 2. If You withhold any document, whether in whole or in part, as a result of
10 some claimed limitation, including but not limited to a claim of privilege, You must supply a list
11 of the documents being withheld, indicating as to each: (a) the author, sender, writer, addressor
12 or initiator; (b) all addressees, recipients and intended recipients, including but not limited to any
13 blind copies indicated; (c) the date created or transmitted; (d) the subject matter and subject
14 matter indicated on the document, if any; and (e) the claimed grounds for nonproduction.

15 3. Whenever a document is not produced in full or is produced in redacted
16 form, so indicate on the document and state with particularity the reason or reasons it is not being
17 produced in full and describe those portions of the document which are not being produced.

18 4. Unless otherwise indicated, the document Requests herein call for
19 documents that were dated or created, or came into your possession, custody or control at any
20 time during the period from March 1, 2000 to the present.

21 5. Defendants reserve their rights to serve supplemental requests for
22 documents as necessary.

23 6. The Requests below are continuing in nature. If, after making Your initial
24 production and inspection, You obtain or become aware of any further documents responsive to
25 these Requests, You are requested to produce such additional documents to Defendants.

26 7. It is not necessary to provide multiple copies of completely identical
27 documents that are responsive to more than one Request. In the event that a document responsive
28

1 to a given Request is being produced in response to another Request, You may produce only one
2 copy of the document.

3 8. In order to bring within the scope of these Requests all information that
4 might otherwise be construed to be outside of their scope, the following rules of construction
5 apply: (a) the singular shall include the plural and vice versa; (b) the connectives "and" and "or"
6 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of
7 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
8 "any," "all" and "each" shall be read to mean any, all, each, and every; (d) the present term shall
9 be construed to include the past term and vice versa; (e) "on or about" when used in conjunction
10 with a specified date means the period beginning two weeks before and ending two weeks after
11 the specified date; and (f) references to employees, officers, directors or agents shall include both
12 current and former employees, officers, directors and agents.

13 9. You are to produce each document requested herein in its entirety, without
14 deletion or excision, and shall include all attachments, appendices, exhibits, lists, schedules, or
15 other documents at any time affixed thereto, regardless of whether You consider the entire
16 document to be relevant or responsive to the Requests. A request for documents shall be deemed
17 to include a request for any or all transmittal sheets, cover letters, exhibits, enclosures, or
18 attachments to the documents, in addition to the document itself, without abbreviation or
19 expurgation.

20 10. The documents requested herein shall be produced as they are kept in the
21 usual course of business, or shall be organized and labeled to correspond to each document
22 request herein. All documents that are physically attached to each other when located for
23 production shall be left so attached. Documents that are segregated or separated from other
24 documents, whether by use of binders, files, subfiles, or by dividers, tabs, or any other method,
25 shall be left so segregated or separated. All labels or other forms of identification contained,
26 placed, attached, or appended on or to any binders, files, subfiles, dividers, or tabs shall be
27 produced.

28

1 11. If any document requested herein that was formerly in your possession,
2 custody or control has been destroyed, discarded, or otherwise lost, the document shall be
3 identified by stating: (a) the nature of the document, the number of pages, its subject matter and
4 its contents, including but not limited to any attachments or appendices; (b) the author of the
5 document and all persons to whom it was sent, including but not limited to cover copies or blind
6 copies; (c) the date on which the document was prepared or transmitted; (d) the date on which the
7 document was lost, discarded, or destroyed; (e) the person who authorized and carried out the
8 destruction; and (f) the name of any custodian of any existing copies of the document. If no
9 documents or things exist that are responsive to a particular paragraph of these requests, so state
10 in writing.

11 12. Each document request shall be construed independently and without
12 reference to other requests.

13 13. All electronically stored information ("ESI") and any other document
14 produced in electronic format, including but not limited to any hard copy documents copied and
15 produced in electronic format, shall be produced in the "Requested Production Format" attached
16 as Appendix A.

17 REQUESTS FOR PRODUCTION

18 REQUEST FOR PRODUCTION NO. 1:

19 All documents from April 21, 2000 to present concerning Wynn's and Wynn
20 Resorts' business plans and activities in Macau, including but not limited to all documents
21 concerning:

- 22 A. The development of casino resorts in Macau;
- 23 B. The obtaining of any governmental approvals, gaming licenses, and/or
24 concession contracts, for the operation of any casino resort in Macau;
- 25 C. Wynn Resorts (Macau), S.A.'s business plans and activities in Macau,
26 from its establishment on October 17, 2001, through and until Wynn
27 contributed his interests in Wynn Resorts (Macau), S.A. to the capital of
28 Valvino Lamore, LLC on or about April 11, 2002;

- 1 D. The acquisition or potential acquisition of land rights in Macau, including
2 but not limited to the Land Concession Contract included as exhibit 10.1 to
3 Wynn Resorts' Form 8-K filing on May 2, 2012;
- 4 E. The payment of \$50 million to Tien Chiao Entertainment & Investment Co.
5 Ltd. by Palo Real Estate Company Limited as disclosed in exhibit 99.1 to
6 Wynn Resorts' Form 8-K filing on September 11, 2009, including but not
7 limited to all documents concerning: (i) all public disclosure made or
8 considered concerning this payment and (ii) all agreements between Wynn
9 Resorts and Tien Chiao Entertainment & Investment Co. Ltd.;
- 10 F. Any communications with Tien Chiao Entertainment & Investment Co.
11 Ltd. and/or Palo Real Estate Company Limited, including but not limited to
12 any communications with any owners, principals, agents, or affiliates of
13 Tien Chiao Entertainment & Investment Co. Ltd. and/or Palo Real Estate
14 Company Limited;
- 15 G. Business plans or activities in Macau concerning Tien Chiao Entertainment
16 & Investment Co. Ltd. and/or Palo Real Estate Company Limited;
- 17 H. Any consultants engaged by Wynn Resorts, Wynn Resorts (Macau), or any
18 of their affiliates engaged or otherwise consulted in connection with
19 business plans and activities in Macau;
- 20 I. All due diligence, assessments, investigations, and analyses concerning
21 business plans and activities in Macau; and,
- 22 J. All donations considered and/or made in China, including but not limited
23 to China's special administrative regions, Macau and Hong Kong.

24 **REQUEST FOR PRODUCTION NO. 2:**

25 All documents from April 21, 2000 to present concerning the "Macau Interest" and
26 the "Macau Reimbursement Amount," as those terms are used in the Third Amended and
27 Restated Operating Agreement of Valvino Lamore, LLC dated April 11, 2002, including but not
28 limited to all documents concerning the valuation of the "Macau Interest" and the "Macau

1 Reimbursement Amount”.

2 **REQUEST FOR PRODUCTION NO. 3:**

3 All documents from April 21, 2000 to present concerning any Government
4 Official of China and/or Macau, including but not limited to all documents concerning any
5 payment, benefit, or gift provided to any such official, directly or indirectly, including any
6 provision or payment of meals, lodging, travel, or anything else for any Government Official of
7 China and/or Macau.

8 **REQUEST FOR PRODUCTION NO. 4:**

9 All documents concerning Wynn Macau’s May 2011 pledge to donate to the
10 University of Macau Development Foundation, including but not limited to all documents
11 concerning:

- 12 A. The beneficiaries, directly or indirectly, of the donation;
- 13 B. All due diligence, assessments, investigations, and analyses concerning the
14 donation conducted by Wynn Resorts or any other individual or entity;
- 15 C. All notes, reports, communications, or other materials by, with, or
16 otherwise involving members of the Wynn Board;
- 17 D. All legal opinions and FCPA analysis relating to the donation, including
18 but not limited to advice provided by Gibson, Dunn & Crutcher LLP.; and
- 19 E. Okada’s objections to the donation, including but not limited to Okada’s
20 objection to the donation during the April 2011 Wynn Board meeting
21 referenced in Paragraph 76 of the Counterclaim.

22 **REQUEST FOR PRODUCTION NO. 5:**

23 All documents from April 21, 2000 to present concerning donations made by
24 Wynn Resorts, Wynn Macau and/or Wynn Las Vegas to any charitable organization.

25 **REQUEST FOR PRODUCTION NO. 6:**

26 All documents from April 21, 2000 to present concerning, including but not
27 limited to all communications with, Chu Sai Cheong, Jose Vai Chi “Cliff” Cheong, John
28 Crawford, Li Tai Foon, Edmund Ho, Ho Ho, Lawrence Ho, Stanley Ho, Wilson Kwan, Yany

1 Kwan, Darryl "Dax" Turok, and Chi Seng Wong, and each person's agents, representatives,
2 associates, attorneys, and all other persons acting or purporting to act on each person's behalf or
3 under each person's control.

4 **REQUEST FOR PRODUCTION NO. 7:**

5 All documents from April 21, 2000 to present concerning the Cotai Land
6 Development Co. Ltd., Companhia de Entretenimento e Investimento Chinese Limitada, Palo
7 Real Estate Development Co. Ltd., Wynn Cotai Holding Co., Ltd., Cotai Partner, Ltd., and Tien
8 Chiao Entertainment & Investment Co. Ltd., and each entity's predecessors, successors, parents,
9 subsidiaries, divisions or affiliates, and their respective current and former owners, shareholders,
10 members, officers, directors, agents, attorneys, accountants, employees, partners, or other persons
11 occupying similar positions or performing similar functions, and all other persons acting or
12 purporting to act on each entity's behalf or under each entity's control.

13 **REQUEST FOR PRODUCTION NO. 8:**

14 All documents from April 21, 2000 to present concerning Wynn's visits to China,
15 including but not limited to all documents concerning:

- 16 A. Any visits initially planned, but later cancelled or postponed; and/or
17 B. Any use of Wynn Resorts' corporate plane or Wynn's private plane.

18 **REQUEST FOR PRODUCTION NO. 9:**

19 All documents concerning the financial contributions made by Aruze to Wynn
20 Resorts and/or Valvino Lamore, LLC, including but not limited to all documents concerning the
21 manner in which Wynn, Wynn Resorts, or Valvino Lamore, LLC spent the \$120 million
22 contributed by Aruze to Valvino Lamore, LLC in April 2002.

23 **REQUEST FOR PRODUCTION NO. 10:**

24 All documents concerning the financial contributions of Baron Asset Fund to
25 Wynn Resorts and/or Valvino Lamore, LLC.

26 **REQUEST FOR PRODUCTION NO. 11:**

27 All books and records for Wynn Resorts and/or Valvino Lamore, LLC for the
28 years 2000 to 2002.

1 **REQUEST FOR PRODUCTION NO. 12:**

2 All documents concerning any resolution to preclude Wynn or Wynn Resorts from
3 developing casino projects in the Philippines by the House of Representatives of the Philippines
4 or any other Government Official of the Philippines.

5 **REQUEST FOR PRODUCTION NO. 13:**

6 All documents concerning Defendants' business plans and activities in the
7 Philippines, including but not limited to all documents concerning:

- 8 A. The development of casino resorts in the Philippines;
9 B. Communications involving Wynn Resorts regarding contractors or other
10 construction workers in the Philippines;
11 C. The obtaining of any Philippines governmental approvals, gaming licenses,
12 and/or concession contracts, for the operation of any casino in the
13 Philippines;
14 D. The acquisition or potential acquisition of land rights in the Philippines;
15 and,
16 E. All communications involving Defendants, Wynn Resorts, or
17 Counterdefendants concerning Defendants' business plans and activities in
18 the Philippines, including but not limited to Wynn's May 1, 2008
19 conference call to stock analysts that is referenced in Paragraph 60 of
20 Defendants' Counterclaim.

21 **REQUEST FOR PRODUCTION NO. 14:**

22 All documents concerning Wynn's visits to the Philippines from 2000 to the
23 present, including but not limited to all documents concerning:

- 24 A. Wynn's visit to the Philippines in 2010 referenced in Paragraphs 72 to 74
25 of Defendants' Counterclaim;
26 B. Any visits initially planned, but later cancelled or postponed, including but
27 not limited to a meeting with the President of the Philippines, Benigno
28 Aquino III; or

1 C. Any use of Wynn Resorts' corporate plane or Wynn's private plane.

2 **REQUEST FOR PRODUCTION NO. 15:**

3 All documents concerning any payments, benefits, and gifts allegedly made by
4 Defendants to former or current members of PAGCOR, including but not limited to all documents
5 concerning:

6 A. All visits allegedly made to Wynn Macau and Wynn Las Vegas by former
7 or current persons associated or affiliated with PAGCOR, including all
8 alleged expenses incurred by any such officials, including any guests
9 accompanying the officials, during any such visits;

10 B. The authorization of alleged payments, benefits, or gifts to former or
11 current PAGCOR employees and officials;

12 C. Any disciplinary action taken against any former or current employee of
13 Wynn Resorts, Wynn Macau, or Wynn Las Vegas for alleged payments,
14 benefits, and gifts provided to former or current PAGCOR employees and
15 officials; and

16 D. All receipts or records of expenses incurred and/or amounts paid by any
17 person affiliated with PAGCOR at Wynn Resorts properties, including but
18 not limited to Wynn Macau properties.

19 **REQUEST FOR PRODUCTION NO. 16:**

20 All documents concerning all city ledger accounts kept by Wynn Resorts, Wynn
21 Macau, and Wynn Las Vegas, including but not limited to all documents concerning:

22 A. All statements for the Universal City Ledger Account, Aruze City Ledger
23 Account, or any other city ledger account associated with Defendants;

24 B. The 36 alleged instances of payments, benefits, and gifts provided to
25 Philippine Government Officials alleged in Paragraph 52(b) of the
26 Complaint and pages 20 through 22 of the Freeh Report, including but not
27 limited to all receipts or records of all charges incurred by the alleged
28 beneficiaries listed in the Freeh Report;

- 1 C. All payments, benefits, and gifts allegedly provided to Korean Government
2 Officials at Wynn Macau and Wynn Las Vegas, as alleged in pages 31 and
3 32 in the Freeh Report;
- 4 D. All deposits made by any of the Defendants to an account controlled by
5 Wynn Resorts for city ledger accounts associated with Defendants;
- 6 E. All expenses charged to the Universal City Ledger Account, Aruze City
7 Ledger Account, or any other city ledger account associated with any of the
8 Defendants;
- 9 F. All invoices sent by Wynn Resorts to any of the Defendants concerning
10 city ledger accounts associated with Defendants;
- 11 G. All statements for city ledger accounts for Wynn, Wynn Resorts, or any
12 Counterdefendant;
- 13 H. All policies at Wynn Resorts, Wynn Macau and Wynn Las Vegas
14 concerning city ledger accounts, including but not limited to restrictions on
15 payments made from such accounts, oversight over city ledger accounts,
16 monitoring of irregularities with respect to city ledger accounts, and
17 invoices provided to account holders;
- 18 I. Wynn Resorts' Memorandum to File referenced in the Freeh Report in
19 footnote 12; and,
- 20 J. Invoices provided to account holders.

21 **REQUEST FOR PRODUCTION NO. 17:**

22 All documents from 2005 to the present concerning charges for lodging in each of
23 the hotel rooms at Wynn Las Vegas and Wynn Macau allegedly occupied by any of the PACGOR
24 officials named in the Freeh Report, including but not limited to:

- 25 A. all records, financial statements, and/or logs of charges incurred by guests
26 in those hotel rooms;
- 27 B. rates of the hotel rooms at issue at the time any charges were incurred; and
- 28 C. amount paid by guests for the hotel rooms.

1 **REQUEST FOR PRODUCTION NO. 18:**

2 All documents concerning Defendants' business plans and activities in the Incheon
3 Free Economic Zone in Korea.

4 **REQUEST FOR PRODUCTION NO. 19:**

5 All documents concerning any payments, benefits, or gifts allegedly made by
6 Defendants to Government Officials of Korea, including but not limited to all documents
7 concerning:

- 8 A. All visits allegedly made to Wynn Macau and Wynn Las Vegas by Korean
9 Government Officials, including all alleged expenses incurred by any such
10 officials during any such visits;
11 B. Any authorization of alleged payments, benefits, and gifts to Korean
12 Government Officials;
13 C. Any disciplinary actions taken against any former or current employee of
14 Wynn Resorts, Wynn Macau, or Wynn Las Vegas for alleged payments,
15 benefits, and gifts provided to any Korean Government Official; and
16 D. All receipts or records of expenses incurred by any Korean Government
17 Official at Wynn Resort properties.

18 **REQUEST FOR PRODUCTION NO. 20:**

19 All documents concerning any of the Korean Government Officials named in the
20 Freeh Report, including but not limited to: Jong Cheol Lee; Woo Hyeung Lee; Min Yong Choi;
21 and Ki Dong Hur.

22 **REQUEST FOR PRODUCTION NO. 21:**

23 All documents concerning any competition or potential competition between
24 Defendants' casino resort in the Philippines and Wynn Macau, as alleged in Paragraph 27 of the
25 Complaint, including but not limited to all documents concerning:

- 26 A. All due diligence, assessments, investigations, and analyses of the potential
27 for competition; and
28

1 B. Okada's alleged plans to "lure high-limit, VIP gamblers from China" to
2 Universal's casino resorts in the Philippines, "the same customer base as
3 Wynn Macau," as alleged in Paragraph 27 of the Complaint.

4 **REQUEST FOR PRODUCTION NO. 22:**

5 All documents concerning the statement in Wynn Macau's IPO prospectus that
6 Okada does not hold, own, or control more than 5% voting interests in an entity which is
7 reasonably expected to compete with Wynn Macau, including but not limited to all
8 communications and drafts related to this language in Wynn Macau's IPO prospectus.

9 **REQUEST FOR PRODUCTION NO. 23:**

10 All documents concerning the non-compete clause set forth in in Paragraph 6 of
11 the Stockholder's Agreement, including but not limited to all communications related to the
12 drafting of the non-compete clause.

13 **REQUEST FOR PRODUCTION NO. 24:**

14 All documents concerning Wynn's or Wynn Resorts' exploration into developing
15 casino resorts in locations other than Las Vegas or Macau, including but not limited to all
16 documents concerning:

- 17 A. Any impact any such casino resorts would have on Wynn Resorts'
18 businesses in Las Vegas or Macau;
19 B. Any visits by Wynn to Monaco, including any visits initially planned but
20 later cancelled; and
21 C. Any use of Wynn Resorts' corporate plane or Wynn's private plane.

22 **REQUEST FOR PRODUCTION NO. 25:**

23 All documents identifying or otherwise concerning persons who have received
24 complimentary rooms, meals, gifts, gaming credits, or other things of value from Wynn Resorts
25 (including, but not limited to, Wynn Macau).

26 **REQUEST FOR PRODUCTION NO. 26:**

27 All documents concerning any trade secrets owned by Wynn Resorts that any
28 Defendant allegedly misappropriated, including but not limited to all documents concerning:

- 1 A. Any damages to Wynn Resorts caused by Defendants' alleged
2 misappropriation of any such trade secrets.
3 B. The identity of any such trade secrets;
4 C. Wynn Resorts' ownership of any such trade secrets;
5 D. The independent economic value of any such trade secret, actual or
6 potential, from not being generally known to (and not being readily
7 ascertainable by proper means by) the public or any other persons who can
8 obtain commercial or economic value from its disclosure or use;
9 E. All efforts by Wynn Resorts to maintain the secrecy of any such trade
10 secrets; and
11 F. The allegedly improper means used by Defendants to obtain any such trade
12 secrets.

13 **REQUEST FOR PRODUCTION NO. 27:**

14 All documents concerning any confidential information, trademarks, or other
15 intellectual property owned by Wynn Resorts (other than trade secrets) that Defendants allegedly
16 used or intended to use for their own benefit or to the detriment of Wynn Resorts, including but
17 not limited to all documents concerning:

- 18 A. Any damages to Wynn Resorts caused by Defendants' alleged use of any
19 such confidential information, trademarks, or other intellectual property.
20 B. The confidential information, trademarks, or other intellectual property
21 Okada allegedly used for his own benefit and to Wynn Resorts' detriment,
22 as alleged in Paragraph 72 of the Complaint;
23 C. Wynn Resorts' ownership of such confidential information, trademarks, or
24 other intellectual property; and
25 D. All efforts by Wynn Resorts to keep such information or property
26 confidential.

27 **REQUEST FOR PRODUCTION NO. 28:**

28 All documents concerning any information Defendants allegedly acquired from

1 Wynn Resorts that Defendant used or intended to use for their own benefit, including but not
2 limited to all documents concerning:

- 3 A. Any damages to Wynn Resorts caused by Defendants' alleged use of any
4 such information;
- 5 B. The alleged public statements by Universal that it would use information
6 acquired from Wynn Resorts for its own use, as alleged in Paragraphs 31 to
7 34 of the Complaint; and
- 8 C. The allegation that "Okada arranged to have several key individuals serve
9 as interns at the Wynn Macau property so that Wynn Macau 'know how'
10 could be learned and siphoned from Wynn Resorts" in Paragraph 35 of the
11 Complaint.

12 **REQUEST FOR PRODUCTION NO. 29:**

13 All documents concerning Defendants' alleged linking of Wynn Resorts to
14 Defendants' separate business endeavors, including but not limited to all documents concerning:

- 15 A. Linking the website of Wynn Resorts and/or Wynn Macau to the websites
16 controlled by Defendants;
- 17 B. Any damages to Wynn Resorts caused by any such alleged linking of
18 Wynn Resorts to Defendants' separate business endeavors; and
- 19 C. The allegation that Wynn Resorts was harmed by Defendants' alleged
20 "linking Wynn Resorts to business endeavors in the Philippines that would
21 necessarily suggest its involvement with 'deeply ingrained' official
22 corruption and a legal/regulatory framework ill-aligned with American
23 compliance and transparency standards" in Paragraph 36 of the Complaint.

24 **REQUEST FOR PRODUCTION NO. 30:**

25 All documents concerning the possibility of Aruze pledging some of its shares in
26 Wynn Resorts or obtaining a loan in 2011, including but not limited to all documents concerning:

- 27 A. Wynn Resorts possibly making a loan to Aruze, including but not limited
28 to any legal analysis concerning any such loan;

- 1 B. The draft side letter prepared by Kimmarie Sinatra concerning a possible
2 loan from Wynn Resorts to Aruze, as alleged in Paragraph 88 of the
3 Counterclaim;
4 C. Deutsche Bank's participation in any possible loan to Aruze in 2011;
5 D. The meeting held on May 16, 2011 involving Wynn, Kimmarie Sinatra,
6 Matt Maddox, and Okada concerning, among other things, Aruze possibly
7 either pledging some of its shares in Wynn Resorts or obtaining a loan; and
8 E. Wynn Resorts' Compliance Committee's review and decision on any
9 possible loan to Aruze.

10 **REQUEST FOR PRODUCTION NO. 31:**

11 All documents concerning Elaine Wynn transferring some or all of her shares of
12 Wynn Resorts to a new owner in 2011, including but not limited to documents concerning
13 Aruze's consent to any such transfer.

14 **REQUEST FOR PRODUCTION NO. 32:**

15 All documents concerning the Kimmarie Sinatra's role and duties with respect to
16 any business of Wynn and/or Wynn Resorts.

17 **REQUEST FOR PRODUCTION NO. 33:**

18 All documents concerning Kimmarie Sinatra's communications about Section 402
19 of the Sarbanes-Oxley Act to any Defendant or Counterdefendant.

20 **REQUEST FOR PRODUCTION NO. 34:**

21 All documents concerning any investigation that Wynn Resorts conducted or
22 commissioned concerning Defendants or their businesses in the Philippines, including but not
23 limited to all documents concerning:

- 24 A. The "independent investigation and risk assessment of investing in the
25 gaming industry in the Philippines" commissioned by the Compliance
26 Committee in January 2011, as alleged in Paragraph 22 of the Complaint;
27
28

- 1 B. The “second independent investigation in the regulatory and compliance
2 climate in the Philippines” commissioned by the Wynn Board in August
3 2011, as alleged in Paragraph 40 of the Complaint;
4 C. The report presented by Robert J. Miller at the November 1, 2011 Wynn
5 Board meeting concerning the investigations conducted to that date; and
6 D. Any documents concerning any investigation or assistance provided by any
7 person engaged by Wynn or Wynn Resorts.

8 **REQUEST FOR PRODUCTION NO. 35:**

9 All documents concerning communications by Wynn Resorts with Defendants
10 (including Defendants’ representatives) concerning any investigation that Wynn Resorts
11 conducted or commissioned concerning Defendants or their businesses in the Philippines,
12 including but not limited to all documents concerning:

- 13 A. The meeting between Robert Faiss, Mark Clayton, Kimmarie Sinatra and
14 Kevin Tourek on September 30, 2011; and
15 B. The meeting held on October 4, 2011 between Wynn, Kimmarie Sinatra,
16 Okada, and Okada’s counsel, including but not limited to the possible
17 removal of Okada as Vice Chairman of Wynn Resorts and as a director of
18 both Wynn Resorts and Wynn Macau, including the purported grounds for
19 any such removals, discussed at that meeting.

20 **REQUEST FOR PRODUCTION NO. 36:**

21 All documents concerning Frank A. Schreck’s resignation as Chairman of
22 Universal’s Compliance Committee on September 27, 2011, including but not limited to all
23 communications to or from Frank A. Schreck, Wynn Resorts, and any of the Counterdefendants.

24 **REQUEST FOR PRODUCTION NO. 37:**

25 All documents concerning the law firms Brownstein Hyatt Farber Schreck, LLP
26 and Gordon Silver, including but not limited to any advice provided by them concerning alleged
27 actions by any of the Defendants and/or their businesses in the Philippines.

28 **REQUEST FOR PRODUCTION NO. 38:**

1 All documents concerning the Arkin Group LLC, Arkin Kaplan Rice LLP, Stanley
2 S. Arkin, and Jack Devine, including but not limited to any due diligence, assessments,
3 investigations, and analyses conducted by the Arkin Group LLC and Arkin Kaplan Rice LLP
4 concerning the Philippines, the gaming industry in the Philippines, and/or any of the Defendants.

5 **REQUEST FOR PRODUCTION NO. 39:**

6 All documents concerning any investigation of any of the Defendants or their
7 businesses in the Philippines and Korea conducted by Freeh Sporkin, including but not limited to
8 all documents concerning:

- 9 A. The retention of Freeh Sporkin, including the terms of its compensation;
- 10 B. All information gathered, and analyses conducted, by Freeh Sporkin or any
11 consultants retained by Freeh Sporkin or Wynn, Wynn Resorts or any of
12 the Counterdefendants, including (i) all documents included in the
13 appendix to – and referenced in – the Freeh Report, (ii) all documents
14 provided by Wynn Resorts and/or any of the Counterdefendants to Freeh
15 Sporkin for any investigation, and (iii) all documents provided by Freeh
16 Sporkin or any consultants to Wynn Resorts and/or any Counterdefendants;
- 17 C. All persons interviewed by Freeh Sporkin, including all documents used at,
18 or created as a result of, such interviews;
- 19 D. The interview of Okada conducted by Louis J. Freeh in Tokyo on February
20 15, 2012, including all documents used at, or created as a result of, such
21 interviews;
- 22 E. All communications between Wynn, Wynn Resorts, and/or any
23 Counterdefendant concerning the Freeh Sporkin investigation;
- 24 F. All communications with Defendants concerning the investigation,
25 including opportunities for Defendants to respond to the Freeh Report; and
- 26 G. All diaries or other billing records related to the Freeh Sporkin
27 investigation, including how much Freeh or Freeh Sporkin were paid and
28 how many hours they worked.

1 **REQUEST FOR PRODUCTION NO. 40:**

2 All documents concerning any assessment by the Wynn Board of the accuracy of
3 the Freeh Report.

4 **REQUEST FOR PRODUCTION NO. 41:**

5 All documents concerning any communications by Wynn, Wynn Resorts, or any
6 Counterdefendant with any person outside Wynn Resorts concerning the Freeh Report, including
7 but not limited to the Wall Street Journal.

8 **REQUEST FOR PRODUCTION NO. 42:**

9 All documents concerning Wynn Resorts' or Wynn's offer to purchase some or all
10 of Aruze's stock in 2011 or 2012.

11 **REQUEST FOR PRODUCTION NO. 43:**

12 All documents concerning the resolutions adopted by the Wynn Board on February
13 18, 2012, as alleged in Paragraph 97 of the Complaint, including but not limited to all documents
14 concerning:

- 15 A. The Wynn Board's determination that Aruze and Universal were likely to
16 jeopardize Wynn Resorts' and its affiliated companies' gaming licenses;
17 B. The Wynn Board's determination that Okada, Aruze, and Universal were
18 unsuitable persons under the Articles of Incorporation;
19 C. The Wynn Board's determination to redeem Aruze's shares in Wynn
20 Resorts for approximately \$1.936 billion through a promissory note; and
21 D. The basis for each of the Wynn Board's determinations set forth above,
22 including all information considered by the Wynn Board before making
23 each of these determinations.

24 **REQUEST FOR PRODUCTION NO. 44:**

25 All documents concerning any instances where the Wynn Board considered or
26 made a determination whether a person was an unsuitable person under the Articles of
27 Incorporation, other than the Wynn Board's determination concerning Okada on February 18,
28 2012.

1 **REQUEST FOR PRODUCTION NO. 45:**

2 All documents concerning any instances where the Wynn Board considered
3 whether to redeem, or made a determination to redeem, the shares of any shareholder pursuant to
4 the Articles of Incorporation, other than the Wynn Board's redemption of Aruze's shares on
5 February 18, 2012.

6 **REQUEST FOR PRODUCTION NO. 46:**

7 All documents concerning the valuation of Aruze's shares in Wynn Resorts for the
8 redemption in 2012, including but not limited to all documents concerning the valuation
9 conducted by Moelis & Company, including all documents provided to or by Moelis & Company
10 concerning the valuation.

11 **REQUEST FOR PRODUCTION NO. 47:**

12 All documents concerning the valuation of Aruze's shares in Wynn Resorts for the
13 redemption in 2012, including but not limited to all documents concerning the valuation
14 conducted by Duff & Phelps, LLC, including all documents provided to or by Duff & Phelps,
15 LLC concerning the valuation.

16 **REQUEST FOR PRODUCTION NO. 48:**

17 All documents concerning Kenneth Moelis' and Moelis & Company's work for
18 Wynn or Wynn Resorts prior to the valuation of Aruze's shares in 2011 and/or 2012.

19 **REQUEST FOR PRODUCTION NO. 49:**

20 All documents concerning Duff & Phelps, LLC's work for Wynn or Wynn Resorts
21 prior to the valuation of Aruze's shares in 2011 and/or 2012.

22 **REQUEST FOR PRODUCTION NO. 50:**

23 All documents concerning any valuation of Aruze's shares in Wynn Resorts,
24 including but not limited to valuations included or referenced in filings with the United States
25 Securities and Exchange Commission ("US SEC"), court filings, or the letter from Robert L.
26 Shapiro to Aruze's counsel dated December 15, 2011.

27 **REQUEST FOR PRODUCTION NO. 51:**

28 All documents concerning the land concession contract permitting Wynn Macau to

1 develop a casino resort in Cotai, as referenced in Wynn Resorts' March 2, 2012 and May 2, 2012
2 Form 8-K filings, including but not limited to all documents concerning:

- 3 A. The date Wynn Resorts began negotiations for such concession contract;
- 4 B. The date such concession contract was executed;
- 5 C. The disclosure of such concession contract in Wynn Resorts' initial Form
6 8-K filing on March 2, 2012;
- 7 D. Wynn Resorts' March 2, 2012 retraction of the initial March 2, 2012 Form
8 8-K filing as having been filed by "mistake" by the "Company's agent,"
9 including all communications with the Company's agent referenced in the
10 retraction; and
- 11 E. Wynn Resorts' May 2, 2012 Form 8-K filing, including any documents
12 concerning changes in the wording of the May 2, 2012 Form 8-K filing
13 from the initial March 2, 2012 Form 8-K filing.

14 **REQUEST FOR PRODUCTION NO. 52:**

15 All documents concerning the removal of Okada as Vice Chairman of Wynn
16 Resorts and as a director of both Wynn Resorts and Wynn Macau.

17 **REQUEST FOR PRODUCTION NO. 53:**

18 All documents concerning any investigation of Wynn Resorts or its employees,
19 officers, shareholders, or directors (including but not limited to Wynn and Defendants) by any
20 local, state, federal, or foreign law enforcement agency, regulatory agency, or gaming regulator,
21 including but not limited to all documents concerning any investigation by the Nevada Gaming
22 Commission, the State Gaming Control Board of Nevada, the US SEC, the United States
23 Department of Justice ("DOJ"), Philippine Securities and Exchange Commission ("Philippine
24 SEC"), or the Macau Gaming Commission concerning:

- 25 A. Wynn Macau's pledge to donate to the University of Macau Development
26 Foundation;
- 27 B. Wynn Resorts' purported redemption of Aruze's shares of Wynn Resorts;

- 1 C. Any alleged payment, benefit, or gift by Defendants to former or current
2 members of PAGCOR;
3 D. The Land Concession Contract included as exhibit 10.1 to Wynn Resorts'
4 Form 8-K filing on May 2, 2012;
5 E. The payment of \$50 million to Tien Chiao Entertainment & Investment Co.
6 Ltd. by a Palo Real Estate Company Limited as disclosed in exhibit 99.1 to
7 Wynn Resorts' Form 8-K filing on September 11, 2009; and
8 F. The FCPA or any other corruption prevention laws.

9 **REQUEST FOR PRODUCTION NO. 54:**

10 All documents sufficient to show the relationships between Wynn Resorts, Wynn
11 Macau, Wynn, Universal, Aruze, and Okada, and their ownership interests in Wynn Resorts and
12 Wynn Macau.

13 **REQUEST FOR PRODUCTION NO. 55:**

14 All organizational charts of Wynn Resorts and Wynn Macau, including but not
15 limited to its subsidiaries, divisions, departments, affiliates, committees, and any other related
16 entity or group.

17 **REQUEST FOR PRODUCTION NO. 56:**

18 All documents concerning Wynn Resorts' budget for each fiscal year from 2012 to
19 2022, including but not limited to financial forecasts and projected revenue and costs.

20 **REQUEST FOR PRODUCTION NO. 57:**

21 All documents concerning the negotiation, drafting, and execution of each of the
22 following documents and any and all amendments thereto:

- 23 A. The Articles of Incorporation;
24 B. The Bylaws;
25 C. The Contribution Agreement; and
26 D. The Stockholder's Agreement.

27 **REQUEST FOR PRODUCTION NO. 58:**

28 All documents concerning Aruze's nomination of individuals to serve as directors

1 of Wynn Resorts, including but not limited to Wynn's refusal to endorse the individuals
2 nominated by Aruze as required by Paragraph 2(a) of the Stockholder's Agreement.

3 **REQUEST FOR PRODUCTION NO. 59:**

4 All documents concerning Wynn Resorts' policies and training, including all
5 communications to the Wynn Board of Directors, concerning:

- 6 A. Membership on the Board of Directors and procedure for nominating
7 members to the Board of Directors;
- 8 B. Removal of persons from the Board of Directors;
- 9 C. Compliance with the Nevada Revised Statutes and the Nevada Gaming
10 Commission Regulations;
- 11 D. Compliance with the Sarbanes-Oxley Act, including Section 402;
- 12 E. Compliance with the FCPA or any other corruption prevention law;
- 13 F. The adoption of resolutions by Wynn Resorts' Board of Directors;
- 14 G. Wynn Resorts' Gaming and Compliance Program;
- 15 H. Wynn Resorts' Policy Regarding Payment to Government Officials,
16 referenced in Paragraph 38(b) of the Complaint;
- 17 I. Wynn Resorts' Code of Business Conduct and Ethics ("Code of Conduct"),
18 referenced in Paragraph 14 of the Complaint, including any amendments
19 to the Code of Conduct;
- 20 J. Determinations of "unsuitability" under the Articles of Incorporation;
- 21 K. The confidentiality and privacy of guest information, including guest
22 information in Macau;
- 23 L. Data privacy laws in Macau;
- 24 M. Amendments to the Articles of Incorporation;
- 25 N. All notices sent to members of the Board of Directors regarding training;
- 26 O. Restrictions on shares of Wynn Resorts owned by officers and directors of
27 Wynn Resorts, including any prohibition on pledging such shares; and
28

1 P. Any other policies relevant to Wynn Resorts' allegations against
2 Defendants.

3 **REQUEST FOR PRODUCTION NO. 60:**

4 All communications to and from Okada, Wynn Resorts, or any of the
5 Counterdefendants concerning the FCPA, including but not limited to Okada's requests to have
6 FCPA training materials provided to him in Japanese.

7 **REQUEST FOR PRODUCTION NO. 61:**

8 All documents concerning Wynn Resorts' procedure for choosing and developing
9 new casino gaming sites, including but not limited to the investigation or audit of proposed new
10 casino gaming sites.

11 **REQUEST FOR PRODUCTION NO. 62:**

12 All documents concerning Wynn Resorts' Sarbanes Oxley Steering Committee.

13 **REQUEST FOR PRODUCTION NO. 63:**

14 All documents concerning Wynn Resorts' Audit Committee, including but not
15 limited to the Audit Committee's Enterprise Risk Management review, any policies or procedures
16 designed to uncover any conduct that would be a risk to Wynn Resorts' FCPA compliance, and
17 Audit Committee documents concerning the Philippines and any of the Defendants.

18 **REQUEST FOR PRODUCTION NO. 64:**

19 All documents concerning the Directors' & Officers' Questionnaire Packet
20 allegedly sent to all members of Wynn Resorts' Board of Directors in January 2012, as alleged in
21 Paragraph 38(c) of the Complaint, including but not limited to acknowledgement forms.

22 **REQUEST FOR PRODUCTION NO. 65:**

23 All documents (including notes, meeting minutes, handouts, or transcripts)
24 concerning meetings of the Board of Directors of Wynn Resorts, including meetings held on or
25 about February 24, 2011, April 18, 2011, November 1, 2011, and February 18, 2012.

26 **REQUEST FOR PRODUCTION NO. 66:**

27 All documents (including notes, meeting minutes, handouts, or transcripts)
28 concerning executive sessions held by members of the Board of Directors of Wynn Resorts,

1 including a session held on or about July 28, 2011.

2 **REQUEST FOR PRODUCTION NO. 67:**

3 All documents (including notes, meeting minutes, handouts, or transcripts)
4 concerning meetings held by members of the Compliance Committee of Wynn Resorts, including
5 a meeting held on or about September 27, 2011.

6 **REQUEST FOR PRODUCTION NO. 68:**

7 All documents, including correspondence, notes, memoranda, or meeting minutes
8 concerning Okada's alleged statements during any meeting of Wynn Board concerning payments
9 to foreign Government Officials, the FCPA, or any other corruption prevention laws, as alleged in
10 Paragraph 37 of the Complaint.

11 **REQUEST FOR PRODUCTION NO. 69:**

12 All documents concerning requests by Okada for Japanese translation services for
13 Board materials and Board meetings and telephone conferences.

14 **REQUEST FOR PRODUCTION NO. 70:**

15 All documents concerning Wynn Resorts' statement on October 2, 2012
16 concerning the denial of Aruze and Universal's Motion for Preliminary Injunction, including but
17 not limited to all documents concerning:

- 18 A. The investigations allegedly initiated by law enforcement and regulatory
19 authorities in the United States and multiple jurisdictions in Asia;
- 20 B. The purported business connections and common shareholding in a Hong
21 Kong entity by Okada;
- 22 C. An alleged individual associated with "yakuza," a Japanese organized
23 crime group; and
- 24 D. An alleged improper payment in the Philippines in connection with Aruze.

25 **REQUEST FOR PRODUCTION NO. 71:**

26 All documents concerning the name change and closure of the Okada restaurants
27 in Wynn Las Vegas and Wynn Macau, including but not limited to all communications to or from
28 Wynn Las Vegas, Wynn Resorts and Wynn concerning the name change and closure.

1 **REQUEST FOR PRODUCTION NO. 72:**

2 All documents concerning the alleged risks to Wynn Resorts and/or to its Board of
3 Directors, such as regulatory risks, conflicts of interests, and risks to Wynn Resorts' current
4 and/or prospective gaming license(s), arising from the alleged acts of Defendants, including but
5 not limited to all Communications concerning such risks, all analyses, reports, assessments,
6 and/or studies of such risks.

7 **REQUEST FOR PRODUCTION NO. 73:**

8 All documents related to any gaming licenses that Wynn Resorts (including, but
9 not limited to Wynn Macau) or any members of the Wynn Resorts' Board of Directors has
10 considered pursuing, whether or not the gaming license was actually pursued or granted, since
11 Wynn Resorts' inception in 2002.

12 **REQUEST FOR PRODUCTION NO. 74:**

13 All documents related to any insurance agreement entered into by Wynn Resorts
14 (including, but not limited to Wynn Macau) within the past five years which a person carrying on
15 an insurance business may be liable to satisfy part or all of a judgment which may be entered in
16 this action, including any disclaimer or limitation of coverage or reservation of rights under any
17 such insurance agreement.

18 **REQUEST FOR PRODUCTION NO. 75:**

19 All documents related to any insurance agreement entered into by Wynn Resorts
20 (including, but not limited to Wynn Macau) within the past five years which a person carrying on
21 an insurance business may be liable to advance, indemnify or reimburse for litigation costs and
22 expenses and/or payments made to satisfy the judgment in this action, including any disclaimer or
23 limitation of coverage or reservation of rights under any such insurance agreement.

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1 Dated: Las Vegas, Nevada

2 January 2, 2013

3 LIONEL SAWYER & GOLLINS

4 By: 

Samuel S. Lionel (SBN 1766)

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16 Attorneys for Defendant KAZUO OKADA and
17 Defendants and Counterclaimants ARUZE USA, INC. and
18 UNIVERSAL ENTERTAINMENT CORPORATION

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 2nd day of January, 2013, I caused documents entitled **DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO WYNN RESORTS, LIMITED** to be served as follows:

☒ by depositing same for mailing in the United States Mail, in a sealed envelope addressed to:

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☐ pursuant to NEV. R. CIV. P. 5(b)(2)(D) to be sent via facsimile as indicated:

☐ to be hand delivered to:

and/or

☐ through the Court's Electronic Filing Program pursuant to the Electronic Filing and Service Order enter in Case No. 12 A656710 on October 4, 2012.


An Employee of
LIONEL SAWYER & COLLINS

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Appendix A

Requested Production Format

Document Format

All documents should be produced as Bates-stamped 300 DPI Group IV multi-page monochrome TIFF images with accompanying document-level extracted text for electronically stored information ("ESI") or OCR for scanned hard copy documents. No searchable text need be provided for redacted documents.

All spreadsheets should be produced as native format files accompanied by a single-page TIFF placeholder.

Image Load/Cross Reference Files

Defendants request either an IPRO (.lfp) or Opticon (.opt) multi-page image load/cross reference file with all productions. Image filenames should contain the beginning bates number information of the document. Note that volume label information ("@MSC001" in the sample IPRO file and "MSC001" in the sample Opticon file) is optional.

Sample IPRO .lfp file

IM, MSC00000014,D,1,@MSC001; MSC\0000;00000014.TIF;2
IM, MSC00000015,,2,@MSC001; MSC\0000;00000014.TIF;2
IM, MSC00000016,D,1,@MSC001; MSC\0000;00000016.TIF;2
IM, MSC00000017,,2,@MSC001; MSC\0000;00000016.TIF;2

Sample Opticon .opt file

MSC000001, MSC001, MSC\0000\00000001.TIF, Y,,,3
MSC000004, MSC001, MSC\0000\00000004.TIF, Y,,,2
MSC000006, MSC001, MSC\0000\00000006.TIF, Y,,,7
MSC000013, MSC001, MSC\0000\00000013.TIF, Y,,,4

Data Load File

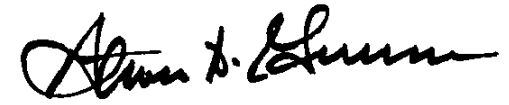
For Bates information and metadata, Defendants request a Concordance-loadable data file, also known as a "DAT" file. Extracted text or OCR text should not be embedded in the DAT file. Rather, it should be provided as separate, document-level text files. document-level text filenames should contain the beginning bates number information of the document. If a document is provided in native format with a placeholder tiff, e.g. Excel files, the text file should contain the extracted text of the native file.

The requested delimiters and qualifiers to be used in the DAT file are:

- Record delimiter: Windows newline/Hard return (ASCII 10 followed by ASCII 13)
- Field delimiter: □ (ASCII 20)
- Multi-value delimiter: Semicolon ; (ASCII 59)
- Text qualifier: Small thorn þ (ASCII 254)

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xls



CLERK OF THE COURT

OPP

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Attorneys for Wynn Resorts, Limited

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

KAZUO OKADA, an individual, ARUZE
USA, INC., a Nevada corporation, and
UNIVERSAL ENTERTAINMENT CORP.,
a Japanese corporation,

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**WYNN PARTIES' OPPOSITION TO
DEFENDANTS' MOTION TO
CHALLENGE [CERTAIN]
CONFIDENTIALITY DESIGNATIONS
IN THE WYNN PARTIES' FIRST
SUPPLEMENTAL DISCLOSURE AND
FOR SANCTIONS**

Date of Hearing: March 7, 2013

Time of Hearing: 8:30 a.m.

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

1 **I. BACKGROUND**

2 From the moment former Wynn Resorts' Director Kazuo Okada casually told then-fellow
3 Wynn Resorts Board members that one can bypass the anti-bribery strictures of the Foreign
4 Corrupt Practices Act through the use of intermediaries, the Board and management of
5 Wynn Resorts proceeded with caution so as to ensure that Wynn Resorts would not be linked with
6 or taken down by any errant act of a determined fiduciary. One internal investigation and three
7 independent investigations later, Okada's remark is supported by actual evidence that he or
8 companies with which he is affiliated has indeed used intermediaries to bribe foreign government
9 officials with control over his company's Philippine business pursuits.

10 At each step of this cautious process, Okada has been asked to explain his actions. At
11 each step, Okada has been asked to provide documents that his and his affiliates' acts related to
12 the Philippine gaming license are above board. And, every time, Okada's only response has been
13 to deny wrongdoing. Yet, Okada never offered any documents. He never offered any proof. At
14 this stage, it is apparent that he wants to know what the Company has so that he can
15 simultaneously learn what the Company does not have.

16 The Wynn Parties understand their discovery obligations under NRCP 16.1 and 26, and
17 have complied with those obligations in good faith. The Wynn Parties sought a confidentiality
18 agreement and protective order before the initial disclosure deadline and was met essentially with
19 silence. (Ex. 1, E-mails dated Nov. 20, 2012 and Nov. 24, 2012 from Debra L. Spinelli, Esq. to
20 Charles H. McCrae, Jr., Esq. (without attachments).) The Wynn Parties made their initial
21 disclosures and identified documents, some of which are designated confidential, some highly
22 confidential, and some without any confidentiality designation at all. (Ex. 2, Wynn Parties' Initial
23 Disclosures (without enclosures).) Those documents and others were subsequently disclosed on
24 February, 22, 2013, after entry of the Wynn Parties Order with Respect to Confidentiality. (Ex. 3,
25 Wynn Parties' First Supplemental Disclosures (without enclosures).)

26 In the interim, however, the Okada Parties changed lawyers for the third time. And,
27 armed with new and self-described "zealous[] advocate[s]," made a deliberate choice to publish
28 certain of Wynn Resorts' confidential, sensitive business records. (Ex. 4, Ltr. dated Feb. 1, 2013

1 from Christopher J. Bank Esq., to James J. Pisanelli, Esq.) The records have nothing to do with
2 the subject matter of this action,¹ but their purposeful publication was meant to confuse the issues
3 and raise innuendo of wrongdoing when no such wrongdoing existed. When the issue was
4 immediately brought to the attention of the Okada Parties, (Ex. 5, Ltr. dated Jan. 29, 2013 from
5 James J. Pisanelli, Esq. to Charles H. McCrae, Jr., Esq.), their new counsel feigned ignorance
6 over why the business records would be confidential, argued that Okada could do whatever he
7 pleased because the Board dared to declare him unsuitable under its Articles, and finally – the
8 most audacious and revealing – claimed protection under the absolute litigation privilege. (Ex. 4.)

9 With their game plan of destruction yet again revealed, the Wynn Parties proceeded
10 cautiously. Quite frankly, the Wynn Parties did not want to even provide the Okada Parties'
11 counsel with sensitive business records knowing they act with impunity under the protective veil
12 of the absolute litigation privilege. However, the Wynn Parties also knew that the Protective
13 Order entered by the Court contained a sanctions provision with the teeth necessary to protect the
14 Company when the "zealous advocates" crossed the line. (Ex. 6, Wynn Parties' Protective Order
15 with Respect to Confidentiality ("Protective Order"), ¶ 28.) Despite the fact that the Company
16 would be harmed in the interim by the Okada Parties or their counsel's violation, the Wynn Parties
17 understood that the deterrent was in place, Defendants were on notice, and they could proceed
18 with their discovery obligations with some level of comfort.

19 With their Motion, the Okada Parties want to strip the Company of some of the
20 protections afforded by the Court's Protective Order. The Okada Parties want to release three
21 documents that the Wynn Parties designated as Highly Confidential and for attorneys' eyes only
22 to their client for review: the appendix to the Freeh report, a stock valuation report prepared by
23 Moelis & Company and provided to the Board at the February 18, 2012 Board meeting by Moelis
24

25 ¹ The records also had nothing to do with the allegations in the federal securities action that
26 Okada commenced on January 24, 2013, to try to enjoin a special meeting of the Wynn Resorts
27 stockholders that had been called for the purpose of considering a proposal to remove Okada as a
28 director, yet this did not stop Okada or his counsel from attaching them to his complaint. As an
aside, after United States District Judge Mahan denied Okada the injunction he sought, Okada
resigned from the Board on the eve of the special meeting and later voluntarily dismissed the
federal action. (Ex. 7, Order Denying Injunction; Ex. 8, Voluntary Dismissal.)

1 & Company ("Moelis Valuation"), and a solvency report prepared by Duff & Phelps and also
2 provided to the Board at the February 18 Board meeting ("Solvency Report"). Given Okada's
3 campaign, the highly confidential designation of these documents should remain intact.

4 II. DISCUSSION

5 A. The Pertinent Provisions in the Wynn Parties' Protective Order

6 The Okada Parties pick and choose the language they employ to make it seem as if the
7 three documents they want to remove from the protections of the Protective Order do not meet the
8 standards of that order. Zealous advocacy or otherwise, the entire order and all of its applicable
9 provisions must be considered and employed with respect to each document. This is how the
10 Wynn Parties guided their determinations for designations with respect to all of the documents it
11 has disclosed to date (and will continue to do so). The applicable provisions follow, and will be
12 applied subsequently to each of the three disputed documents thereafter:

13 **2. Designation of Information:** Any Producing Party
14 may designate Discovery Material that is in its possession, custody,
15 or control produced to a Receiving Party as "Confidential" or
16 "Highly Confidential" under the terms of this Protective *Order if the
Producing Party in good faith reasonably believes that such
Discovery Material contains nonpublic, confidential information*
as defined in Sections 4 and 5 below.

17 * * *

18 **4. Confidential Information:** For purposes of this
19 Protective Order, "Confidential Information" means any Protected
20 Data (as defined below) or *any information that constitutes,
reflects, or discloses nonpublic information, trade secrets,
know-how, or other financial, proprietary, commercially sensitive,
confidential business, marketing, regulatory, or strategic
information (regarding business plans or strategies, technical data,
and nonpublic designs)*, the disclosure of which the Producing Party
21 *believes in good faith might reasonably result in economic or
competitive, or business injury to the Producing Party (or its
affiliates, personnel, or clients) and which is not publicly known and
cannot be ascertained from an inspection of publicly available
sources, documents, material, or devices. . . . A party may also
22 designate as "CONFIDENTIAL" compilations of publicly
23 available discovery materials, which would not be known publicly
24 in a compiled form.*

25 * * *

1 **5. Highly Confidential Information:** For purposes of
2 this Protective Order, Highly Confidential Information is any
3 Protected Data and/or Confidential Information as defined in
4 Section 4 above that also includes (a) *extremely sensitive, highly*
5 *confidential, nonpublic information*, consisting either of trade
6 secrets or *proprietary or other highly confidential business,*
7 *financial, regulatory, private, or strategic information* (including
information regarding business plans, technical data, and nonpublic
designs), *the disclosure of which would create a substantial risk of*
competitive, business, or personal injury to the Producing Party,
and/or (b) *nonpublic documents or information reflecting the*
substance of conduct or communications that are the subject of
state, federal, or foreign government investigations. . . .

8 (Ex. 6, Protective Order, ¶¶ 2, 4, 5 (emphasis added.))

9 **B. The Three Documents at Issue Require Heightened Protections**

10 **I. Wynn Resorts' Extremely Sensitive Financial Documents: Moelis**
11 **Valuation and Duff & Phelps Solvency Report.**

12 As defined by the Okada Parties, the Moelis Valuation is a stock valuation report,
13 (Mot., 6:21-22), the full title of which is "Discussion of Indicative Redemption Price." (Ex. 3.
14 Wynn Parties' First Supplemental Disclosures, 39:12-13; *see also* WYNN003067-3126 (attached
15 to the Okada Parties' Motion to Seal.)) In preparing its report, Moelis considered various
16 Company financials and specific stock restrictions provided for in various agreements between
17 the parties to determine the redemption price for the Wynn Resorts shares then held by Aruze
18 USA. The "Solvency Report" prepared by Duff & Phelps, titled "Solvency and Surplus Analysis
19 Related to a Proposed Equity Redemption Transaction" also and necessarily included a
20 consideration and reflection of the Company's highly sensitive, commercial and financial
21 information. (Ex. 3, Wynn Parties' First Supplemental Disclosures, 39:12-13; *see also*
22 WYNN003127-3188 (attached to the Okada Parties' Motion to Seal.)) When exercising its
23 business judgment related to the redemption and redemption price, the Board naturally needed to
24 consider the solvency of the Company and its ability to redeem the shares then held by Aruze
25 USA. The challenge to the confidential treatment of these documents is strange, to say the least.

26 The Protective Order defines "Confidential Information" as "any information that
27 constitutes, reflects, or discloses nonpublic information. . . or other financial, proprietary,
28 commercially sensitive, confidential business . . . information" (Ex. 6, Protective

1 Order, ¶ 3.) The Wynn Parties believe that the second prong required for the designation also
2 applies; namely, that disclosure "might reasonably result in economic or competitive business
3 injury to the Producing Party. . . ." (*Id.*) While some of the information may be gleaned from
4 records of this public company, Moelis' financial assessment of any publicly financial data cannot
5 be ascertained solely from "an inspection of publicly available sources, documents, materials, or
6 devices." (*Id.*). The Okada Parties' statements to the contrary border on absurd. The Okada
7 Parties should not be able to handle the documents with the utter disregard of confidentiality and
8 recklessness they have exercised with regard to other sensitive business records. The potential
9 economic, competitive, or business injury to the Company is clear, regardless of the conclusory
10 statements to the contrary in the Okada Parties' Motion. Wynn Resorts is a publicly traded
11 company whose financial analyses and opinions (rather than just publicly available financial
12 disclosures) considered by its Board and management need not and should not be revealed to its
13 competitors and/or effect the market through misuse or otherwise unnecessary disclosure.

14 Similarly, the Protective Order contemplates the existence and even heightened protection
15 for "extremely sensitive, highly confidential" records of the same financial and business nature.
16 (Ex. 6, Protective Order, ¶ 5 (using the same underlying baseline definition of confidential
17 documents).) The added protection comes from the good faith belief of the Producing Party of a
18 "substantial risk" of competitive, business, or personal injury to the Producing Party. (*Id.*) The
19 documents at issue consider the Company's assessment of the value of its shares, the value of
20 Mr. Wynn's shares and Ms. Wynn's shares as it relates to the Stockholders Agreement, and the
21 *solvency* of the Company. Needless to say, the disclosure of the Board's consideration of these
22 highly sensitive matters warrants heightened protection from disclosure.

23 Moreover, the Wynn Parties' adversary is an individual who is competing with
24 Wynn Resorts and who has outright stated his desire to "beat" Wynn Resorts. He has showed a
25 personal animosity and venom against the Company's Chairman and CEO, and has made various
26 bad faith and untrue statements about Mr. Wynn. In letters to shareholders and his then-fellow
27 Board members, Okada has viciously maligned the Company and Mr. Wynn, and has
28 demonstrated his penchant to use this and other litigation as a vehicle to do so with the protection

1 of the "absolute litigation privilege." For his counsel, there are ethical obligations and
2 consequences for such behavior as officers of this court (through pro hac vice admittance or
3 otherwise). However, Okada has no such considerations to ponder and has demonstrated his utter
4 lack of restraint to consider the "substantial risk" disclosure of confidential, sensitive business
5 records would have on the Company to which he used to owe a fiduciary duty. He cared not
6 when he owed the duty. He has admitted he was not exercising any duty he owed to the
7 Company. And, he has admitted that he owes no such duty since he has resigned from the Board
8 (the day before the shareholders meeting). His only concerns are his self-interest and his desire to
9 take Wynn Resorts and Mr. Wynn down with him.²

10 With "zealous advocates" at his side to review, and the ability to provide Highly
11 Confidential financial information to his experts to review and analyze, there is no need to hand
12 Okada highly sensitive, commercial and financial information so that he can misuse it in this and
13 other forums – legal or otherwise.³

14 2. *The Freeh Appendix*

15 The Okada Parties' desire to break down the documents that constitute the Freeh Appendix
16 is their sole basis for challenging the confidentiality of the Appendix. But, the Freeh Appendix is
17 a "compilation[] of . . . documents" compiled by a third party, Louis Freeh, who conducted the
18 independent investigation into the activities of the Okada Parties. (Ex. 6, Protective Order, ¶ 4.)

19
20 ² Though the Motion states that the financial information provided by the Company to
21 Duff & Phelps was information to which Mr. Okada was likely privy (Mot., 9:5-8), there is no
22 declaration to that effect and the Okada Parties have not disclosed any such financials pursuant to
23 NRCP 16.1. Moreover, during his deposition in the writ proceeding, Okada admitted that
24 throughout these many years, he read very little of what Wynn Resorts gave him in his capacity as
25 director, delegating his duties to an employee of one of his other companies.
(Ex. 10, Kazuo Okada Dep. Tr. (writ proceeding), 74:9-75:14.) However, even if Okada was
26 privy to such confidential financial information while he was a director, he was a dissident
27 director who has resigned, and is no longer entitled to the benefits and information considered by
28 the Board.

³ Interestingly, Okada has claimed on countless occasions that he neither reads nor speaks
English. Thus, any input he may have with his counsel as it relates to the Wynn Parties'
documents will be (or can be) done verbally or through translations. The only reason to argue for
access to the records themselves is the vexatious publication and manipulation, neither of which is
a valid ground to rewrite the Protective Order.

1 As the Okada Parties point out, some (not all) of the documents in the compilation may be (and
2 are) publicly available. But the Protective Order expressly contemplates that "[a] party may
3 designate as 'CONFIDENTIAL' *compilations of publicly available discovery materials*, which
4 would not be known publicly in a compiled form." (*Id.*)

5 The Wynn Parties disclosed and produced the entire Freeh Appendix as one
6 unified/compiled document.⁴ Its parts may have independent significance. And, each of the
7 single documents may be deserved of different confidential treatment. Indeed, when the
8 Wynn Parties disclosed some of the single documents, the confidentiality, if any, of those single
9 documents was considered and a good faith determination made as the Protective Order provides.
10 Similarly, when and if the Wynn Parties produce additional single documents that also happen to
11 be a part of the Freeh Appendix, the confidentiality, if any, of those single documents will also be
12 considered and determined in good faith on a document by document basis.⁵ But, the Freeh
13 Appendix, in its entirety, is the disputed document here. And, though some of the documents are
14 summarized or referred to in the Freeh Report, the Freeh Appendix, in and of itself, it is not
15 "known publicly in a compiled form." (Ex. 6, Protective Order, ¶ 4.)

16 The compilation of documents that is the Freeh Appendix fits squarely into the Protective
17 Order's definition of Confidential Information. The Appendix provides commercially sensitive
18 business and proprietary information that may result in economic, competitive, or business injury
19 to the Company. The Appendix provides evidence generally summarized in the Freeh Report of
20 the wrongful and illegal conduct of one of its former directors. The Appendix includes business
21 communications and records that reveal Company processes and procedures exchanged internally
22

23 ⁴ The Wynn Parties stated their intent to disclose the Freeh Appendix since November,
24 2012, following the entry of a confidentiality agreement and protective order. (Ex. 9, E-mail
25 exchange dated Dec. 3 to Dec. 11, 2012 between Debra L. Spinelli, Esq., and Scott Carlton, Esq.
26 (Paul Hastings).) It is the entire Freeh Appendix that the Okada Parties have requested. (*Id.*) It is
the Freeh Appendix, in its entirety, that the Wynn Parties produced and designated Highly
Confidential pursuant to the terms of the Protective Order.

27 ⁵ To be clear, the Wynn Parties do not have all of the documents in the Freeh Appendix
28 separate and apart from their inclusion by Freeh in the Freeh Appendix. Freeh conducted his own
investigation and obtained documents from various people/entities that the Wynn Parties did not
possess.

1 and not shared with the public. Moreover, the Appendix reveals third party information that
2 Freeh compiled that is deserved of confidential protection.

3 The same considerations discussed above with respect to the Company's highly sensitive
4 financial records applies equally to the necessary heightened, attorneys' eyes only protection of
5 the Freeh Appendix as compiled by Freeh. However, and in addition, the Protective Order
6 provides that "information reflecting the substance of conduct or communications that are the
7 subject of state, federal, or foreign government investigations" can be designated Highly
8 Confidential. (Ex. 6, Protective Order, ¶ 5.) There is no further requirement that there be some
9 substantial risk to the Company or its affiliates. (*Id.*) The Company, pursuant to its compliance
10 program and duty to self-regulate, has notified the Nevada gaming regulators of its resolutions
11 that deemed the Okada Parties unsuitable under the Company's articles, redeemed Aruze USA's
12 shares, and issued a promissory note in exchange for the shares. In the very least, Nevada gaming
13 authorities are investigating Okada's conduct as outlined by Freeh in his report and supported by
14 the documents Freeh compiled in his appendix. Moreover, the news is replete with the various
15 ongoing investigations into the Okada Parties' activities in the Philippines following the
16 publication of Freeh's findings in his report. The Okada Parties would be hard pressed to
17 truthfully challenge the existence of those investigations, even if they continue to proclaim their
18 denial of wrongdoing (though absent any evidence to support their denials). Heightened
19 confidentiality is warranted and the express provisions of the Protective Order authorize such
20 treatment.

21 **C. There is No Basis for an Award of Sanctions.**

22 For all of the reasons discussed above, the Wynn Parties' confidentiality designations for
23 the three documents challenged by the Okada Parties were proper and the Okada Parties' request
24 for sanctions should be denied. It is worthy to note, however, that, as a basis for their sanctions
25 request, the Okada Parties' repeatedly claim that the Wynn Parties made "indiscriminate
26
27
28

1 designations," which would be prohibited by the Protective Order.⁶ (Ex. 6, Protective Order, ¶ 3.)
2 But the Wynn Parties followed their Protective Order and "t[oo]k care to limit any such
3 designation to specific material that qualified under the appropriate standards." (*Id.*). The Okada
4 Parties simply disagree. The existence of such a disagreement is hardly a basis to award
5 sanctions.

6 Should this Court choose to lower the confidentiality level of any of these three
7 documents, there is little to no harm to the Okada Parties. Indeed, since Mr. Okada claims to be
8 unable to read or understand the English language, the very short time it took for his counsel to
9 bring its five page motion could have been spent translating the documents for Mr. Okada's highly
10 anticipated review. Even if Okada has not been able to begin an analysis of the documents, his
11 counsel and his experts could have (though the Wynn Parties are not in receipt of any executed
12 Exhibit A to the Protective Order). Moreover, if the writ proceeding is any indication, it takes
13 months for the documents that Wynn Resorts discloses to make their way to Okada. (Ex. 10,
14 Okada Dep. Tr. (writ proceeding), 86:8-87:7 (stating that he had not reviewed much of the
15 documents the Company produced despite the passage of several months)).) There is simply no
16 bad faith or harm for sanctions to issue, and the request should be denied.

17 **III. CONCLUSION**

18 Based on the foregoing, the Wynn Parties respectfully request that their confidentiality
19 designations be maintained. Alternatively, the Wynn Parties request that the designations for the
20 compilation of documents by Freeh and the two financial reports be designated confidential, with
21
22
23

24
25 ⁶ Should the Okada Parties be seeking sanctions for a two-day delay in responding to their
26 counsel's request to meet and confer before filing a motion on shortened time (when the counsel
27 to whom the emails were sent were in depositions outside of Las Vegas in another matter), the
28 Okada Parties should refer to section 18, page 10, lines 24-27, of the Protective Order, which
contemplates a 10-day meet and confer period on challenges to designations, and should reflect as
well on its own failures to respond in such a short window on matters that actually warrant
consideration on shortened time. The Court may otherwise consider this point as the pot calling
the kettle black.

1 Defendants and their counsel cautioned as to their duty to maintain their confidentiality and the
2 sanctions that will be imposed for improper treatment.

3 DATED this 6th day of March, 2013.

4 PISANELLI BICE PLLC

6 By: 

James J. Pisanelli, Esq., Bar No. 4027
Todd L. Bice, Esq., Bar No. 4534
Debra L. Spinelli, Esq., Bar No. 9695
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169

and

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

and

15 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
16 GLASER WEIL FINK JACOBS HOWARD
17 AVCHEN & SHAPIRO, LLP
10250 Constellation Boulevard, 19th Floor
Los Angeles, California 90067

Attorneys for Wynn Resorts, Limited

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 9th day of March, 2013, I caused to be e-mailed and electronically served through the Court's filing system true and correct copies of the foregoing WYNN PARTIES' OPPOSITION TO DEFENDANTS' MOTION TO CHALLENGE [CERTAIN] CONFIDENTIALITY DESIGNATIONS IN THE WYNN PARTIES' FIRST SUPPLEMENTAL DISCLOSURE AND FOR SANCTIONS properly addressed to the following:

Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
Charles H. McCrea, Esq.
Steven C. Anderson, Esq.
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300 South Fourth Street, Suite 1700
Las Vegas, NV 89101

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Martin A. Little, Esq.
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Christopher J. Banks, Esq.
MORGAN LEWIS & BOCKIUS LLP
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San Francisco, CA 94105-1126


An employee of PISANELLI BICE PLLC

EXHIBIT 1

From: Debra Spinelli
To: [Charles H. McCrea \(cmccrea@lionelsawyer.com\)](mailto:cmccrea@lionelsawyer.com)
Cc: [James Pisanelli](#); [Kimberly Peets](#)
Subject: Wynn/Okada -- Proposed Confidentiality Agreement
Date: Tuesday, November 20, 2012 4:35:00 PM
Attachments: [Wynn Parties SAO Confidentiality Agreement and Protective Order.pdf](#)

Charlie -

In anticipation of the parties' respective obligations under NRCP 16.1, it is necessary to discuss the entry of a confidentiality agreement and protective order. Attached please find the Wynn Parties' proposed stipulation and order.

Given the November 30 initial disclosure deadline, please promptly advise whether the Okada Parties are willing to stipulate to the Court's entry of the attached, or if you have any suggested changes or revisions.

Thank you,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101



Please consider the environment before printing.

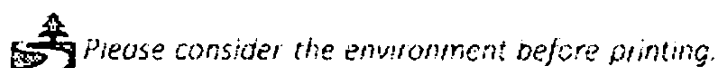
To ensure compliance with requirements imposed by the IRS, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for purposes of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

This transaction and any attachment is attorney privileged and confidential. Any dissemination or copying of this communication is prohibited. If you are not the intended recipient, please notify us immediately by replying and delete the message. Thank you.

From: Debra Spinelli
To: "Charles H. McCrea Jr."
Cc: James Pisanelli; Kimberly Peets
Subject: RE: Wynn/Okada -- Proposed Confidentiality Agreement
Date: Saturday, November 24, 2012 7:56:00 AM
Attachments: Wynn Parties SAO Confidentiality Agreement and Protective Order.docx

Charlie –
A Word version is attached.
Thanks,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101



To ensure compliance with requirements imposed by the IRS, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for purposes of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

This transaction and any attachment is attorney privileged and confidential. Any dissemination or copying of this communication is prohibited. If you are not the intended recipient, please notify us immediately by replying and delete the message. Thank you.

From: Charles H. McCrea Jr. [mailto:cmccrea@lionelsawyer.com]
Sent: Wednesday, November 21, 2012 2:17 PM
To: Debra Spinelli
Cc: James Pisanelli; Kimberly Peets
Subject: RE: Wynn/Okada -- Proposed Confidentiality Agreement

Debbie,

Would you kindly send me a copy of this in Word?

Thanks.

Charlie

LIONEL SAWYER & COLLINS

CHARLES H. McCREA. JR.
Shareholder

1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101

E-Mail Web Site

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From: Debra Spinelli [<mailto:dls@pisanellibice.com>]
Sent: Tuesday, November 20, 2012 4:36 PM
To: Charles H. McCrea Jr.
Cc: James Pisanelli; Kimberly Peets
Subject: Wynn/Okada -- Proposed Confidentiality Agreement


Charlie -

In anticipation of the parties' respective obligations under NRCP 16.1, it is necessary to discuss the entry of a confidentiality agreement and protective order. Attached please find the Wynn Parties' proposed stipulation and order.

Given the November 30 initial disclosure deadline, please promptly advise whether the Okada Parties are willing to stipulate to the Court's entry of the attached, or if you have any suggested changes or revisions.

Thank you,
Debbie

Debra L. Spinelli
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EXHIBIT 2

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Attorneys for Wynn Resorts, Limited, Linda Chen,

Russell Goldsmith, Ray R. Irani, Robert J. Miller,

John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,

Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

KAZUO OKADA, an individual, ARUZE
USA, INC., a Nevada corporation, and
UNIVERSAL ENTERTAINMENT CORP.,
a Japanese corporation,

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' INITIAL
DISCLOSURES PURSUANT TO
NRCP 16.1**

Pursuant to Rule 16.1 of the Nevada Rules of Civil Procedure, Plaintiff-Counter-defendant Wynn Resorts, Limited ("Wynn Resorts") and Counter-defendants Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman (collectively, the "Wynn Parties"), by and through their undersigned counsel of record, hereby submit their initial list of witnesses who may have information discoverable and/or documents discoverable under Rule 26(b):

A. LIST OF WITNESSES

1. Kazuo Okada
c/o Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
Charles H. McCrea, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101
Tel.: (702) 383-8888
Fax: (702) 383-8845

Mr. Okada is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his conduct related to his business interests and activities in the Philippines; payments to, on behalf of, and/or for the benefit of foreign gaming officials; and his role, responsibilities, and duties to Wynn Resorts.

2. 30(b)(6) Aruze USA, Inc.
c/o Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
Charles H. McCrea, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101
Tel.: (702) 383-8888
Fax: (702) 383-8845

The NRCP 30(b)(6) designee(s) for Aruze USA, Inc. is/are likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, business interests and activities in the Philippines; and payments to, on behalf of, and/or for the benefit of foreign gaming officials.

1 3. 30(b)(6) Universal Entertainment Corporation
2 c/o Samuel S. Lionel, Esq.
3 Paul R. Hejmanowski, Esq.
4 Charles H. McCrea, Esq.
5 LIONEL SAWYER & COLLINS
 300 South Fourth Street, Suite 1700
 Las Vegas, NV 89101
 Tel.: (702) 383-8888
 Fax: (702) 383-8845

6 The NRCP 30(b)(6) designee(s) for Universal Entertainment Corporation is/are likely to
7 have discoverable information related to the facts and circumstances concerning this action,
8 including, but not limited to, business interests and activities in the Philippines; and payments to,
9 on behalf of, and/or for the benefit of foreign gaming officials.

10 4. Employee of Aruze USA, Inc.
11 Specifically: the individual responsible for monitoring capital contributions
12 c/o Samuel S. Lionel, Esq.
13 Paul R. Hejmanowski, Esq.
14 Charles H. McCrea, Esq.
15 LIONEL SAWYER & COLLINS
16 300 South Fourth Street, Suite 1700
17 Las Vegas, NV 89101
18 Tel.: (702) 383-8888
19 Fax: (702) 383-8845

20 The Aruze USA, Inc. employee is likely to have discoverable information related to the
21 facts and circumstances concerning this action, including, but not limited to, Aruze USA, Inc.'s
22 capital contributions to Valvino Lamore, LLC and Wynn Resorts, Limited.

23 5. Employee of Aruze USA, Inc.
24 Specifically: the individual primarily responsible for negotiating the Valvino
25 Lamore, LLC operating agreements
26 c/o Samuel S. Lionel, Esq.
27 Paul R. Hejmanowski, Esq.
28 Charles H. McCrea, Esq.
 LIONEL SAWYER & COLLINS
 300 South Fourth Street, Suite 1700
 Las Vegas, NV 89101
 Tel.: (702) 383-8888
 Fax: (702) 383-8845

 The Aruze USA, Inc. employee is likely to have discoverable information related to the
facts and circumstances concerning this action, including, but not limited to, the negotiation of the
Valvino Lamore, LLC operating agreements.

- 1 6. Employee of Aruze USA, Inc.
2 Specifically: the individual primarily responsible for negotiating the 2002
3 stockholders agreement
4 c/o Samuel S. Lionel, Esq.
5 Paul R. Hejmanowski, Esq.
6 Charles H. McCrea, Esq.
7 LIONEL SAWYER & COLLINS
8 300 South Fourth Street, Suite 1700
9 Las Vegas, NV 89101
10 Tel.: (702) 383-8888
11 Fax: (702) 383-8845

12 The Aruze USA, Inc. employee is likely to have discoverable information related to the
13 facts and circumstances concerning this action, including, but not limited to, the negotiation of the
14 2002 stockholders agreement.

- 15 7. Employee of Aruze USA, Inc.
16 Specifically: the individual primarily responsible for negotiating the contribution
17 agreement
18 c/o Samuel S. Lionel, Esq.
19 Paul R. Hejmanowski, Esq.
20 Charles H. McCrea, Esq.
21 LIONEL SAWYER & COLLINS
22 300 South Fourth Street, Suite 1700
23 Las Vegas, NV 89101
24 Tel.: (702) 383-8888
25 Fax: (702) 383-8845

26 The Aruze USA, Inc. employee is likely to have discoverable information related to the
27 facts and circumstances concerning this action, including, but not limited to, the negotiation of the
28 contribution agreement.

- 29 8. Employee of Universal Entertainment Corporation.
30 Specifically: the individual responsible for creation of and deposits into city ledger
31 account
32 c/o Samuel S. Lionel, Esq.
33 Paul R. Hejmanowski, Esq.
34 Charles H. McCrea, Esq.
35 LIONEL SAWYER & COLLINS
36 300 South Fourth Street, Suite 1700
37 Las Vegas, NV 89101
38 Tel.: (702) 383-8888
39 Fax: (702) 383-8845

40 The Universal Entertainment Corporation employee is likely to have discoverable
41 information related to the facts and circumstances concerning this action, including, but not

1 limited to, the decision to create a city ledger account with Wynn Resorts and managing the
2 deposits into same.

- 3 9. Employee of Universal Entertainment Corporation.
4 Specifically: the individual responsible for communications with PAGCOR
5 c/o Samuel S. Lionel, Esq.
6 Paul R. Hejmanowski, Esq.
7 Charles H. McCrea, Esq.
8 LIONEL SAWYER & COLLINS
9 300 South Fourth Street, Suite 1700
10 Las Vegas, NV 89101
11 Tel.: (702) 383-8888
12 Fax: (702) 383-8845

13 The Universal Entertainment Corporation employee is likely to have discoverable
14 information related to the facts and circumstances concerning this action, including, but not
15 limited to, communications with PAGCOR related to efforts to obtain a gaming license in the
16 Philippines.

- 17 10. Shinobu Noda.
18 Universal Entertainment Corp. and/or Aruze A, Inc.
19 c/o Samuel S. Lionel, Esq.
20 Paul R. Hejmanowski, Esq.
21 Charles H. McCrea, Esq.
22 LIONEL SAWYER & COLLINS
23 300 South Fourth Street, Suite 1700
24 Las Vegas, NV 89101
25 Tel.: (702) 383-8888
26 Fax: (702) 383-8845

27 The Universal Entertainment Corporation employee is likely to have discoverable
28 information related to the facts and circumstances concerning this action, including, but not
limited to, her communications with and/or instructions from Mr. Okada and/or other executives,
employee, and/or agents of Mr. Okada, Arc USA, Inc., and/or Universal Entertainment
Corporation, and communications with Wynn Resorts (including, but not limited to, Board
trainings, policies, and acknowledgements).

11. Linda Chen
Director, Wynn Resorts, Limited
Chief Operating Officer, Wynn Macau, Ltd.
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Ms. Chen is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, her service as a member of the Wynn Resorts Board of Directors and the business judgment she and her fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

12. Russell Goldsmith
Director, Wynn Resorts, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Goldsmith is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

13. Ray R. Irani
Director, Wynn Resorts, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Irani is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

1 14. Governor Robert J. Miller
2 Director, Wynn Resorts, Limited
3 c/o James J. Pisanelli, Esq.
4 PISANELLI BICE PLLC
5 3883 Howard Hughes Parkway, Suite 800
6 Las Vegas, Nevada 89169
7 Tel.: (702) 214-2100
8 Fax: (702) 214-2101

9 Governor Miller is likely to have discoverable information related to the facts and
10 circumstances concerning this action, including, but not limited to, his service as a member of the
11 Wynn Resorts Board of Directors; the business judgment he and his fellow directors exercised
12 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation; and his role as
13 Chairman of the Wynn Resorts Compliance Committee.

14 15. John A. Moran
15 Director, Wynn Resorts, Limited
16 c/o James J. Pisanelli, Esq.
17 PISANELLI BICE PLLC
18 3883 Howard Hughes Parkway, Suite 800
19 Las Vegas, Nevada 89169
20 Tel.: (702) 214-2100
21 Fax: (702) 214-2101

22 Mr. Moran is likely to have discoverable information related to the facts and
23 circumstances concerning this action, including, but not limited to, his service as a member of the
24 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
25 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

26 16. Marc D. Schorr
27 Director & Chief Executive Officer, Wynn Resorts, Limited
28 Director, Wynn Macau, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Schorr is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, is likely to have discoverable
information related to the facts and circumstances concerning this action, including, but not
limited to, his service as a member of the Wynn Resorts Board of Directors; the business

1 judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and
2 Universal Entertainment Corporation; his role on the Wynn Resorts Compliance Committee; and
3 his service as a member of the Wynn Macau, Ltd. Board of Directors.

4 17. Alvin V. Shoemaker
5 Director, Wynn Resorts, Limited
6 c/o James J. Pisanelli, Esq.
7 PISANELLI BICE PLLC
8 3883 Howard Hughes Parkway, Suite 800
9 Las Vegas, Nevada 89169
10 Tel.: (702) 214-2100
11 Fax: (702) 214-2101

12 Mr. Shoemaker is likely to have discoverable information related to the facts and
13 circumstances concerning this action, including, but not limited to, his service as a member of the
14 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
15 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

16 18. D. Boone Wayson
17 Director, Wynn Resorts, Limited
18 c/o James J. Pisanelli, Esq.
19 PISANELLI BICE PLLC
20 3883 Howard Hughes Parkway, Suite 800
21 Las Vegas, Nevada 89169
22 Tel.: (702) 214-2100
23 Fax: (702) 214-2101

24 Mr. Wayson is likely to have discoverable information related to the facts and
25 circumstances concerning this action, including, but not limited to, his service as a member of the
26 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
27 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

28 19. Allan Zeman
Director, Wynn Resorts, Limited
Director, Wynn Macau, Ltd.
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Zeman is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, is likely to have discoverable

1 information related to the facts and circumstances concerning this action, including, but not
2 limited to, his service as a member of the Wynn Resorts Board of Directors; the business
3 judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and
4 Universal Entertainment Corporation; and his service as a member of the Wynn Macau, Ltd.
5 Board of Directors.

6 20. Stephen A. Wynn
7 Chairman & Chief Executive Officer, Wynn Resorts, Limited
8 Chairman & Chief Executive Officer, Wynn Macau, Ltd.
9 c/o Donald J. Campbell, Esq.
10 J. Colby Williams, Esq.
11 Campbell & Williams
12 700 South Seventh Street
13 Las Vegas, Nevada 89101
14 Tel.: (702) 382-5222
15 Fax: (702) 382-0540

16 Mr. Wynn is likely to have discoverable information related to the facts and circumstances
17 concerning this action, including, but not limited to, his history with Mr. Okada; his service as
18 Chairman of the Wynn Resorts and Wynn Macau, Ltd. Boards of Directors; the business
19 judgment he and his fellow WRL directors exercised related to Mr. Okada, Aruze USA, Inc., and
20 Universal Entertainment Corporation; and the allegations Aruze USA, Inc. and Universal
21 Entertainment Corporation have asserted against him in their Second Amended Counterclaim.

22 21. Elaine P. Wynn
23 Director, Wynn Resorts, Limited
24 c/o William R. Urga, Esq.
25 Martin A. Little, Esq.
26 JOLLY URG WIRTH WOODBURY & STANDISH
27 3800 Howard Hughes Parkway, 16th Floor
28 Las Vegas, Nevada 89169
 Tel.: (702) 699-7500
 Fax: (702) 699-7555

Ms. Wynn is likely to have discoverable information related to the facts and circumstances
concerning this action, including, but not limited to, her service as a member of the Wynn Resorts
Board of Directors; and the business judgment she and her fellow directors exercised related to
Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

1 22. Kimmaric Sinatra
2 Executive Vice President, General Counsel
3 Wynn Resorts, Limited
4 c/o James J. Pisanelli, Esq.
5 PISANELLI BICE PLLC
6 3883 Howard Hughes Parkway, Suite 800
7 Las Vegas, Nevada 89169
8 Tel.: (702) 214-2100
9 Fax: (702) 214-2101

10 Ms. Sinatra is likely to have discoverable information related to the facts and
11 circumstances concerning this action, including, but not limited to, the allegations Aruze USA,
12 Inc. and Universal Entertainment Corporation have asserted against her in their Second Amended
13 Counterclaim; and her communications with Mr. Okada, Aruze USA, Inc., Universal
14 Entertainment Corporation, and/or his/their agents.

15 23. John Strzemp
16 Executive Vice President & Chief Administrative Officer, Wynn Resorts, Limited
17 Formerly Chief Financial Officer, Valvino Lamore LLC
18 c/o James J. Pisanelli, Esq.
19 PISANELLI BICE PLLC
20 3883 Howard Hughes Parkway, Suite 800
21 Las Vegas, Nevada 89169
22 Tel.: (702) 214-2100
23 Fax: (702) 214-2101

24 Mr. Strzemp is likely to have discoverable information related to the facts and
25 circumstances concerning this action, including, but not limited to, his role on the Wynn Resorts
26 Compliance Committee; various matters related to the transition from Valvino Lamore LLC to
27 Wynn Resorts; and communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
28 Corporation, and/or his/their agents.

29 24. Matt Maddox
30 Chief Financial Officer, Wynn Resorts, Limited
31 c/o James J. Pisanelli, Esq.
32 PISANELLI BICE PLLC
33 3883 Howard Hughes Parkway, Suite 800
34 Las Vegas, Nevada 89169
35 Tel.: (702) 214-2100
36 Fax: (702) 214-2101

37 Mr. Maddox is likely to have discoverable information related to the facts and
38 circumstances concerning this action, including, but not limited to, the allegations in Paragraphs

1 40 and 80 of Aruze USA, Inc. and Universal Entertainment Corporation's Second Amended
2 Counterclaim; and Wynn Resorts' filings with the Securities and Exchange Commission.

3 25. Scott Peterson
4 Senior Vice President & Chief Financial Officer, Wynn Las Vegas
5 Formerly Vice President of Finance, Valvino Lamore, LLC
6 c/o James J. Pisanelli, Esq.
7 PISANELLI BICE PLLC
8 3883 Howard Hughes Parkway, Suite 800
9 Las Vegas, Nevada 89169
10 Tel.: (702) 214-2100
11 Fax: (702) 214-2101

12 Mr. Peterson is likely to have discoverable information related to the facts and
13 circumstances concerning this action, including, but not limited to, various matters related to the
14 transition from Valvino Lamore LLC to Wynn Resorts; and communications with Mr. Okada,
15 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents.

16 26. Kevin Tourek
17 Senior Vice President & General Counsel, Wynn Las Vegas
18 c/o James J. Pisanelli, Esq.
19 PISANELLI BICE PLLC
20 3883 Howard Hughes Parkway, Suite 800
21 Las Vegas, Nevada 89169
22 Tel.: (702) 214-2100
23 Fax: (702) 214-2101

24 Mr. Tourek is likely to have discoverable information related to the facts and
25 circumstances concerning this action, including, but not limited to, his interaction with Mr.
26 Okada, Aruze USA, Universal Entertainment Corporation, and/or his/their agents; and his role on
27 the Wynn Resorts Compliance Committee.

28 27. Ian Coughlan
Director & President, Wynn Macau, Ltd.
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Coughlan is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, his service as a member of the

1 Wynn Macau, Ltd. Board of Directors, and its decision to make a donation to the University of
2 Macau Development Foundation.

3 28. The Honorable Louis J. Freeh
4 Pepper Hamilton LLP
5 620 Eighth Avenue, 37th Floor
6 New York, NY 10018-1405
7 Tel.: (212) 808-2700
8 Fax: (212) 286-9806

9 Judge Freeh is likely to have discoverable information related to the facts and
10 circumstances concerning this action, including, but not limited to, the facts learned as a result of
11 Freeh Sporkin & Sullivan's investigation into the activities of Mr. Okada, Aruze USA, and
12 Universal Entertainment Corporation.

13 29. Joel M. Friedman, Esq.
14 Pepper Hamilton LLP
15 3000 Two Logan Square
16 Eighteenth and Arch Streets
17 Philadelphia, Pennsylvania 19103-2799
18 Tel.: (215) 981-4007
19 Fax: (215) 981-4750

20 Mr. Friedman is likely to have discoverable information related to the facts and
21 circumstances concerning this action, including, but not limited to, the facts learned as a result of
22 Freeh Sporkin & Sullivan's investigation into the activities of Mr. Okada, Aruze USA, and
23 Universal Entertainment Corporation.

24 30. Duff & Phelps, LLC.
25 10100 Santa Monica Boulevard
26 Suite 1100
27 Los Angeles, CA 90067
28 Tel.: (310) 284-8008

The NRCP 30(b)(6) designee(s) for Duff & Phelps, LLC is/are likely to have discoverable
information related to the facts and circumstances of this action, including, but not limited to, the
redemption price for Aruze USA, Inc.'s shares in Wynn Resorts.

31. Moelis & Company
1999 Avenue of the Stars, Suite 1900
Los Angeles, CA 90067
Tel.: (310) 443-2300
Fax: (310) 443-8700

1 The NRCP 30(b)(6) designee(s) for Moelis & Company is/are likely to have discoverable
2 information related to the facts and circumstances of this action, including, but not limited to,
3 financial matters related to the redemption of Aruze USA, Inc.'s shares in Wynn Resorts.

4 32. Philippine Amusement and Gaming Corporation (PAGCOR)
1330 PAGCOR House
5 Roxas Boulevard
Ermita, Manila, Philippines 1000
6 Tel.:(63 2) 521-1542

7 The NRCP 30(b)(6) designee(s) for PAGCOR is/are likely to have discoverable
8 information related to the facts and circumstances of this action, including, but not limited to, its
9 interactions and communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
10 Corporation, and/or his/their agents related to their efforts to obtain a gaming license in the
11 Philippines.

12 33. Imelda Dimaporo
PAGCOR Board Member
13 Unknown at this time; will supplement

14 Ms. Dimaporo is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, her service as a member of PAGCOR's
16 Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
17 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; her travels to Macau
18 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts she may have received from
19 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
20 acting on his/their behalf.

21 34. Phillip Lo
PAGCOR Board Member
22 Unknown at this time; will supplement

23 Mr. Lo is likely to have discoverable information related to the facts and circumstances of
24 this action, including, but not limited to, his service as a member of PAGCOR's Board, his
25 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
26 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
27 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze
28

1 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
2 behalf.

3 35. Manuel Roxas
4 PAGCOR Board Member
Unknown at this time; will supplement

5 Mr. Roxas is likely to have discoverable information related to the facts and circumstances
6 of this action, including, but not limited to, his service as a member of PAGCOR's Board, his
7 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
8 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
9 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze
10 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
11 behalf.

12 36. Susan Vargas
13 PAGCOR Board Member
Unknown at this time; will supplement

14 Ms. Vargas is likely to have discoverable information related to the facts and circumstances
15 of this action, including, but not limited to, her service as a member of PAGCOR's Board, her
16 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
17 and/or any affiliates or agents acting on his/their behalf; her travels to Macau and/or Las Vegas,
18 and/or any and all payments, benefits, and/or gifts she may have received from Mr. Okada, Aruze
19 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
20 behalf.

21 37. Jose Tanjuatco
22 PAGCOR Board Member
Unknown at this time; will supplement

23 Mr. Tanjuatco is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
25 Board, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
26 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
27 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
28

1 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
2 acting on his/their behalf.

3 38. Rafael Francisco
4 PAGCOR, President and Chief Operating Officer
Unknown at this time; will supplement

5 Mr. Francisco is likely to have discoverable information related to the facts and
6 circumstances of this action, including, but not limited to, his service as PAGCOR's President and
7 COO, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
8 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
9 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
10 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
11 acting on his/their behalf.

12 39. Rene Figueroa
13 PAGCOR, Executive Vice President
Unknown at this time; will supplement

14 Mr. Figuero is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, his service as PAGCOR's Executive
16 Vice President, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
17 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
18 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
19 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
20 acting on his/their behalf.

21 40. Ernesto Francisco
22 PAGCOR, Executive Committee & Casino General Manager
Unknown at this time; will supplement

23 Mr. Francisco is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
25 Executive Committee, as well as Casino General Manager, his communications with Mr. Okada,
26 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
27 on his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
28

1 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
2 Corporation, and/or any affiliates or agents acting on his/their behalf.

3 41. Francis P. Hernando
4 PAGCOR, Vice President, Licensed Casino Development Department
Unknown at this time; will supplement

5 Mr. Hernando is likely to have discoverable information related to the facts and
6 circumstances of this action, including, but not limited to, his service as PAGCOR's Vice
7 President, Licensed Casino Development Department, his communications with Mr. Okada, Aruze
8 USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting on
9 his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
10 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
11 Corporation, and/or any affiliates or agents acting on his/their behalf.

12 42. Ed de Guzman
13 PAGCOR, Executive Committee & Vice President of Slots
Unknown at this time; will supplement

14 Mr. Guzman is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
16 Executive Committee, as well as Vice President of Slots, his communications with Mr. Okada,
17 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
18 on his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
19 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
20 Corporation, and/or any affiliates or agents acting on his/their behalf.

21 43. Gabriel Guzman
22 PAGCOR, Executive Committee & Vice President of Slots
Unknown at this time; will supplement

23 Mr./Ms. Guzman is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his/her relationship to Ed de Guzman,
25 his/her travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he
26 may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
27 and/or any affiliates or agents acting on his/their behalf.

1 44. Edward King
2 PAGCOR, Vice President of Corporate Communications
3 Unknown at this time; will supplement

4 Mr. King is likely to have discoverable information related to the facts and circumstances
5 of this action, including, but not limited to, his service as PAGCOR's Vice President of Corporate
6 Communications, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
7 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
8 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
9 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
10 acting on his/their behalf.

11 45. Carlos Bautista
12 PAGCOR, Legal Department
13 Unknown at this time; will supplement

14 Mr. Bautista is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, his service with PAGCOR, his
16 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
17 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
18 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze
19 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
20 behalf.

21 46. Emelio Marcello
22 PAGCOR consultant
23 Unknown at this time; will supplement

24 Mr. Marcello is likely to have discoverable information related to the facts and
25 circumstances of this action, including, but not limited to, his service as a consultant to PAGCOR,
26 his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
27 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
28 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze
USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
behalf.

1 47. Mario Cornista
2 PAGCOR consultant
3 Unknown at this time; will supplement

4 Mr. Cornista is likely to have discoverable information related to the facts and
5 circumstances of this action, including, but not limited to, his service as a consultant to PAGCOR,
6 his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
7 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
8 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze
9 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
10 behalf.

11 48. Jeffrey Opinion
12 Member of Naguiat's party
13 Unknown at this time; will supplement

14 Mr. Opinion is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, his communications with Mr. Okada,
16 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
17 on his/their behalf; his communications with Cristiano Naguiat, his travels to Macau and/or Las
18 Vegas, and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada,
19 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
20 his/their behalf.

21 49. Tiger Resort Leisure & Entertainment Inc.
22 c/o Samuel S. Lionel, Esq.
23 Paul R. Hejmanowski, Esq.
24 Charles H. McCrea, Esq.
25 LIONEL SAWYER & COLLINS
26 300 South Fourth Street, Suite 1700
27 Las Vegas, NV 89101
28 Tel.: (702) 383-8888
 Fax: (702) 383-8845

 The NRCP 30(b)(6) designee(s) for Tiger Resort Leisure & Entertainment Inc. is/are
likely to have discoverable information related to the facts and circumstances of this action,
including, but not limited to, its relationship to Universal Entertainment Corporation, the gaming
license it holds to operate in PAGCOR's Entertainment City in Manila, Philippines, and any and
all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,

1 and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
2 license in the Philippines.

3 50. Okada Holdings, LLC
4 43 Calvados
5 Newport Coast, CA 92657-1051
6 -or-
7 Asset Exchange Strategies, LLC (Registered Agent)
8 2407 S. Bagdad Rd., Leander, TX 78641

9 The NRCP 30(b)(6) designee(s) for Okada Holdings, LLC is/are likely to have
10 discoverable information related to the facts and circumstances of this action, including, but not
11 limited to, any and all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal
12 Entertainment Corporation, and/or his/their agents related to Universal Entertainment
13 Corporation's efforts to obtain a gaming license in the Philippines.

14 51. Eagle Landholdings, Inc. ("EAGLE I")
15 Unknown at this time; will supplement

16 The NRCP 30(b)(6) designee(s) for Eagle I is/are likely to have discoverable information
17 related to the facts and circumstances of this action, including, but not limited to, its relationship
18 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
19 his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
20 license in the Philippines, the identity of its shareholders, directors, and officers, their relationship
21 to any and all Philippine government/gaming officials (former and current), and any and all
22 transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
23 and/or his/their agents to the Philippine government and/or Philippines gaming officials.

24 52. Eagle Holdco Inc. ("EAGLE II")
25 Unknown at this time; will supplement

26 The NRCP 30(b)(6) designee(s) for Eagle II is/are likely to have discoverable information
27 related to the facts and circumstances of this action, including, but not limited to, its relationship
28 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
license in the Philippines, the identity of its shareholders, directors, and officers, their relationship

1 to any and all Philippine government/gaming officials (former and current), any and all transfers
2 of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their
3 agents to the Philippine government and/or Philippines gaming officials.

4 53. Platinum Gaming and Entertainment Corp.
5 Unknown at this time; will supplement

6 The NRCP 30(b)(6) designee(s) for Platinum Gaming and Entertainment Corp. is/are
7 likely to have discoverable information related to the facts and circumstances of this action,
8 including, but not limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc.,
9 Universal Entertainment Corporation, and/or his/their agents related to Universal Entertainment
10 Corporation's efforts to obtain a gaming license in the Philippines, the identity of its shareholders,
11 directors, and officers, their relationship to any and all Philippine government/gaming officials
12 (former and current), any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
13 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
14 Philippines gaming officials.

15 54. Molly Investments Cooperative UA ("Molly")
16 Unknown at this time; will supplement

17 The NRCP 30(b)(6) designee(s) for Molly is/are likely to have discoverable information
18 related to the facts and circumstances of this action, including, but not limited to, its relationship to
19 and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Eagle I, Eagle
20 II, and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a
21 gaming license in the Philippines, the identity of its shareholders, directors, and officers, their
22 relationship to any and all Philippine government/gaming officials (former and current), any and
23 all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
24 and/or his/their agents to the Philippine government and/or Philippines gaming officials.

25 55. Ophiuchus Real Properties Corp.
26 Unknown at this time; will supplement

27 The NRCP 30(b)(6) designee(s) for Ophiuchus Real Properties Corp. is/are likely to have
28 discoverable information related to the facts and circumstances of this action, including, but not

1 limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment
2 Corporation, Eagle I, Eagle II, and/or his/their agents related to Universal Entertainment
3 Corporation's efforts to obtain a gaming license in the Philippines, the identity of its shareholders,
4 directors, and officers, their relationship to any and all Philippine government/gaming officials
5 (former and current), any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
6 Entertainment Corporation, and/or his/their agents to the Philippine government and/or Philippines
7 gaming officials.

8 56. SEAA Corp.
 Unknown at this time; will supplement
9

10 The NRCP 30(b)(6) designee(s) for SEAA Corp.is/are likely to have discoverable
11 information related to the facts and circumstances of this action, including, but not limited to, its
12 relationship to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
13 Eagle I, Eagle II, Ophiucus Real Properties Corp., and/or his/their agents related to Universal
14 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, the identity of its
15 shareholders, directors, and officers, their relationship to any and all Philippine
16 government/gaming officials (former and current), any and all transfers of funds from Mr. Okada,
17 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents to the Philippine
18 government and/or Philippines gaming officials.

19 57. Paulo Bombasi
 Unknown at this time; will supplement
20

21 Mr. Bombasi is likely to have discoverable information related to the facts and
22 circumstances of this action, including, but not limited to, his relationship to or with Eagle I and
23 Eagle II, his knowledge about, relationship to, and/or communications related to Universal
24 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, his former
25 position as PAGCOR consultant under former chairman Genuino, any and all payments received
26 by him or any entity that he owns, controls, or with which he is associated (including, but not
27 limited to, Future Fortune Ltd.) from Mr. Okada, Aruze USA, Inc., Universal Entertainment
28 Corporation, and/or any person or entity acting on his/their behalf.

1 58. Yoshiyuki Shoji
2 Unknown at this time; will supplement

3 Mr. Shioji is likely to have discoverable information related to the facts and circumstances
4 of this action, including, but not limited to, his former employment relationship with Aruze USA,
5 Inc. and/or Universal Entertainment Corporation, the services he provided, the acts he performed,
6 any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment
7 Corporation, and/or his/their agents to the Philippine government and/or Philippines gaming
8 officials; and Mr. Okada's knowledge, participation, and role.

9 59. Michiaki Tanaka
10 Unknown at this time; will supplement

11 Mr. Tanaka is likely to have discoverable information related to the facts and
12 circumstances of this action, including, but not limited to, his former employment relationship
13 with Aruze USA, Inc. and/or Universal Entertainment Corporation, the services he provided, the
14 acts he performed, any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
15 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
16 Philippines gaming officials; and Mr. Okada's knowledge, participation, and role.

17 60. Future Fortune Ltd.
18 Unknown at this time; will supplement

19 The NRCP 30(b)(6) designee(s) for Future Fortune Ltd. is/are likely to have discoverable
20 information related to the facts and circumstances of this action, including, but not limited to, any
21 and all payments received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
22 Corporation, and/or any person or entity acting on his/their behalf, and any and all payments
23 made for or on behalf of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
24 and/or any person or entity on his/their behalf.

25 61. Hong Kong Shanghai Banking Corporation ("HSBC")
26 Unknown at this time; will supplement

27 The NRCP 30(b)(6) designee(s) for HSBC is/are likely to have discoverable information
28 related to the facts and circumstances of this action, including, but not limited to, account records,

1 and deposits and payments transactions for Future Fortune Ltd., People's Technology Holding,
2 and/or Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or other person or
3 entity on his/their behalf.

4 62. People's Technology Holding Ltd.
Unknown at this time; will supplement

5
6 The NRCP 30(b)(6) designee(s) for People's Technology Holding Ltd. is/are likely to have
7 discoverable information related to the facts and circumstances of this action, including, but not
8 limited to, ownership history and management structure; any and all payments received from
9 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
10 any person or entity acting on his/their behalf; and the knowledge, participation, and role(s) of
11 Efraim Genuino and/or Rodolfo Soriano.

12 63. Subic Leisure and Management
Unknown at this time; will supplement
13 British Virgin islands

14 The NRCP 30(b)(6) designee(s) for People's Technology Holding Ltd. is/are likely to have
15 discoverable information related to the facts and circumstances of this action, including, but not
16 limited to, ownership history and management structure, any and all payments received from
17 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
18 any person or entity acting on his/their behalf.

19 64. Rodolfo Soriano
Unknown at this time; will supplement

20
21 Mr. Soriano is likely to have discoverable information related to the facts and
22 circumstances of this action, including, but not limited to, any and all payments, gifts, and/or
23 benefits received by him or any entity that he owns, controls, or with which he is associated
24 (including, but not limited to, Future Fortune Ltd., Ophiucus Real Properties Corp., Subic Leisure
25 and Management, People's Technology Holding from Mr. Okada, Aruze USA, Inc., Universal
26 Entertainment Corporation, and/or any person or entity acting on his/their behalf; his role as a
27 PAGCOR consultant; his relationship with Efraim Genuino; his travels to Las Vegas and/or
28

1 Macau, and his communications and interactions with Mr. Okada, Aruze USA, Inc., Universal
2 Entertainment, and/or his/their agents and/or affiliates.

3 65. Olivia Soriano
4 Unknown at this time; will supplement

5 Ms. Soriano is likely to have discoverable information related to the facts and
6 circumstances of this action, including, but not limited to, her relationship with Rodolfo Soriano,
7 her travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts she may
8 have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any
9 affiliates or agents acting on his/their behalf.

10 66. Rodolfo J. B. Bangsil
11 PAGCOR, Officer in Charge of Gaming Department
12 Unknown at this time; will supplement

13 Mr. Bangsil is likely to have discoverable information related to the facts and
14 circumstances of this action, including, but not limited to, his service as officer in charge of the
15 PAGCOR Gaming Department, his communications with Mr. Okada, Aruze USA, Inc., Universal
16 Entertainment Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his
17 travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have
18 received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any
19 affiliates or agents acting on his/their behalf.

20 67. Suzanne Bangsil
21 Unknown at this time; will supplement

22 Ms. Bangsil is likely to have discoverable information related to the facts and
23 circumstances of this action, including, but not limited to, her communications with Mr. Okada,
24 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
25 on his/their behalf; her travels to Las Vegas and/or Macau, and/or any and all payments, benefits,
26 and/or gifts she may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
27 Corporation, and/or any affiliates or agents acting on his/their behalf.

28 68. Efraim Genuino (former PAGCOR chairman)
Unknown at this time; will supplement

1 Mr. Genuino is likely to have discoverable information related to the facts and
2 circumstances of this action, including, but not limited to, any and all payments and/or benefits
3 received by him or any person with which he is affiliated or any entity that he owns, controls, or
4 with which he is associated (including, but not limited to, Future Fortune Ltd.) from Mr. Okada,
5 Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity acting on
6 his/their behalf; his former role as PAGCOR chairman and its interactions with Universal
7 Entertainment Corporation related to the latter's efforts to obtain a Philippine gaming license.

8 69. Anthony F. Genuino
9 Mayor of Los Banos
Unknown at this time; will supplement

10 Mr. Genuino is likely to have discoverable information related to the facts and
11 circumstances of this action, including, but not limited to, his relationship with Efraim Genuino,
12 his travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may
13 have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any
14 affiliates or agents acting on his/their behalf.

15 70. Manuel Camacho
16 Unknown at this time; will supplement

17 Mr. Camacho is likely to have discoverable information related to the facts and
18 circumstances of this action, including, but not limited to, any and all payments received by him or
19 any entity that he owns, controls, or with which he is associated (including, but not limited to,
20 Future Fortune Ltd., Platinum Gaming and Entertainment Corp., Eagle I, and Eagle II) from Mr.
21 Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity acting
22 on his/their behalf.; his role with Eagle II, his relationship with Efraim and/or Erwin Genuino; and
23 any information regarding Universal Entertainment Corporation's efforts to obtain a gaming
24 license in the Philippines.

25 71. Erwin Genuino
26 Unknown at this time; will supplement

1 Mr. Genuino is likely to have discoverable information related to the facts and
2 circumstances of this action, including, but not limited to, any and all payments received by him or
3 any entity that he owns, controls, or with which he is associated (including, but not limited to,
4 Future Fortune Ltd.) from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
5 and/or any person or entity acting on his/their behalf.

6 72. Mitsuo Hida
7 Unknown at this time; will supplement

8 Mr. Hida is likely to have discoverable information related to the facts and circumstances
9 of this action, including, but not limited to, his former employment as president of president of
10 Aruze USA, Inc.'s Japan branch; his former position as a director for Future Fortune Ltd.; the
11 services he provided and acts he performed for or on behalf of Mr. Okada, Aruze USA, Inc.,
12 Universal Entertainment Corporation, Future Fortune Ltd., and/or his/their agents; any and all
13 transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
14 his/their agents to the Philippine government and/or Philippines gaming officials; communications
15 with the Philippines government and gaming officials related to Universal Entertainment
16 Corporation's efforts to obtain a gaming concession in the Philippines; and Mr. Okada's
17 knowledge, participation, and role.

18 73. Cristino Naguiat, Jr.
19 (current) Chairman, PAGCOR
20 1330 PAGCOR House
21 Roxas Boulevard
22 Ermita, Manila, Philippines 1000
23 Tel.:(63 2) 521-1542

24 Mr. Naguiat is likely to have discoverable information related to the facts and
25 circumstances of this action, including, but not limited to, any and all payments gifts, and/or
26 benefits received by him or any person with which he is affiliated or any entity that he owns,
27 controls, or with which he is from Mr. Okada, Aruze USA, Inc., Universal Entertainment
28 Corporation, and/or any person or entity acting on his/their behalf; his role as PAGCOR chairman
and its interactions with Universal Entertainment Corporation related to the latter's efforts to obtain
a Philippine gaming license.

1 74. Benigno Simcon Aquino, III
2 President, Republic of the Philippines
3 Office of the President of the Philippines
4 Presidential Communications Operations Office
5 3/F New Executive Building (NEB)
6 Malacañang Compound
7 op@president.gov.ph

8 President Aquino is likely to have discoverable information related to the facts and
9 circumstances of this action, including, but not limited to, is likely to have discoverable
10 information related to the facts and circumstances of this action, including, but not limited to, any
11 and all payments gifts, and/or benefits received by him or any person with which he is affiliated or
12 any entity that he owns, controls, or with which he is from Mr. Okada, Aruze USA, Inc., Universal
13 Entertainment Corporation, and/or any person or entity acting on his/their behalf; his interactions
14 with Universal Entertainment Corporation related to the latter's efforts to obtain a Philippine
15 gaming license.

16 75. Jose Miguel Arroyo
17 Unknown at this time; will supplement

18 Mr. Arroyo is likely to have discoverable information related to the facts and circumstances
19 of this action, including, but not limited to, his communications with Mr. Okada, Aruze USA, Inc.,
20 Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting on his/their
21 behalf; his travels to Las Vegas and/or Macau, and/or any and all payments benefits, and/or gifts
22 he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
23 and/or any affiliates or agents acting on his/their behalf.

24 76. Maria Teresa Socorro Naguiat
25 Unknown at this time; will supplement

26 Ms. Naguiat is likely to have discoverable information related to the facts and
27 circumstances of this action, including, but not limited to, her communications with Mr. Okada,
28 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
29 on his/their behalf; her travels to Macau, and/or any and all payments, benefits, and/or gifts she
30 may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
31 and/or any affiliates or agents acting on his/their behalf.

1 77. Bayan Muna Representative Teddy A. Casino
2 Congress of the Philippines
3 House of Representatives, Quezon City
4 Rm. N-508
5 Tel.: 931-5001 or 7407, 9315911

6 Representative Casino is likely to have discoverable information related to the facts and
7 circumstances of this action, including, but not limited to, the information and documents in his
8 possession that demonstrate the transfer of payments from Mr. Okada, Aruze USA, Inc., Universal
9 Entertainment Corporation, and/or any person or entity acting on his/their behalf and Philippine
10 gaming officials, and the government investigation he is spearheading.

11 78. Baron Asset Fund
12 c/o Baron Funds
13 Attn: Linda S. Martinson, Esq.
14 767 Fifth Avenue, 49th Floor
15 New York, NY 10153
16 Fax: (212) 583-2014

17 The NRCP 30(b)(6) designee(s) for the Baron Asset Fund is/are likely to have discoverable
18 information related to the facts and circumstances of this action, including, but not limited to, the
19 transactions related to the Stockholders Agreement and amendments thereto.

20 79. Frank A. Schreck, Esq.
21 former chairman of Universal's Compliance Committee
22 Brownstein Hyatt Farber Schreck
23 100 North City Parkway, Suite 1600
24 Las Vegas, NV 89106-4614
25 Tel.: (702) 382-2101
26 Fax: (702) 382-8135

27 Mr. Schreck is likely to have discoverable information related to the facts and
28 circumstances of this action, including, but not limited to, the allegations in Paragraphs 96 through
29 98 of Aruze USA, Inc. and Universal Entertainment Corporation's Second Amended Counterclaim.

30 80. Richard Morgan, Esq.
31 Chairman of Universal's Compliance Committee
32 LIONEL SAWYER & COLLINS
33 300 South Fourth Street, Suite 1700
34 Las Vegas, NV 89101
35 Tel.: (702) 383-8888
36 Fax: (702) 383-8845

37 Mr. Morgan is likely to have discoverable information related to the facts and
38 circumstances of this action, including, but not limited to, his role as current Chairman of

1 Universal Entertainment Corporation's Compliance Committee; and the allegations in Paragraph
2 97 of Aruze USA, Inc. and Universal Entertainment Corporation's Second Amended Counterclaim.

3 81. Robert Faiss, Esq.
4 LIONEL SAWYER & COLLINS
5 300 South Fourth Street, Suite 1700
6 Las Vegas, NV 89101
7 Tel.: (702) 383-8888
8 Fax: (702) 383-8845

9 Mr. Faiss is likely to have discoverable information related to the facts and circumstances
10 of this action, including, but not limited to, the September 30, 2011 meeting he attended and the
11 allegations in Paragraphs 99 to 106 of Aruze USA, Inc. and Universal Entertainment Corporation's
12 Second Amended Counterclaim.

13 82. Mark Clayton, Esq.
14 LIONEL SAWYER & COLLINS
15 300 South Fourth Street, Suite 1700
16 Las Vegas, NV 89101
17 Tel.: (702) 383-8888
18 Fax: (702) 383-8845

19 Mr. Clayton is likely to have discoverable information related to the facts and
20 circumstances of this action, including, but not limited to, the September 30, 2011 meeting he
21 attended and the allegations in Paragraphs 99 to 106 of Aruze USA, Inc. and Universal
22 Entertainment Corporation's Second Amended Counterclaim.

23 83. Jennifer Roberts, Esq.
24 LIONEL SAWYER & COLLINS
25 300 South Fourth Street, Suite 1700
26 Las Vegas, NV 89101
27 Tel.: (702) 383-8888
28 Fax: (702) 383-8845

Ms. Roberts is likely to have discoverable information related to the facts and
circumstances of this action, including, but not limited to, her communications with Wynn Resorts
related to Mr. Okada, Aruze USA, Inc., and/or Universal Entertainment Corporation.

84. Davis Polk & Wardell LLP
450 Lexington Avenue
New York, NY 10017
Tel.: (212) 450-4000
Fax: (212) 701-5800

The NRCP 30(b)(6) designee(s) for Davis Polk & Wardell LLP is/are likely to have information and/or documents related to the facts and circumstances of this action, including, but not limited to, communications by and between Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates and/or agents acting on his or their behalf with third parties, including with past and former Philippine government officials.

85. Any and all witnesses identified and/or disclosed by any other party to this action.

The Wynn Parties reserve the right to amend and/or supplement this list of witnesses as discovery continues.

B. LIST OF DOCUMENTS

Pursuant to NRCP 16.1, the Wynn Parties hereby submit their initial list of documents that may be discoverable pursuant to NRCP 26(b) ¹:

Bates Nos.	Date	To	From	Description
WYNN000001- WYNN000003	06/03/2002			Articles of Incorporation of Wynn Resorts, Limited
WYNN000004- WYNN000017				Bylaws of Wynn Resorts, Limited, a Nevada corporation
WYNN000018- WYNN000059	4/28/2000			Asset and Land Purchase Agreement dated as of April 28, 2000 by and among Starwood Hotels & Resorts Worldwide, Inc. Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC and Stephen A. Wynn
WYNN000060- WYNN000063	5/26/2000			First Amendment to Asset and Land Purchase Agreement

Certain documents identified herein are confidential, highly confidential, proprietary in nature, and/or contain sensitive and/or private financial information. As such, these documents have been withheld from production until the Court enters a stipulated confidentiality agreement and protective order. The documents identified in *italics* are designated confidential, and the documents identified in ***bold italics*** are highly confidential (subject to the entry of a confidentiality agreement and protective order), and while disclosed herein are not being produced at this time.

Bates Nos.	Date	To	From	Description
WYNN000064- WYNN000066	6/14/2000			Second Amendment to Asset and Land Purchase Agreement
WYNN000067- WYNN000071	6/22/2000			Third Amendment to Asset and Land Purchase Agreement
WYNN000072- WYNN000073	10/27/2000			Fourth Amendment to Asset and Land Purchase Agreement
WYNN000074- WYNN000076	11/3/2001			Fifth Amendment to Asset and Land Purchase Agreement
WYNN000077- WYNN000096	4/11/2002			Stockholders Agreement between Stephen A. Wynn, Baron Asset Fund, and Aruze USA, Inc.
WYNN000097- WYNN000106	6/10/2002			Contribution Agreement between Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund on behalf of Baron Asset Fund Series, Baron Asset Fund on behalf of Baron Growth Fund Series, Kenneth R. Wynn Family Trust, and Wynn Resorts, Limited
WYNN000107- WYNN000111	6/13/2002			Agreement between Stephen A. Wynn and Wynn Resorts, Limited related to Buy-Sell Agreement
WYNN000112- WYNN000115	5/30/2002			Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC
WYNN000116- WYNN000150	6/24/2002			Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region
WYNN000151- WYNN000173	6/14/2002			Amended and Restated Commitment Letter, Deutsche Bank Securities, Inc., Banc of America Securities LLC, Bear, Stearns & Co., Inc.
WYNN000174- WYNN000183				Wynn Resorts, Limited 2002 Stock Incentive Plan
WYNN000184- WYNN000191				Indemnity Agreement
WYNN000192- WYNN000229	8/30/2002			Declaration of true and correct English translation of Concession Contract for the Operation of Games of Chance or Other Games

Bates Nos.	Date	To	From	Description
				in Casinos in the Macau Special Administrative Region
WYNN000230- WYNN000233	4/1/2001			Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC
WYNN000234- WYNN000278	10/3/2000			Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000279- WYNN000289	4/16/2001			First Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000290- WYNN000291	2/18/2002			Second Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000292- WYNN000305	4/11/2002			Third Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000306- WYNN000309	6/24/2000			Fourth Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000310- WYNN000321	9/16/2002			Second Amendment and Restated Articles of Incorporation of Wynn Resorts, Limited
WYNN000322- WYNN000336	9/23/2002			Wynn Resorts, Limited Third Amended and Restated Bylaws Effective as of September 23, 2002
WYNN000337- WYNN000342	9/24/2002			Tax Indemnification Agreement by and among Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund, and Kenneth R. Wynn Family Trust
WYNN000343- WYNN000353	5/30/2002			Amended and Restated Business Loan Agreement between Bank of America, N.A. and World Travel, LLC
WYNN000354- WYNN000359				Form of Wynn Resorts, Limited Restricted Stock Agreement
WYNN000360- WYNN000363	10/17/2002			Distribution Agreement and Assignment between Wynn Resorts, Limited and Valvino Lamore,

Bates Nos.	Date	To	From	Description
WYNN000364- WYNN000374				Form of Registration Rights Agreement between Wynn Resorts, Limited and Stephen A. Wynn
WYNN000375- WYNN000389	10/21/2002			Wynn Resorts, Limited Fourth /Amended and Restated Bylaws Effective as of October 21, 2002
WYNN000390	10/21/2002			First Amendment to the Wynn Resorts, Limited 2002 Stock Incentive Plan
WYNN000391- WYNN000570	3/28/2003			Form 10-K for 12/31/2002, Annual Report
WYNN000571- WYNN000572	4/18/2011			Minutes of a Special Telephonic Meeting of the Board of Directors of Wynn Macau, Limited
WYNN000573- WYNN000575	4/18/2011			Confidential Meeting Minutes from 4/18/2011 Board of Directors meeting
WYNN000576- WYNN000578	4/18/2011			Agenda for 4/18/2011 Telephonic Board of Directors Meeting
WYNN000579- WYNN000582	5/13/2011			Agreement between Stephen A. Wynn acting on behalf of Wynn Resorts (Macau), S.A. and the University of Macau Development Foundation
WYNN000583- WYNN000589	11/9/2011	Gidon M. Caine	Robert L. Shapiro	Letter with attachments
WYNN000590- WYNN000602	2000-2002			Valvino Lamore General Ledger (amounts over \$10,000)
WYNN000603- WYNN000636	2001-2002			Wynn Design and Development General Ledger (amounts over \$10,000)
WYNN000637- WYNN000639	4/1/2001			Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC
WYNN000640- WYNN000646	1/3/2002			Payment to Francis So for \$12,516.15 and related back-up
WYNN000647- WYNN000650	3/31/2002		Scott Peterson	Various spreadsheets related to Stephen A. Wynn's Cash Contribution Summary & the Macau Reimbursement Amount
WYNN000651- WYNN000654	4/2002			Various spreadsheets related to Valvino Lamore Capital Contributions in April 2002
WYNN000655	4/22/2002			Action of the Managing Member of Valvino Lamore

Bates Nos.	Date	To	From	Description
WYNN000656- WYNN000664	4/22/2002			<i>Closing Memorandum Re: Third Amendment to the Amended and Restated Operating Agreement</i>
WYNN000665	4/22/2002			<i>Chart of Valvino Lamore Increased Partner Capital</i>
WYNN000666	4/22/2002	John Strzemp; Marc H. Rubinstein, Esq.; Scott Peterson	Cindy Mitchum	<i>Inter-office Correspondence Re: Incoming Funds</i>
WYNN000667	4/22/2002	Monica Schaefer, Esq.; Scott Peterson; Debbie Zinni; LeAnn Cutler; Marc H. Rubinstein, Esq.	Cindy Mitchum	<i>Inter-office Correspondence Re: Transfer of Funds for Valvino Lamore, LLC</i>
WYNN000668	4/22/2002	Cindy Mitchum	Dolores A. Rippo	<i>Email Re: Valvino Lamore domestic wire</i>
WYNN000669	4/22/2002	Monica Schaefer, Esq.	Cindy Mitchum	<i>Inter-office Correspondence Re: Transfer of Funds Stephen A. Wynn</i>
WYNN000670	4/22/2002	Cindy Mitchum	Jane H. Standish	<i>Email Re: Transfer for Steve Wynn</i>
WYNN000671	4/22/2002	Cindy Mitchum	Dolores A. Rippo	<i>Email Re: Valvino Lamore domestic wire</i>
WYNN000672	4/22/2002	Monica Schaefer, Esq.; Scott Peterson; Debbie Zinni; LeAnn Cutler; Marc H. Rubinstein, Esq.	Cindy Mitchum	<i>Inter-office Correspondence Re: Transfer of Funds for Valvino Lamore, LLC</i>
WYNN000673	4/22/2002	Cindy Mitchum	Dolores A. Rippo	<i>Email Re: Valvino Lamore domestic wire</i>
WYNN000674	4/22/2002	Monica Schaefer, Esq.; Scott Peterson; Debbie Zinni; LeAnn Cutler; Marc H. Rubinstein, Esq.	Cindy Mitchum	<i>Inter-office Correspondence Re: Transfer of Funds for Valvino Lamore, LLC</i>
WYNN000675	4/22/2002	Cindy Mitchum	Dolores A. Rippo	<i>Email Re: Valvino Lamore domestic wire</i>

Bates Nos.	Date	To	From	Description
WYNN000676	4/23/2002			Chart of Valvino Lamore History of Capital Contributions
WYNN000677- WYNN000680	5/30/2002			Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC
WYNN000681	6/17/2002			Action of the Managing Member of Valvino Lamore
WYNN000682- WYNN000686	6/17/2002			Action of the Managing Member of Valvino Lamore
WYNN000687	6/17/2002			Assignment of \$22,192,533 from Valvino Lamore to Wynn Group Asia, Inc.
WYNN000688- WYNN000709	8/22/2002	Mac Sugita	John Strzemp	Letter Re: Valvino Lamore consolidated financial statements with handwritten notes
WYNN000710	9/24/2002			Chart of Valvino Lamore, LLC Capital Account Walkforward
WYNN000711- WYNN000713	10/25/2002			S-1/A, describing investments and capital contributions
WYNN000714- WYNN000748	Various			Outgoing wire transfers from 2000 through 2002 of expenditures over \$10,000.
WYNN000749- WYNN000750				Memorandum of Understanding
WYNN000751- WYNN000757	6/13/2002			Buy-Sell Agreement between Stephen A. Wynn, Kazuo Okada, Aruze USA, Inc., and Aruze Corp.
WYNN000758- WYNN000768	9/10/2002			Amended and Restated Articles of Incorporated of Wynn Resorts, Limited
WYNN000769- WYNN000770	9/10/2002			Restated Articles of Wynn Resorts, Limited
WYNN000771- WYNN000772	9/24/2002			Wynn Resorts, Limited Common Stock Certificate No. 3 – Aruze, USA, Inc.
WYNN000773- WYNN000776	6/10/2002			Assignment of Membership Interest between Aruze USA, Inc. and Wynn Resorts, Limited
WYNN000777- WYNN000781	3/24/2005			Orders of Registration, In the Matter of Wynn Resorts, Limited and Wynn Las Vegas, LLC, previously pending before the Nevada Gaming Commission and the State Gaming Control Board

Bates Nos.	Date	To	From	Description
WYNN000782- WYNN000799	1/06/2010			Amended and Restated Stockholders Agreement
WYNN000800- WYNN000814	7/29/2010			Amended and Restated Gaming Compliance Program of Wynn Resorts, Limited
WYNN000815- WYNN000819	1/27/2011			Second Revised Orders of Registration, In the Matter of Wynn Resorts, Limited and Wynn Las Vegas, LLC, previously pending before the Nevada Gaming Commission and the State Gaming Control Board
WYNN000820- WYNN000828	11/1/2011			Corporate Governance – Code of Business Conduct and Ethics
WYNN000829	2/18/2012	Kazuo Okada	Stephen A. Wynn	Redemption Notice (without enclosures)
WYNN000830- WYNN000833	2/18/2012	Aruze USA, Inc.	Wynn Resorts, Limited	Redemption Price Promissory Note
WYNN000834- WYNN000838	8/23/2012			Third Revised Orders of Registration, In the Matter of Wynn Resorts, Limited and Wynn Las Vegas, LLC, previously pending before the Nevada Gaming Commission and the State Gaming Control Board
WYNN000839	3/26/2003			<i>Wynn Resorts, Limited Policy Regarding Payments to Foreign Officials</i>
WYNN000840- WYNN000852	5/04/2004			Wynn Resorts, Limited Code of Business Conduct and Ethics
WYNN000853- WYNN000866	3/6/2009			Wynn Resorts, Limited Code of Business Conduct and Ethics
WYNN000867- WYNN000870	7/13/2009			Waiver and Consent between Stephen A. Wynn, Baron Investment Funds Trust, and Aruze USA, Inc.
WYNN000871- WYNN000872	8/13/2009			Waiver and Consent between Stephen A. Wynn and Aruze USA, Inc.

Bates Nos.	Date	To	From	Description
WYNN000873	4/14/2010			Release of common stock of Wynn Resorts, Limited
WYNN000874- WYNN000877	4/16/2012	Stephen A. Wynn, Elaine P. Wynn	Kazuo Okada	Letter regarding Stockholders Agreement
WYNN000878	11/26/2010			Waiver and Consent between Stephen A. Wynn, Elaine P. Wynn and Aruze USA, Inc.
WYNN000879- WYNN000883	12/15/2010			Waiver and Consent between Stephen A. Wynn, Elaine P. Wynn and Aruze USA, Inc.
WYNN000884	1/06/2010			Joinder regarding Amended and Restated Stockholders Agreement
WYNN000885- WYNN001253	9/30/2009			Wynn Macau, Limited Global Offering
WYNN001254- WYNN001255	11/08/2006			Amendment to Stockholders Agreement between Stephen A. Wynn and Aruze USA, Inc.
WYNN001256- WYNN001276	1/6/2010			Amended and Restated Stockholders Agreement between Stephen A. Wynn and Aruze USA, Inc.
WYNN001277- WYNN001311	1/2011			2011 – Directors' and Officers' Questionnaire (Kazuo Okada)
WYNN001312- WYNN001345	2011			2011 – Directors' and Officers' Questionnaire and Distribution List
WYNN001346- WYNN001395	2012			2012 – Directors' and Officers' Questionnaire and Distribution List
WYNN001396- WYNN001401	2/24/2011			Minutes of a Meeting of the Board of Directors of Wynn Resorts, Limited
WYNN001402- WYNN001404	7/28/2011			Minutes of a Meeting of the Board of Directors of Wynn Resorts, Limited
WYNN001405- WYNN001415	8/29/2011			Board of Directors signed Acknowledgment Forms for receipt of policies
WYNN001416	10/31/2011			Board of Directors attendee list for FCPA training
WYNN001417- WYNN001419	10/12/2011	Robert D. Faiss, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada

Bates Nos.	Date	To	From	Description
WYNN001420- WYNN001421	10/24/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001422- WYNN001423	10/25/2011	Gidon M. Caine, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada
WYNN001424	11/1/2011	Wynn Resorts, Limited Board of Directors	Kazuo Okada	Letter regarding activities of Kazuo Okada
WYNN001425- WYNN001426	11/2/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001427- WYNN001428	11/3/2011	Gidon M. Caine, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada
WYNN001429- WYNN001435	11/9/2011	Gidon M. Caine, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada
WYNN001436- WYNN001437	12/1/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001438- WYNN001439	12/15/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001440- WYNN001445	2/24/2012	Kazuo Okada	Wynn Macau, Limited Board of Directors	Notice of removal
WYNN001446	2/24/2012	Kazuo Okada	Wynn Macau, Limited	Notice of termination as a non-executive director
WYNN001447- WYNN001467	1/11/2012			Kazuo Okada's Petition for a Writ of Mandamus, Case No. A-12-654522-B
WYNN001468- WYNN001477	2/2/2012			Respondent Wynn Resorts, Limited's Verified Answer to Petition for a Writ of Mandamus
WYNN001478- WYNN001504	5/25/2012			Kazuo Okada's First Amended Petition for a Writ of Mandamus
WYNN001505- WYNN001514	5/30/2012			Respondent Wynn Resorts, Limited's Verified Answer to First Amended Petition for a Writ of Mandamus
WYNN001515- WYNN001539	3/17/2009			Wynn Resorts, Limited Prospectus
WYNN001540- WYNN001586				Frech Sporkin & Sullivan Report

The Wynn Parties also disclose any and all documents identified and/or disclosed by any other party to this action.

The Wynn Parties reserve the right to amend and/or supplement this list of documents as discovery continues.

1 **C. DAMAGES COMPUTATION**

2 Wynn Resorts is seeking declaratory relief, as well as monetary damages in the form of
3 compensatory and special damages, as well as disgorgement of any and all profits, in a total
4 amount to be proven at trial but, in any event, over \$10,000.00. In addition, Wynn Resorts is
5 seeking punitive damages as Defendants' acts were oppressive, fraudulent, malicious, and done
6 with a conscious disregard for the harm to Wynn Resorts. Wynn Resorts is also seeking to recover
7 its attorney's fees and costs incurred in prosecuting this matter. Wynn Resorts will supplement this
8 information concerning its damages as discovery proceeds.

9 **D. INSURANCE AGREEMENTS**

10 Following the entry of a confidentiality agreement and protective order, the Wynn Parties
11 will make available for inspection any insurance agreements that fall under NRCP16.1(a)(1)(D).

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1 The Wynn Parties reserve the right to supplement this disclosure to add additional
2 documents and/or name(s) of person(s) who may have relevant information, including expert
3 witnesses, as discovery continues.

4 DATED this 30th day of November, 2012.

5 PISANELLI BICE PLLC

6

7

By: /s/ Debra L. Spinelli
James J. Pisanelli, Esq., Bar No. 4027
Todd L. Bice, Esq., Bar No. 4534
Debra L. Spinelli, Esq., Bar No. 9695
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169

10

and

11

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

12

13

14

15

and

16

Robert L. Shapiro, Esq. (*pro hac vice pending*)
GLASER WEIL FINK JACOBS HOWARD
AVCHEN & SHAPIRO, LLP
10250 Constellation Boulevard, 19th Floor
Los Angeles, California 90067

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18

19

Attorneys for Wynn Resorts, Limited, Linda Chen,
Russell Goldsmith, Ray R. Irani, Robert J. Miller,
John A. Moran, Marc D. Schorr, Alvin V.
Shoemaker, Kimmarie Sinatra, D. Boone Wayson,
and Allan Zeman

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 30th day of November, 2012, I caused to be electronically served through the Court's e-service/e-filing system true and correct copies of the foregoing THE WYNN PARTIES' INITIAL DISCLOSURES PURSUANT TO NRCP 16.1 properly addressed to the following:

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
CAMPBELL & WILLIAMS
700 South Seventh Street
Las Vegas, NV 89101

Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
Charles H. McCrea, Esq.
LIONEL SAWYER & COLLINS
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Las Vegas, NV 89101

Ronald L. Olson, Esq.
Mark B. Helm, Esq.
Jeffrey Y. Wu, Esq.
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Los Angeles, CA 90071

William R. Urga, Esq., Bar # 1195
Martin A. Little, Esq., Bar # 7067
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3800 Howard Hughes Parkway, 16th Floor
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Howard M. Privette, Esq.
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515 South Flower Street, 25th Floor
Los Angeles, CA 90071

/s/ Debra L. Spinelli
An Employee of PISANELLI BICE PLLC

EXHIBIT 3

1 **DDW**

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2 JJP@pisanellibice.com

Todd L. Bice, Esq., Bar No. 4534

3 TLB@pisanellibice.com

Debra L. Spinelli, Esq., Bar No. 9695

4 DLS@pisanellibice.com

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5 3883 Howard Hughes Parkway, Suite 800

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7 Paul K. Rowe, Esq. (*pro hac vice admitted*)

8 pkrowe@wlrk.com

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11 Telephone: 212.403.1000

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14 10250 Constellation Boulevard, 19th Floor

Los Angeles, California 90067

15 Telephone: 310.553.3000

16 Attorneys for Wynn Resorts, Limited, Linda Chen,

Russell Goldsmith, Ray R. Irani, Robert J. Miller,

17 John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,

Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

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**
USA, INC., a Nevada corporation, and
25 **UNIVERSAL ENTERTAINMENT CORP.,**
a Japanese corporation,

26 **Defendants.**

27 **AND ALL RELATED CLAIMS**
28

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' FIRST
SUPPLEMENTAL DISCLOSURES
PURSUANT TO
NRCp 16.1**

Pursuant to Rule 16.1 of the Nevada Rules of Civil Procedure, Plaintiff-Counter-defendant Wynn Resorts, Limited ("Wynn Resorts") and Counter-defendants Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman (collectively, the "Wynn Parties"), by and through their undersigned counsel of record, hereby submit their first supplemental list of witnesses who may have information discoverable and/or documents discoverable under Rule 26(b) in bold text below:

A. LIST OF WITNESSES

1. Kazuo Okada
c/o Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
Charles H. McCrea, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101
Tel.: (702) 383-8888
Fax: (702) 383-8845

Mr. Okada is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his conduct related to his business interests and activities in the Philippines; payments to, on behalf of, and/or for the benefit of foreign gaming officials; and his role, responsibilities, and duties to Wynn Resorts.

2. 30(b)(6) Aruze USA, Inc.
c/o Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
Charles H. McCrea, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101
Tel.: (702) 383-8888
Fax: (702) 383-8845

The NRCP 30(b)(6) designee(s) for Aruze USA, Inc. is/are likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, business interests and activities in the Philippines; and payments to, on behalf of, and/or for the benefit of foreign gaming officials.

- 1 3. 30(b)(6) Universal Entertainment Corporation
2 c/o Samuel S. Lionel, Esq.
3 Paul R. Hejmanowski, Esq.
4 Charles H. McCrea, Esq.
5 LIONEL SAWYER & COLLINS
 300 South Fourth Street, Suite 1700
 Las Vegas, NV 89101
 Tel.: (702) 383-8888
 Fax: (702) 383-8845

6 The NRCP 30(b)(6) designee(s) for Universal Entertainment Corporation is/are likely to
7 have discoverable information related to the facts and circumstances concerning this action,
8 including, but not limited to, business interests and activities in the Philippines; and payments to,
9 on behalf of, and/or for the benefit of foreign gaming officials.

- 10 4. Employee of Aruze USA, Inc.
11 Specifically: the individual responsible for monitoring capital contributions
12 c/o Samuel S. Lionel, Esq.
13 Paul R. Hejmanowski, Esq.
14 Charles H. McCrea, Esq.
 LIONEL SAWYER & COLLINS
 300 South Fourth Street, Suite 1700
 Las Vegas, NV 89101
 Tel.: (702) 383-8888
 Fax: (702) 383-8845

15 The Aruze USA, Inc. employee is likely to have discoverable information related to the
16 facts and circumstances concerning this action, including, but not limited to, Aruze USA, Inc.'s
17 capital contributions to Valvino Lamore, LLC and Wynn Resorts, Limited.

- 18 5. Employee of Aruze USA, Inc.
19 Specifically: the individual primarily responsible for negotiating the Valvino
20 Lamore, LLC operating agreements
21 c/o Samuel S. Lionel, Esq.
22 Paul R. Hejmanowski, Esq.
23 Charles H. McCrea, Esq.
 LIONEL SAWYER & COLLINS
 300 South Fourth Street, Suite 1700
 Las Vegas, NV 89101
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 Fax: (702) 383-8845

24 The Aruze USA, Inc. employee is likely to have discoverable information related to the
25 facts and circumstances concerning this action, including, but not limited to, the negotiation of the
26 Valvino Lamore, LLC operating agreements.
27
28

- 1 6. Employee of Aruze USA, Inc.
2 Specifically: the individual primarily responsible for negotiating the 2002
3 stockholders agreement
4 c/o Samuel S. Lionel, Esq.
5 Paul R. Hejmanowski, Esq.
6 Charles H. McCrea, Esq.
7 LIONEL SAWYER & COLLINS
8 300 South Fourth Street, Suite 1700
9 Las Vegas, NV 89101
10 Tel.: (702) 383-8888
11 Fax: (702) 383-8845

12 The Aruze USA, Inc. employee is likely to have discoverable information related to the
13 facts and circumstances concerning this action, including, but not limited to, the negotiation of the
14 2002 stockholders agreement.

- 15 7. Employee of Aruze USA, Inc.
16 Specifically: the individual primarily responsible for negotiating the contribution
17 agreement
18 c/o Samuel S. Lionel, Esq.
19 Paul R. Hejmanowski, Esq.
20 Charles H. McCrea, Esq.
21 LIONEL SAWYER & COLLINS
22 300 South Fourth Street, Suite 1700
23 Las Vegas, NV 89101
24 Tel.: (702) 383-8888
25 Fax: (702) 383-8845

26 The Aruze USA, Inc. employee is likely to have discoverable information related to the
27 facts and circumstances concerning this action, including, but not limited to, the negotiation of the
28 contribution agreement.

- 29 8. Employee of Universal Entertainment Corporation.
30 Specifically: the individual responsible for creation of and deposits into city ledger
31 account
32 c/o Samuel S. Lionel, Esq.
33 Paul R. Hejmanowski, Esq.
34 Charles H. McCrea, Esq.
35 LIONEL SAWYER & COLLINS
36 300 South Fourth Street, Suite 1700
37 Las Vegas, NV 89101
38 Tel.: (702) 383-8888
39 Fax: (702) 383-8845

40 The Universal Entertainment Corporation employee is likely to have discoverable
41 information related to the facts and circumstances concerning this action, including, but not

1 limited to, the decision to create a city ledger account with Wynn Resorts and managing the
2 deposits into same.

- 3 9. Employee of Universal Entertainment Corporation.
4 Specifically: the individual responsible for communications with PAGCOR
5 c/o Samuel S. Lionel, Esq.
6 Paul R. Hejmanowski, Esq.
7 Charles H. McCrea, Esq.
8 LIONEL SAWYER & COLLINS
9 300 South Fourth Street, Suite 1700
10 Las Vegas, NV 89101
11 Tel.: (702) 383-8888
12 Fax: (702) 383-8845

13 The Universal Entertainment Corporation employee is likely to have discoverable
14 information related to the facts and circumstances concerning this action, including, but not
15 limited to, communications with PAGCOR related to efforts to obtain a gaming license in the
16 Philippines.

- 17 10. Shinobu Noda.
18 Universal Entertainment Corp. and/or Aruze A, Inc.
19 c/o Samuel S. Lionel, Esq.
20 Paul R. Hejmanowski, Esq.
21 Charles H. McCrea, Esq.
22 LIONEL SAWYER & COLLINS
23 300 South Fourth Street, Suite 1700
24 Las Vegas, NV 89101
25 Tel.: (702) 383-8888
26 Fax: (702) 383-8845

27 The Universal Entertainment Corporation employee is likely to have discoverable
28 information related to the facts and circumstances concerning this action, including, but not
limited to, her communications with and/or instructions from Mr. Okada and/or other executives,
employee, and/or agents of Mr. Okada, Are USA, Inc., and/or Universal Entertainment
Corporation, and communications with Wynn Resorts (including, but not limited to, Board
trainings, policies, and acknowledgements).

11. Linda Chen
Director, Wynn Resorts, Limited
Chief Operating Officer, Wynn Macau, Ltd.
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Ms. Chen is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, her service as a member of the Wynn Resorts Board of Directors and the business judgment she and her fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

12. Russell Goldsmith
Director, Wynn Resorts, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Goldsmith is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

13. Ray R. Irani
Director, Wynn Resorts, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Irani is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

1 14. Governor Robert J. Miller
2 Director, Wynn Resorts, Limited
3 c/o James J. Pisanelli, Esq.
4 PISANELLI BICE PLLC
5 3883 Howard Hughes Parkway, Suite 800
6 Las Vegas, Nevada 89169
7 Tel.: (702) 214-2100
8 Fax: (702) 214-2101

9 Governor Miller is likely to have discoverable information related to the facts and
10 circumstances concerning this action, including, but not limited to, his service as a member of the
11 Wynn Resorts Board of Directors; the business judgment he and his fellow directors exercised
12 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation; and his role as
13 Chairman of the Wynn Resorts Compliance Committee.

14 15. John A. Moran
15 Director, Wynn Resorts, Limited
16 c/o James J. Pisanelli, Esq.
17 PISANELLI BICE PLLC
18 3883 Howard Hughes Parkway, Suite 800
19 Las Vegas, Nevada 89169
20 Tel.: (702) 214-2100
21 Fax: (702) 214-2101

22 Mr. Moran is likely to have discoverable information related to the facts and
23 circumstances concerning this action, including, but not limited to, his service as a member of the
24 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
25 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

26 16. Marc D. Schorr
27 Director & Chief Executive Officer, Wynn Resorts, Limited
28 Director, Wynn Macau, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Schorr is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, is likely to have discoverable
information related to the facts and circumstances concerning this action, including, but not
limited to, his service as a member of the Wynn Resorts Board of Directors; the business

1 judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and
2 Universal Entertainment Corporation; his role on the Wynn Resorts Compliance Committee; and
3 his service as a member of the Wynn Macau, Ltd. Board of Directors.

4 17. Alvin V. Shoemaker
5 Director, Wynn Resorts, Limited
6 c/o James J. Pisanelli, Esq.
7 PISANELLI BICE PLLC
8 3883 Howard Hughes Parkway, Suite 800
9 Las Vegas, Nevada 89169
10 Tel.: (702) 214-2100
11 Fax: (702) 214-2101

12 Mr. Shoemaker is likely to have discoverable information related to the facts and
13 circumstances concerning this action, including, but not limited to, his service as a member of the
14 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
15 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

16 18. D. Boone Wayson
17 Director, Wynn Resorts, Limited
18 c/o James J. Pisanelli, Esq.
19 PISANELLI BICE PLLC
20 3883 Howard Hughes Parkway, Suite 800
21 Las Vegas, Nevada 89169
22 Tel.: (702) 214-2100
23 Fax: (702) 214-2101

24 Mr. Wayson is likely to have discoverable information related to the facts and
25 circumstances concerning this action, including, but not limited to, his service as a member of the
26 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
27 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

28 19. Allan Zeman
Director, Wynn Resorts, Limited
Director, Wynn Macau, Ltd.
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Zeman is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, is likely to have discoverable

1 information related to the facts and circumstances concerning this action, including, but not
2 limited to, his service as a member of the Wynn Resorts Board of Directors; the business
3 judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and
4 Universal Entertainment Corporation; and his service as a member of the Wynn Macau, Ltd.
5 Board of Directors.

6 20. Stephen A. Wynn
7 Chairman & Chief Executive Officer, Wynn Resorts, Limited
8 Chairman & Chief Executive Officer, Wynn Macau, Ltd.
9 c/o Donald J. Campbell, Esq.
10 J. Colby Williams, Esq.
11 Campbell & Williams
12 700 South Seventh Street
13 Las Vegas, Nevada 89101
14 Tel.: (702) 382-5222
15 Fax: (702) 382-0540

16 Mr. Wynn is likely to have discoverable information related to the facts and circumstances
17 concerning this action, including, but not limited to, his history with Mr. Okada; his service as
18 Chairman of the Wynn Resorts and Wynn Macau, Ltd. Boards of Directors; the business
19 judgment he and his fellow WRL directors exercised related to Mr. Okada, Aruze USA, Inc., and
20 Universal Entertainment Corporation; and the allegations Aruze USA, Inc. and Universal
21 Entertainment Corporation have asserted against him in their Second Amended Counterclaim.

22 21. Elaine P. Wynn
23 Director, Wynn Resorts, Limited
24 c/o William R. Urga, Esq.
25 Martin A. Little, Esq.
26 JOLLY URG WIRTH WOODBURY & STANDISH
27 3800 Howard Hughes Parkway, 16th Floor
28 Las Vegas, Nevada 89169
 Tel.: (702) 699-7500
 Fax: (702) 699-7555

Ms. Wynn is likely to have discoverable information related to the facts and circumstances
concerning this action, including, but not limited to, her service as a member of the Wynn Resorts
Board of Directors; and the business judgment she and her fellow directors exercised related to
Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

1 22. Kimmarie Sinatra
2 Executive Vice President, General Counsel
3 Wynn Resorts, Limited
4 c/o James J. Pisanelli, Esq.
5 PISANELLI BICE PLLC
6 3883 Howard Hughes Parkway, Suite 800
7 Las Vegas, Nevada 89169
8 Tel.: (702) 214-2100
9 Fax: (702) 214-2101

10 Ms. Sinatra is likely to have discoverable information related to the facts and
11 circumstances concerning this action, including, but not limited to, the allegations Aruze USA,
12 Inc. and Universal Entertainment Corporation have asserted against her in their Second Amended
13 Counterclaim; and her communications with Mr. Okada, Aruze USA, Inc., Universal
14 Entertainment Corporation, and/or his/their agents.

15 23. John Strzemp
16 Executive Vice President & Chief Administrative Officer, Wynn Resorts, Limited
17 Formerly Chief Financial Officer, Valvino Lamore LLC
18 c/o James J. Pisanelli, Esq.
19 PISANELLI BICE PLLC
20 3883 Howard Hughes Parkway, Suite 800
21 Las Vegas, Nevada 89169
22 Tel.: (702) 214-2100
23 Fax: (702) 214-2101

24 Mr. Strzemp is likely to have discoverable information related to the facts and
25 circumstances concerning this action, including, but not limited to, his role on the Wynn Resorts
26 Compliance Committee; various matters related to the transition from Valvino Lamore LLC to
27 Wynn Resorts; and communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
28 Corporation, and/or his/their agents.

29 24. Matt Maddox
30 Chief Financial Officer, Wynn Resorts, Limited
31 c/o James J. Pisanelli, Esq.
32 PISANELLI BICE PLLC
33 3883 Howard Hughes Parkway, Suite 800
34 Las Vegas, Nevada 89169
35 Tel.: (702) 214-2100
36 Fax: (702) 214-2101

37 Mr. Maddox is likely to have discoverable information related to the facts and
38 circumstances concerning this action, including, but not limited to, the allegations in
39 Paragraphs 40 and 80 of Aruze USA, Inc. and Universal Entertainment Corporation's Second

1 Amended Counterclaim; and Wynn Resorts' filings with the Securities and Exchange
2 Commission.

3 25. Scott Peterson
4 Senior Vice President & Chief Financial Officer, Wynn Las Vegas
5 Formerly Vice President of Finance, Valvino Lamore, LLC
6 c/o James J. Pisanelli, Esq.
7 PISANELLI BICE PLLC
8 3883 Howard Hughes Parkway, Suite 800
9 Las Vegas, Nevada 89169
10 Tel.: (702) 214-2100
11 Fax: (702) 214-2101

12 Mr. Peterson is likely to have discoverable information related to the facts and
13 circumstances concerning this action, including, but not limited to, various matters related to the
14 transition from Valvino Lamore LLC to Wynn Resorts; and communications with Mr. Okada,
15 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents.

16 26. Kevin Tourek
17 Senior Vice President & General Counsel, Wynn Las Vegas
18 c/o James J. Pisanelli, Esq.
19 PISANELLI BICE PLLC
20 3883 Howard Hughes Parkway, Suite 800
21 Las Vegas, Nevada 89169
22 Tel.: (702) 214-2100
23 Fax: (702) 214-2101

24 Mr. Tourek is likely to have discoverable information related to the facts and
25 circumstances concerning this action, including, but not limited to, his interaction with
26 Mr. Okada, Aruze USA, Universal Entertainment Corporation, and/or his/their agents; and his
27 role on the Wynn Resorts Compliance Committee.

28 27. Ian Coughlan
Director & President, Wynn Macau, Ltd.
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
Tel.: (702) 214-2100
Fax: (702) 214-2101

Mr. Coughlan is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, his service as a member of the

1 Wynn Macau, Ltd. Board of Directors, and its decision to make a donation to the University of
2 Macau Development Foundation.

3 28. The Honorable Louis J. Freeh
4 Pepper Hamilton LLP
5 620 Eighth Avenue, 37th Floor
6 New York, NY 10018-1405
7 Tel.: (212) 808-2700
8 Fax: (212) 286-9806

9 Judge Freeh is likely to have discoverable information related to the facts and
10 circumstances concerning this action, including, but not limited to, the facts learned as a result of
11 Freeh Sporkin & Sullivan's investigation into the activities of Mr. Okada, Aruze USA, and
12 Universal Entertainment Corporation.

13 29. Joel M. Friedman, Esq.
14 Pepper Hamilton LLP
15 3000 Two Logan Square
16 Eighteenth and Arch Streets
17 Philadelphia, Pennsylvania 19103-2799
18 Tel.: (215) 981-4007
19 Fax: (215) 981-4750

20 Mr. Friedman is likely to have discoverable information related to the facts and
21 circumstances concerning this action, including, but not limited to, the facts learned as a result of
22 Freeh Sporkin & Sullivan's investigation into the activities of Mr. Okada, Aruze USA, and
23 Universal Entertainment Corporation.

24 30. Duff & Phelps, LLC.
25 10100 Santa Monica Boulevard
26 Suite 1100
27 Los Angeles, CA 90067
28 Tel.: (310) 284-8008

The NRCP 30(b)(6) designee(s) for Duff & Phelps, LLC is/are likely to have discoverable
information related to the facts and circumstances of this action, including, but not limited to, the
redemption price for Aruze USA, Inc.'s shares in Wynn Resorts.

31. Moelis & Company
1999 Avenue of the Stars, Suite 1900
Los Angeles, CA 90067
Tel.: (310) 443-2300
Fax: (310) 443-8700

1 The NRCP 30(b)(6) designee(s) for Moelis & Company is/are likely to have discoverable
2 information related to the facts and circumstances of this action, including, but not limited to,
3 financial matters related to the redemption of Aruze USA, Inc.'s shares in Wynn Resorts.

4 32. Philippine Amusement and Gaming Corporation (PAGCOR)
5 1330 PAGCOR House
6 Roxas Boulevard
7 Ermita, Manila, Philippines 1000
8 Tel.:(63 2) 521-1542

9 The NRCP 30(b)(6) designee(s) for PAGCOR is/are likely to have discoverable
10 information related to the facts and circumstances of this action, including, but not limited to, its
11 interactions and communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
12 Corporation, and/or his/their agents related to their efforts to obtain a gaming license in the
13 Philippines.

14 33. Imelda Dimaporo
15 PAGCOR Board Member
16 Unknown at this time; will supplement

17 Ms. Dimaporo is likely to have discoverable information related to the facts and
18 circumstances of this action, including, but not limited to, her service as a member of PAGCOR's
19 Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
20 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; her travels to Macau
21 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts she may have received from
22 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
23 acting on his/their behalf.

24 34. Phillip Lo
25 PAGCOR Board Member
26 Unknown at this time; will supplement

27 Mr. Lo is likely to have discoverable information related to the facts and circumstances of
28 this action, including, but not limited to, his service as a member of PAGCOR's Board, his
communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze

1 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
2 behalf.

3 35. Manuel Roxas
4 PAGCOR Board Member
Unknown at this time; will supplement

5 Mr. Roxas is likely to have discoverable information related to the facts and circumstances
6 of this action, including, but not limited to, his service as a member of PAGCOR's Board, his
7 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
8 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
9 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze
10 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
11 behalf.

12 36. Susan Vargas
13 PAGCOR Board Member
Unknown at this time; will supplement

14 Ms. Vargas is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, her service as a member of PAGCOR's
16 Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
17 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; her travels to Macau
18 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts she may have received from
19 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
20 acting on his/their behalf.

21 37. Jose Tanjuatco
22 PAGCOR Board Member
Unknown at this time; will supplement

23 Mr. Tanjuatco is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
25 Board, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
26 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
27 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
28

1 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
2 acting on his/their behalf.

3 38. Rafael Francisco
4 PAGCOR, President and Chief Operating Officer
5 Unknown at this time; will supplement

6 Mr. Francisco is likely to have discoverable information related to the facts and
7 circumstances of this action, including, but not limited to, his service as PAGCOR's President and
8 COO, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
9 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
10 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
11 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
12 acting on his/their behalf.

13 39. Rene Figueroa
14 PAGCOR, Executive Vice President
15 Unknown at this time; will supplement

16 Mr. Figuero is likely to have discoverable information related to the facts and
17 circumstances of this action, including, but not limited to, his service as PAGCOR's Executive
18 Vice President, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
19 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
20 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
21 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
22 acting on his/their behalf.

23 40. Ernesto Francisco
24 PAGCOR, Executive Committee & Casino General Manager
25 Unknown at this time; will supplement

26 Mr. Francisco is likely to have discoverable information related to the facts and
27 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
28 Executive Committee, as well as Casino General Manager, his communications with Mr. Okada,
Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
on his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,

1 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
2 Corporation, and/or any affiliates or agents acting on his/their behalf.

3 41. Francis P. Hernando
4 PAGCOR, Vice President, Licensed Casino Development Department
Unknown at this time; will supplement

5 Mr. Hernando is likely to have discoverable information related to the facts and
6 circumstances of this action, including, but not limited to, his service as PAGCOR's Vice
7 President, Licensed Casino Development Department, his communications with Mr. Okada,
8 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
9 on his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
10 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
11 Corporation, and/or any affiliates or agents acting on his/their behalf.

12 42. Ed de Guzman
13 PAGCOR, Executive Committee & Vice President of Slots
Unknown at this time; will supplement

14 Mr. Guzman is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
16 Executive Committee, as well as Vice President of Slots, his communications with Mr. Okada,
17 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
18 on his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
19 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
20 Corporation, and/or any affiliates or agents acting on his/their behalf.

21 43. Gabriel Guzman
22 PAGCOR, Executive Committee & Vice President of Slots
Unknown at this time; will supplement

23 Mr./Ms. Guzman is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his/her relationship to Ed de Guzman,
25 his/her travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he
26 may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
27 and/or any affiliates or agents acting on his/their behalf.

1 44. Edward King
2 PAGCOR, Vice President of Corporate Communications
 Unknown at this time; will supplement

3 Mr. King is likely to have discoverable information related to the facts and circumstances
4 of this action, including, but not limited to, his service as PAGCOR's Vice President of Corporate
5 Communications, his communications with Mr. Okada, Aruze USA, Inc., Universal
6 Entertainment Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his
7 travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may
8 have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
9 any affiliates or agents acting on his/their behalf.

10 45. Carlos Bautista
11 PAGCOR, Legal Department
 Unknown at this time; will supplement

12 Mr. Bautista is likely to have discoverable information related to the facts and
13 circumstances of this action, including, but not limited to, his service with PAGCOR, his
14 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc.,
15 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
16 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze
17 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
18 behalf.

19 46. Emelio Marcello
20 PAGCOR consultant
 Unknown at this time; will supplement

21 Mr. Marcello is likely to have discoverable information related to the facts and
22 circumstances of this action, including, but not limited to, his service as a consultant to PAGCOR,
23 his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
24 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
25 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
26 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
27 acting on his/their behalf.

- 1 47. Mario Cornista
2 PAGCOR consultant
3 Unknown at this time; will supplement

4 Mr. Cornista is likely to have discoverable information related to the facts and
5 circumstances of this action, including, but not limited to, his service as a consultant to PAGCOR,
6 his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
7 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his travels to Macau
8 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
9 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
10 acting on his/their behalf.

- 11 48. Jeffrey Opinion
12 Member of Naguiat's party
13 Unknown at this time; will supplement

14 Mr. Opinion is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, his communications with Mr. Okada,
16 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
17 on his/their behalf; his communications with Cristiano Naguiat, his travels to Macau and/or
18 Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
19 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
20 acting on his/their behalf.

- 21 49. Tiger Resort Leisure & Entertainment Inc.
22 c/o Samuel S. Lionel, Esq.
23 Paul R. Hejmanowski, Esq.
24 Charles H. McCrea, Esq.
25 LIONEL SAWYER & COLLINS
26 300 South Fourth Street, Suite 1700
27 Las Vegas, NV 89101
28 Tel.: (702) 383-8888
 Fax: (702) 383-8845

 The NRCP 30(b)(6) designee(s) for Tiger Resort Leisure & Entertainment Inc. is/are
likely to have discoverable information related to the facts and circumstances of this action,
including, but not limited to, its relationship to Universal Entertainment Corporation, the gaming
license it holds to operate in PAGCOR's Entertainment City in Manila, Philippines, and any and
all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,

1 and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
2 license in the Philippines.

3 50. Okada Holdings, LLC
4 43 Calvados
5 Newport Coast, CA 92657-1051
6 -or-
7 Asset Exchange Strategies, LLC (Registered Agent)
8 2407 S. Bagdad Rd., Leander, TX 78641

9 The NRCP 30(b)(6) designee(s) for Okada Holdings, LLC is/are likely to have
10 discoverable information related to the facts and circumstances of this action, including, but not
11 limited to, any and all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal
12 Entertainment Corporation, and/or his/their agents related to Universal Entertainment
13 Corporation's efforts to obtain a gaming license in the Philippines.

14 51. Eagle Landholdings, Inc. ("EAGLE I")
15 Unknown at this time; will supplement

16 The NRCP 30(b)(6) designee(s) for Eagle I is/are likely to have discoverable information
17 related to the facts and circumstances of this action, including, but not limited to, its relationship
18 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
19 his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
20 license in the Philippines, the identity of its shareholders, directors, and officers, their relationship
21 to any and all Philippine government/gaming officials (former and current), and any and all
22 transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
23 and/or his/their agents to the Philippine government and/or Philippines gaming officials.

24 52. Eagle Holdco Inc. ("EAGLE II")
25 Unknown at this time; will supplement

26 The NRCP 30(b)(6) designee(s) for Eagle II is/are likely to have discoverable information
27 related to the facts and circumstances of this action, including, but not limited to, its relationship
28 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
license in the Philippines, the identity of its shareholders, directors, and officers, their relationship

1 to any and all Philippine government/gaming officials (former and current), any and all transfers
2 of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their
3 agents to the Philippine government and/or Philippines gaming officials.

4 53. Platinum Gaming and Entertainment Corp.
5 Unknown at this time; will supplement

6 The NRCP 30(b)(6) designee(s) for Platinum Gaming and Entertainment Corp. is/are
7 likely to have discoverable information related to the facts and circumstances of this action,
8 including, but not limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc.,
9 Universal Entertainment Corporation, and/or his/their agents related to Universal Entertainment
10 Corporation's efforts to obtain a gaming license in the Philippines, the identity of its shareholders,
11 directors, and officers, their relationship to any and all Philippine government/gaming officials
12 (former and current), any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
13 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
14 Philippines gaming officials.

15 54. Molly Investments Cooperative UA ("Molly")
16 Unknown at this time; will supplement

17 The NRCP 30(b)(6) designee(s) for Molly is/are likely to have discoverable information
18 related to the facts and circumstances of this action, including, but not limited to, its relationship
19 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Eagle I,
20 Eagle II, and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain
21 a gaming license in the Philippines, the identity of its shareholders, directors, and officers, their
22 relationship to any and all Philippine government/gaming officials (former and current), any and
23 all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
24 and/or his/their agents to the Philippine government and/or Philippines gaming officials.

25 55. Ophiuchus Real Properties Corp.
26 Unknown at this time; will supplement

27 The NRCP 30(b)(6) designee(s) for Ophiuchus Real Properties Corp. is/are likely to have
28 discoverable information related to the facts and circumstances of this action, including, but not

1 limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc., Universal
2 Entertainment Corporation, Eagle I, Eagle II, and/or his/their agents related to Universal
3 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, the identity of
4 its shareholders, directors, and officers, their relationship to any and all Philippine
5 government/gaming officials (former and current), any and all transfers of funds from Mr. Okada,
6 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents to the Philippine
7 government and/or Philippines gaming officials.

8 56. SEAA Corp.
 Unknown at this time; will supplement

9
10 The NRCP 30(b)(6) designee(s) for SEAA Corp.is/are likely to have discoverable
11 information related to the facts and circumstances of this action, including, but not limited to, its
12 relationship to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
13 Eagle I, Eagle II, Ophiucus Real Properties Corp., and/or his/their agents related to Universal
14 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, the identity of
15 its shareholders, directors, and officers, their relationship to any and all Philippine
16 government/gaming officials (former and current), any and all transfers of funds from Mr. Okada,
17 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents to the Philippine
18 government and/or Philippines gaming officials.

19 57. Paulo Bombase
 Unknown at this time; will supplement

20
21 Mr. Bombase is likely to have discoverable information related to the facts and
22 circumstances of this action, including, but not limited to, his relationship to or with Eagle I and
23 Eagle II, his knowledge about, relationship to, and/or communications related to Universal
24 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, his former
25 position as PAGCOR consultant under former chairman Genuino, any and all payments received
26 by him or any entity that he owns, controls, or with which he is associated (including, but not
27 limited to, Future Fortune Ltd.) from Mr. Okada, Aruze USA, Inc., Universal Entertainment
28 Corporation, and/or any person or entity acting on his/their behalf.

1 58. Yoshiyuki Shoji
2 Unknown at this time; will supplement

3 Mr. Shioji is likely to have discoverable information related to the facts and circumstances
4 of this action, including, but not limited to, his former employment relationship with Aruze USA,
5 Inc. and/or Universal Entertainment Corporation, the services he provided, the acts he performed,
6 any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment
7 Corporation, and/or his/their agents to the Philippine government and/or Philippines gaming
8 officials; and Mr. Okada's knowledge, participation, and role.

9 59. Michiaki Tanaka
10 Unknown at this time; will supplement

11 Mr. Tanaka is likely to have discoverable information related to the facts and
12 circumstances of this action, including, but not limited to, his former employment relationship
13 with Aruze USA, Inc. and/or Universal Entertainment Corporation, the services he provided, the
14 acts he performed, any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
15 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
16 Philippines gaming officials; and Mr. Okada's knowledge, participation, and role.

17 60. Future Fortune Ltd.
18 Unknown at this time; will supplement

19 The NRCF 30(b)(6) designee(s) for Future Fortune Ltd. is/are likely to have discoverable
20 information related to the facts and circumstances of this action, including, but not limited to, any
21 and all payments received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
22 Corporation, and/or any person or entity acting on his/their behalf, and any and all payments
23 made for or on behalf of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
24 and/or any person or entity on his/their behalf.

25 61. Hong Kong Shanghai Banking Corporation ("HSBC")
26 Unknown at this time; will supplement

27 The NRCF 30(b)(6) designee(s) for HSBC is/are likely to have discoverable information
28 related to the facts and circumstances of this action, including, but not limited to, account records,

1 and deposits and payments transactions for Future Fortune Ltd., People's Technology Holding,
2 and/or Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or other person or
3 entity on his/their behalf.

4 62. People's Technology Holding Ltd.
5 Unknown at this time; will supplement

6 The NRCP 30(b)(6) designee(s) for People's Technology Holding Ltd. is/are likely to have
7 discoverable information related to the facts and circumstances of this action, including, but not
8 limited to, ownership history and management structure; any and all payments received from
9 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
10 any person or entity acting on his/their behalf; and the knowledge, participation, and role(s) of
11 Efraim Genuino and/or Rodolfo Soriano.

12 63. Subic Leisure and Management
13 Unknown at this time; will supplement
14 British Virgin islands

15 The NRCP 30(b)(6) designee(s) for People's Technology Holding Ltd. is/are likely to have
16 discoverable information related to the facts and circumstances of this action, including, but not
17 limited to, ownership history and management structure, any and all payments received from
18 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
19 any person or entity acting on his/their behalf.

20 64. Rodolfo V. Soriano
21 Unknown at this time; will supplement

22 Mr. Soriano is likely to have discoverable information related to the facts and
23 circumstances of this action, including, but not limited to, any and all payments, gifts, and/or
24 benefits received by him or any entity that he owns, controls, or with which he is associated
25 (including, but not limited to, Future Fortune Ltd., Ophiucus Real Properties Corp., Subic Leisure
26 and Management, People's Technology Holding from Mr. Okada, Aruze USA, Inc., Universal
27 Entertainment Corporation, and/or any person or entity acting on his/their behalf; his role as a
28 PAGCOR consultant; his relationship with Efraim Genuino; his travels to Las Vegas and/or

1 Macau, and his communications and interactions with Mr. Okada, Aruze USA, Inc., Universal
2 Entertainment, and/or his/their agents and/or affiliates.

3 65. Olivia Soriano
4 Unknown at this time; will supplement

5 Ms. Soriano is likely to have discoverable information related to the facts and
6 circumstances of this action, including, but not limited to, her relationship with Rodolfo Soriano,
7 her travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts she
8 may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
9 and/or any affiliates or agents acting on his/their behalf.

10 66. Rodolfo J. B. Bangsil
11 PAGCOR, Officer in Charge of Gaming Department
12 Unknown at this time; will supplement

13 Mr. Bangsil is likely to have discoverable information related to the facts and
14 circumstances of this action, including, but not limited to, his service as officer in charge of the
15 PAGCOR Gaming Department, his communications with Mr. Okada, Aruze USA, Inc., Universal
16 Entertainment Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; his
17 travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may
18 have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
19 any affiliates or agents acting on his/their behalf.

20 67. Suzanne Bangsil
21 Unknown at this time; will supplement

22 Ms. Bangsil is likely to have discoverable information related to the facts and
23 circumstances of this action, including, but not limited to, her communications with Mr. Okada,
24 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
25 on his/their behalf; her travels to Las Vegas and/or Macau, and/or any and all payments, benefits,
26 and/or gifts she may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
27 Corporation, and/or any affiliates or agents acting on his/their behalf.

28 68. Efraim Genuino (former PAGCOR chairman)
Unknown at this time; will supplement

1 Mr. Genuino is likely to have discoverable information related to the facts and
2 circumstances of this action, including, but not limited to, any and all payments and/or benefits
3 received by him or any person with which he is affiliated or any entity that he owns, controls, or
4 with which he is associated (including, but not limited to, Future Fortune Ltd.) from Mr. Okada,
5 Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity acting on
6 his/their behalf; his former role as PAGCOR chairman and its interactions with Universal
7 Entertainment Corporation related to the latter's efforts to obtain a Philippine gaming license.

8 69. Anthony F. Genuino
9 Mayor of Los Banos
Unknown at this time; will supplement

10 Mr. Genuino is likely to have discoverable information related to the facts and
11 circumstances of this action, including, but not limited to, his relationship with Efraim Genuino,
12 his travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may
13 have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
14 any affiliates or agents acting on his/their behalf.

15 70. Manuel M. Camacho
16 Unknown at this time; will supplement

17 Mr. Camacho is likely to have discoverable information related to the facts and
18 circumstances of this action, including, but not limited to, any and all payments received by him
19 or any entity that he owns, controls, or with which he is associated (including, but not limited to,
20 Future Fortune Ltd., Platinum Gaming and Entertainment Corp., Eagle I, and Eagle II) from
21 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity
22 acting on his/their behalf.; his role with Eagle II, his relationship with Efraim and/or Erwin
23 Genuino; and any information regarding Universal Entertainment Corporation's efforts to obtain a
24 gaming license in the Philippines.

25 71. Erwin Genuino
26 Unknown at this time; will supplement

1 Mr. Genuino is likely to have discoverable information related to the facts and
2 circumstances of this action, including, but not limited to, any and all payments received by him
3 or any entity that he owns, controls, or with which he is associated (including, but not limited to,
4 Future Fortune Ltd.) from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
5 and/or any person or entity acting on his/their behalf.

6 72. Mitsuo Hida
7 Unknown at this time; will supplement

8 Mr. Hida is likely to have discoverable information related to the facts and circumstances
9 of this action, including, but not limited to, his former employment as president of president of
10 Aruze USA, Inc.'s Japan branch; his former position as a director for Future Fortune Ltd.; the
11 services he provided and acts he performed for or on behalf of Mr. Okada, Aruze USA, Inc.,
12 Universal Entertainment Corporation, Future Fortune Ltd., and/or his/their agents; any and all
13 transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
14 and/or his/their agents to the Philippine government and/or Philippines gaming officials;
15 communications with the Philippines government and gaming officials related to Universal
16 Entertainment Corporation's efforts to obtain a gaming concession in the Philippines; and
17 Mr. Okada's knowledge, participation, and role.

18 73. Cristino Naguiat, Jr.
19 (current) Chairman, PAGCOR
20 1330 PAGCOR House
21 Roxas Boulevard
22 Ermita, Manila, Philippines 1000
23 Tel.:(63 2) 521-1542

24 Mr. Naguiat is likely to have discoverable information related to the facts and
25 circumstances of this action, including, but not limited to, any and all payments gifts, and/or
26 benefits received by him or any person with which he is affiliated or any entity that he owns,
27 controls, or with which he is from Mr. Okada, Aruze USA, Inc., Universal Entertainment
28 Corporation, and/or any person or entity acting on his/their behalf; his role as PAGCOR chairman
and its interactions with Universal Entertainment Corporation related to the latter's efforts to
obtain a Philippine gaming license.

1 74. Benigno Simeon Aquino, III
2 President, Republic of the Philippines
3 Office of the President of the Philippines
4 Presidential Communications Operations Office
5 3/F New Executive Building (NEB)
6 Malacañang Compound
7 op@president.gov.ph

8 President Aquino is likely to have discoverable information related to the facts and
9 circumstances of this action, including, but not limited to, is likely to have discoverable
10 information related to the facts and circumstances of this action, including, but not limited to, any
11 and all payments gifts, and/or benefits received by him or any person with which he is affiliated
12 or any entity that he owns, controls, or with which he is from Mr. Okada, Aruze USA, Inc.,
13 Universal Entertainment Corporation, and/or any person or entity acting on his/their behalf; his
14 interactions with Universal Entertainment Corporation related to the latter's efforts to obtain a
15 Philippine gaming license.

16 75. Jose Miguel Arroyo
17 Unknown at this time; will supplement

18 Mr. Arroyo is likely to have discoverable information related to the facts and
19 circumstances of this action, including, but not limited to, his communications with Mr. Okada,
20 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
21 on his/their behalf; his travels to Las Vegas and/or Macau, and/or any and all payments benefits,
22 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
23 Corporation, and/or any affiliates or agents acting on his/their behalf.

24 76. Maria Teresa Socorro Naguiat
25 Unknown at this time; will supplement

26 Ms. Naguiat is likely to have discoverable information related to the facts and
27 circumstances of this action, including, but not limited to, her communications with Mr. Okada,
28 Aruze USA, Inc., Universal Entertainment Corporation, Inc., and/or any affiliates or agents acting
29 on his/their behalf; her travels to Macau, and/or any and all payments, benefits, and/or gifts she
30 may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
31 and/or any affiliates or agents acting on his/their behalf.

1 77. Bayan Muna Representative Teddy A. Casiño
2 Congress of the Philippines
3 House of Representatives, Quezon City
4 Rm. N-508
5 Tel.: 931-5001 or 7407, 9315911

6 Representative Casino is likely to have discoverable information related to the facts and
7 circumstances of this action, including, but not limited to, the information and documents in his
8 possession that demonstrate the transfer of payments from Mr. Okada, Aruze USA, Inc.,
9 Universal Entertainment Corporation, and/or any person or entity acting on his/their behalf and
10 Philippine gaming officials, and the government investigation he is spearheading.

11 78. Baron Asset Fund
12 c/o Baron Funds
13 Attn: Linda S. Martinson, Esq.
14 767 Fifth Avenue, 49th Floor
15 New York, NY 10153
16 Fax: (212) 583-2014

17 The NRCP 30(b)(6) designee(s) for the Baron Asset Fund is/are likely to have
18 discoverable information related to the facts and circumstances of this action, including, but not
19 limited to, the transactions related to the Stockholders Agreement and amendments thereto.

20 79. Frank A. Schreck, Esq.
21 former chairman of Universal's Compliance Committee
22 Brownstein Hyatt Farber Schreck
23 100 North City Parkway, Suite 1600
24 Las Vegas, NV 89106-4614
25 Tel.: (702) 382-2101
26 Fax: (702) 382-8135

27 Mr. Schreck is likely to have discoverable information related to the facts and
28 circumstances of this action, including, but not limited to, the allegations in Paragraphs 96 through
29 98 of Aruze USA, Inc. and Universal Entertainment Corporation's Second Amended Counterclaim.

30 80. Richard Morgan, Esq.
31 Chairman of Universal's Compliance Committee
32 LIONEL SAWYER & COLLINS
33 300 South Fourth Street, Suite 1700
34 Las Vegas, NV 89101
35 Tel.: (702) 383-8888
36 Fax: (702) 383-8845

37 Mr. Morgan is likely to have discoverable information related to the facts and
38 circumstances of this action, including, but not limited to, his role as current Chairman of

1 Universal Entertainment Corporation's Compliance Committee; and the allegations in
2 Paragraph 97 of Aruze USA, Inc. and Universal Entertainment Corporation's Second Amended
3 Counterclaim.

4 81. Robert Faiss, Esq.
LIONEL SAWYER & COLLINS
5 300 South Fourth Street, Suite 1700
Las Vegas, NV 89101
6 Tel.: (702) 383-8888
Fax: (702) 383-8845
7

8 Mr. Faiss is likely to have discoverable information related to the facts and circumstances
9 of this action, including, but not limited to, the September 30, 2011 meeting he attended and the
10 allegations in Paragraphs 99 to 106 of Aruze USA, Inc. and Universal Entertainment
11 Corporation's Second Amended Counterclaim.

12 82. Mark Clayton, Esq.
LIONEL SAWYER & COLLINS
13 300 South Fourth Street, Suite 1700
Las Vegas, NV 89101
14 Tel.: (702) 383-8888
Fax: (702) 383-8845
15

16 Mr. Clayton is likely to have discoverable information related to the facts and
17 circumstances of this action, including, but not limited to, the September 30, 2011 meeting he
18 attended and the allegations in Paragraphs 99 to 106 of Aruze USA, Inc. and Universal
19 Entertainment Corporation's Second Amended Counterclaim.

20 83. Jennifer Roberts, Esq.
LIONEL SAWYER & COLLINS
21 300 South Fourth Street, Suite 1700
Las Vegas, NV 89101
22 Tel.: (702) 383-8888
Fax: (702) 383-8845

23 Ms. Roberts is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, her communications with Wynn
25 Resorts related to Mr. Okada, Aruze USA, Inc., and/or Universal Entertainment Corporation.

26 84. Davis Polk & Wardell LLP
450 Lexington Avenue
27 New York, NY 10017
Tel.: (212) 450-4000
28 Fax: (212) 701-5800

1 The NRCP 30(b)(6) designee(s) for Davis Polk & Wardell LLP is/are likely to have
2 information and/or documents related to the facts and circumstances of this action, including, but
3 not limited to, communications by and between Mr. Okada, Aruze USA, Inc., Universal
4 Entertainment Corporation, and/or any affiliates and/or agents acting on his or their behalf with
5 third parties, including with past and former Philippine government officials.

6 85. **Manabu Kawasaki**
7 **Unknown at this time; will supplement**

8 Mr. Kawasaki is likely to have discoverable information related to the facts and
9 circumstances of this action, including, but not limited to, information related to the
10 formation/ownership/structure of certain entities involved in the Philippine development
11 project.

12 86. **Masato Araki**
13 **Unknown at this time; will supplement**

14 Mr. Araki is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, information related to the
16 formation/ownership/structure of certain entities involved in the Philippine development
17 project.

18 87. Any and all witnesses identified and/or disclosed by any other party to this action.

19 The Wynn Parties reserve the right to amend and/or supplement this list of witnesses as
20 discovery continues.

21 **B. LIST OF DOCUMENTS**

22 Pursuant to NRCP 16.1, the Wynn Parties hereby submit their supplemental list of
23 documents that may be discoverable pursuant to NRCP 26(b). The supplemental documents
24 appear in **bold text** at the end of the chart below, identified as bearing Bates numbers
25 **WYNN001587-WYNN003188**. In addition, the Wynn Parties previously disclosed yet withheld
26 from production pending the entry of a confidentiality agreement and/or protective order certain
27 confidential or highly confidential documents. Inasmuch as the Court entered the Wynn Parties
28 Protective Order with Respect to Confidentiality on February 14, 2013, the Wynn Parties produce

concurrently herewith the confidential and highly confidential documents identified in *italics* and ***bold italics*** below.¹

Bates Nos.	Date	To	From	Description
WYNN000001- WYNN000003	06/03/2002			Articles of Incorporation of Wynn Resorts, Limited
WYNN000004- WYNN000017				Bylaws of Wynn Resorts, Limited, a Nevada corporation
WYNN000018- WYNN000059	4/28/2000			Asset and Land Purchase Agreement dated as of April 28, 2000 by and among Starwood Hotels & Resorts Worldwide, Inc. Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC and Stephen A. Wynn
WYNN000060- WYNN000063	5/26/2000			First Amendment to Asset and Land Purchase Agreement
WYNN000064- WYNN000066	6/14/2000			Second Amendment to Asset and Land Purchase Agreement
WYNN000067- WYNN000071	6/22/2000			Third Amendment to Asset and Land Purchase Agreement
WYNN000072- WYNN000073	10/27/2000			Fourth Amendment to Asset and Land Purchase Agreement
WYNN000074- WYNN000076	11/3/2001			Fifth Amendment to Asset and Land Purchase Agreement
WYNN000077- WYNN000096	4/11/2002			Stockholders Agreement between Stephen A. Wynn, Baron Asset Fund, and Aruze USA, Inc.
WYNN000097- WYNN000106	6/10/2002			Contribution Agreement between Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund on behalf of Baron Asset Fund Series, Baron Asset Fund on behalf of Baron Growth Fund Series, Kenneth R. Wynn Family Trust, and Wynn Resorts, Limited

¹ The Wynn Parties hereby designate the documents identified in *italics* as Confidential, and the documents identified in ***bold italics*** as Highly Confidential pursuant to the terms of the Wynn Parties' Order with Respect to Confidentiality, entered on February 14, 2013.

Bates Nos.	Date	To	From	Description
WYNN000107- WYNN000111	6/13/2002			Agreement between Stephen A. Wynn and Wynn Resorts, Limited related to Buy-Sell Agreement
WYNN000112- WYNN000115	5/30/2002			Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC
WYNN000116- WYNN000150	6/24/2002			Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region
WYNN000151- WYNN000173	6/14/2002			Amended and Restated Commitment Letter, Deutsche Bank Securities, Inc., Banc of America Securities LLC, Bear, Stearns & Co., Inc.
WYNN000174- WYNN000183				Wynn Resorts, Limited 2002 Stock Incentive Plan
WYNN000184- WYNN000191				Indemnity Agreement
WYNN000192- WYNN000229	8/30/2002			Declaration of true and correct English translation of Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region
WYNN000230- WYNN000233	4/1/2001			Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC
WYNN000234- WYNN000278	10/3/2000			Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000279- WYNN000289	4/16/2001			First Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000290- WYNN000291	2/18/2002			Second Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000292- WYNN000305	4/11/2002			Third Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC
WYNN000306- WYNN000309	6/24/2000			Fourth Amendment to Amended and Restated Operating Agreement of Valvino

Bates Nos.	Date	To	From	Description
				Lamore, LLC
WYNN000310- WYNN000321	9/16/2002			Second Amendment and Restated Articles of Incorporation of Wynn Resorts, Limited
WYNN000322- WYNN000336	9/23/2002			Wynn Resorts, Limited Third Amended and Restated Bylaws Effective as of September 23, 2002
WYNN000337- WYNN000342	9/24/2002			Tax Indemnification Agreement by and among Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund, and Kenneth R. Wynn Family Trust
WYNN000343- WYNN000353	5/30/2002			Amended and Restated Business Loan Agreement between Bank of America, N.A. and World Travel, LLC
WYNN000354- WYNN000359				Form of Wynn Resorts, Limited Restricted Stock Agreement
WYNN000360- WYNN000363	10/17/2002			Distribution Agreement and Assignment between Wynn Resorts, Limited and Valvino Lamore,
WYNN000364- WYNN000374				Form of Registration Rights Agreement between Wynn Resorts, Limited and Stephen A. Wynn
WYNN000375- WYNN000389	10/21/2002			Wynn Resorts, Limited Fourth /Amended and Restated Bylaws Effective as of October 21, 2002
WYNN000390	10/21/2002			First Amendment to the Wynn Resorts, Limited 2002 Stock Incentive Plan
WYNN000391- WYNN000570	3/28/2003			Form 10-K for 12/31/2002, Annual Report
WYNN000571- WYNN000572	4/18/2011			Minutes of a Special Telephonic Meeting of the Board of Directors of Wynn Macau, Limited
WYNN000573- WYNN000575	4/18/2011			Confidential Meeting Minutes from 4/18/2011 Board of Directors meeting
WYNN000576- WYNN000578	4/18/2011			Agenda for 4/18/2011 Telephonic Board of Directors Meeting
WYNN000579- WYNN000582	5/13/2011			Agreement between Stephen A. Wynn acting on behalf of Wynn

Bates Nos.	Date	To	From	Description
				<i>Resorts (Macau), S.A. and the University of Macau Development Foundation</i>
WYNN000583- WYNN000589	11/9/2011	Gidon M. Caine	Robert L. Shapiro	<i>Letter with attachments</i>
WYNN000590- WYNN000602	2000-2002			<i>Valvino Lamore General Ledger (amounts over \$10,000)</i>
WYNN000603- WYNN000636	2001-2002			<i>Wynn Design and Development General Ledger (amounts over \$10,000)</i>
WYNN000637- WYNN000639	4/1/2001			<i>Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC</i>
WYNN000640- WYNN000646	1/3/2002			<i>Payment to Francis So for \$12,516.15 and related back-up</i>
WYNN000647- WYNN000650	3/31/2002		Scott Peterson	<i>Various spreadsheets related to Stephen A. Wynn's Cash Contribution Summary & the Macau Reimbursement Amount</i>
WYNN000651- WYNN000654	4/2002			<i>Various spreadsheets related to Valvino Lamore Capital Contributions in April 2002</i>
WYNN000655	4/22/2002			<i>Action of the Managing Member of Valvino Lamore</i>
WYNN000656- WYNN000664	4/22/2002			<i>Closing Memorandum Re: Third Amendment to the Amended and Restated Operating Agreement</i>
WYNN000665	4/22/2002			<i>Chart of Valvino Lamore Increased Partner Capital</i>
WYNN000666	4/22/2002	John Strzemp; Marc H. Rubinstein, Esq.; Scott Peterson	Cindy Mitchum	<i>Inter-office Correspondence Re: Incoming Funds</i>
WYNN000667	4/22/2002	Monica Schaefer, Esq.; Scott Peterson; Debbie Zinni; LeAnn Cutler; Marc H. Rubinstein, Esq.	Cindy Mitchum	<i>Inter-office Correspondence Re: Transfer of Funds for Valvino Lamore, LLC</i>
WYNN000668	4/22/2002	Cindy Mitchum	Dolores A. Rippo	<i>Email Re: Valvino Lamore domestic wire</i>
WYNN000669	4/22/2002	Monica Schaefer, Esq.	Cindy Mitchum	<i>Inter-office Correspondence Re: Transfer of Funds Stephen A. Wynn</i>

Bates Nos.	Date	To	From	Description
WYNN000670	4/22/2002	Cindy Mitchum	Jane H. Standish	Email Re: Transfer for Steve Wynn
WYNN000671	4/22/2002	Cindy Mitchum	Dolores A. Rippo	Email Re: Valvino Lamore domestic wire
WYNN000672	4/22/2002	Monica Schaefer, Esq.; Scott Peterson; Debbie Zinni; LeAnn Cutler; Marc H. Rubinstein, Esq.	Cindy Mitchum	Inter-office Correspondence Re: Transfer of Funds for Valvino Lamore, LLC
WYNN000673	4/22/2002	Cindy Mitchum	Dolores A. Rippo	Email Re: Valvino Lamore domestic wire
WYNN000674	4/22/2002	Monica Schaefer, Esq.; Scott Peterson; Debbie Zinni; LeAnn Cutler; Marc H. Rubinstein, Esq.	Cindy Mitchum	Inter-office Correspondence Re: Transfer of Funds for Valvino Lamore, LLC
WYNN000675	4/22/2002	Cindy Mitchum	Dolores A. Rippo	Email Re: Valvino Lamore domestic wire
WYNN000676	4/23/2002			Chart of Valvino Lamore History of Capital Contributions
WYNN000677- WYNN000680	5/30/2002			Purchase Agreement between Stephen A. Wynn and Valvino Lamore, LLC
WYNN000681	6/17/2002			Action of the Managing Member of Valvino Lamore
WYNN000682- WYNN000686	6/17/2002			Action of the Managing Member of Valvino Lamore
WYNN000687	6/17/2002			Assignment of \$22,192,533 from Valvino Lamore to Wynn Group Asia, Inc.
WYNN000688- WYNN000709	8/22/2002	Mac Sugita	John Strzemp	Letter Re: Valvino Lamore consolidated financial statements with handwritten notes
WYNN000710	9/24/2002			Chart of Valvino Lamore, LLC Capital Account Walkforward
WYNN000711- WYNN000713	10/25/2002			S-1/A, describing investments and capital contributions

Bates Nos.	Date	To	From	Description
WYNN000714- WYNN000748	Various			Outgoing wire transfers from 2000 through 2002 of expenditures over \$10,000.
WYNN000749- WYNN000750				Memorandum of Understanding
WYNN000751- WYNN000757	6/13/2002			Buy-Sell Agreement between Stephen A. Wynn, Kazuo Okada, Aruze USA, Inc., and Aruze Corp.
WYNN000758- WYNN000768	9/10/2002			Amended and Restated Articles of Incorporated of Wynn Resorts, Limited
WYNN000769- WYNN000770	9/10/2002			Restated Articles of Wynn Resorts, Limited
WYNN000771- WYNN000772	9/24/2002			Wynn Resorts, Limited Common Stock Certificate No. 3 – Aruze, USA, Inc.
WYNN000773- WYNN000776	6/10/2002			Assignment of Membership Interest between Aruze USA, Inc. and Wynn Resorts, Limited
WYNN000777- WYNN000781	3/24/2005			Orders of Registration, In the Matter of Wynn Resorts, Limited and Wynn Las Vegas, LLC, previously pending before the Nevada Gaming Commission and the State Gaming Control Board
WYNN000782- WYNN000799	1/06/2010			Amended and Restated Stockholders Agreement
WYNN000800- WYNN000814	7/29/2010			Amended and Restated Gaming Compliance Program of Wynn Resorts, Limited
WYNN000815- WYNN000819	1/27/2011			Second Revised Orders of Registration, In the Matter of Wynn Resorts, Limited and Wynn Las Vegas, LLC, previously pending before the Nevada Gaming Commission and the State Gaming Control Board
WYNN000820- WYNN000828	11/1/2011			Corporate Governance – Code of Business Conduct and Ethics
WYNN000829	2/18/2012	Kazuo Okada	Stephen A. Wynn	Redemption Notice (without enclosures)

Bates Nos.	Date	To	From	Description
WYNN000830- WYNN000833	2/18/2012	Aruze USA, Inc.	Wynn Resorts, Limited	Redemption Price Promissory Note
WYNN000834- WYNN000838	8/23/2012			Third Revised Orders of Registration, In the Matter of Wynn Resorts, Limited and Wynn Las Vegas, LLC, previously pending before the Nevada Gaming Commission and the State Gaming Control Board
WYNN000839	3/26/2003			<i>Wynn Resorts, Limited Policy Regarding Payments to Foreign Officials</i>
WYNN000840- WYNN000852	5/04/2004			Wynn Resorts, Limited Code of Business Conduct and Ethics
WYNN000853- WYNN000866	3/6/2009			Wynn Resorts, Limited Code of Business Conduct and Ethics
WYNN000867- WYNN000870	7/13/2009			Waiver and Consent between Stephen A. Wynn, Baron Investment Funds Trust, and Aruze USA, Inc.
WYNN000871- WYNN000872	8/13/2009			Waiver and Consent between Stephen A. Wynn and Aruze USA, Inc.
WYNN000873	4/14/2010			Release of common stock of Wynn Resorts, Limited
WYNN000874- WYNN000877	4/16/2012	Stephen A. Wynn, Elaine P. Wynn	Kazuo Okada	<i>Letter regarding Stockholders Agreement</i>
WYNN000878	11/26/2010			Waiver and Consent between Stephen A. Wynn, Elaine P. Wynn and Aruze USA, Inc.
WYNN000879- WYNN000883	12/15/2010			Waiver and Consent between Stephen A. Wynn, Elaine P. Wynn and Aruze USA, Inc.
WYNN000884	1/06/2010			Joinder regarding Amended and Restated Stockholders Agreement
WYNN000885- WYNN001253	9/30/2009			Wynn Macau, Limited Global Offering
WYNN001254- WYNN001255	11/08/2006			Amendment to Stockholders Agreement between Stephen A. Wynn and Aruze USA, Inc.

Bates Nos.	Date	To	From	Description
WYNN001256- WYNN001276	1/6/2010			Amended and Restated Stockholders Agreement between Stephen A. Wynn and Aruze USA, Inc.
WYNN001277- WYNN001311	1/2011			2011 – Directors' and Officers' Questionnaire (Kazuo Okada)
WYNN001312- WYNN001345	2011			2011 – Directors' and Officers' Questionnaire and Distribution List
WYNN001346- WYNN001395	2012			2012 – Directors' and Officers' Questionnaire and Distribution List
WYNN001396- WYNN001401	2/24/2011			Minutes of a Meeting of the Board of Directors of Wynn Resorts, Limited
WYNN001402- WYNN001404	7/28/2011			Minutes of a Meeting of the Board of Directors of Wynn Resorts, Limited
WYNN001405- WYNN001415	8/29/2011			Board of Directors signed Acknowledgment Forms for receipt of policies
WYNN001416	10/31/2011			Board of Directors attendee list for FCPA training
WYNN001417- WYNN001419	10/12/2011	Robert D. Faiss, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada
WYNN001420- WYNN001421	10/24/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001422- WYNN001423	10/25/2011	Gidon M. Caine, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada
WYNN001424	11/1/2011	Wynn Resorts, Limited Board of Directors	Kazuo Okada	Letter regarding activities of Kazuo Okada
WYNN001425- WYNN001426	11/2/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001427- WYNN001428	11/3/2011	Gidon M. Caine, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada
WYNN001429- WYNN001435	11/9/2011	Gidon M. Caine, Esq.	Robert L. Shapiro, Esq.	Letter regarding activities of Kazuo Okada
WYNN001436- WYNN001437	12/1/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001438- WYNN001439	12/15/2011	Robert L. Shapiro, Esq.	Gidon M. Caine, Esq.	Letter regarding activities of Kazuo Okada
WYNN001440- WYNN001445	2/24/2012	Kazuo Okada	Wynn Macau, Limited Board of Directors	Notice of removal
WYNN001446	2/24/2012	Kazuo Okada	Wynn Macau, Limited	Notice of termination as a non- executive director

Bates Nos.	Date	To	From	Description
WYNN001447- WYNN001467	1/11/2012			Kazuo Okada's Petition for a Writ of Mandamus, Case No. A-12-654522-B
WYNN001468- WYNN001477	2/2/2012			Respondent Wynn Resorts, Limited's Verified Answer to Petition for a Writ of Mandamus
WYNN001478- WYNN001504	5/25/2012			Kazuo Okada's First Amended Petition for a Writ of Mandamus
WYNN001505- WYNN001514	5/30/2012			Respondent Wynn Resorts, Limited's Verified Answer to First Amended Petition for a Writ of Mandamus
WYNN001515- WYNN001539	3/17/2009			Wynn Resorts, Limited Prospectus
WYNN001540- WYNN001586				Freeh Sporkin & Sullivan Report
WYNN001587- WYNN003066				<i>Appendix to Freeh Sporkin & Sullivan Report</i>
WYNN003067- WYNN003126	02/18/2012			<i>Moelis & Company, Discussion of Indicative Redemption Price</i>
WYNN003127- WYNN003188	02/18/2012			<i>Duff & Phelps, Solvency and Surplus Analysis Related to a Proposed Equity Redemption Transaction</i>

The Wynn Parties also disclose any and all documents identified and/or disclosed by any other party to this action.

The Wynn Parties reserve the right to amend and/or supplement this list of documents as discovery continues.

C. DAMAGES COMPUTATION

Wynn Resorts is seeking declaratory relief, as well as monetary damages in the form of compensatory and special damages, as well as disgorgement of any and all profits, in a total amount to be proven at trial but, in any event, over \$10,000.00. In addition, Wynn Resorts is seeking punitive damages as Defendants' acts were oppressive, fraudulent, malicious, and done with a conscious disregard for the harm to Wynn Resorts. Wynn Resorts is also seeking to recover its attorney's fees and costs incurred in prosecuting this matter. Wynn Resorts will supplement this information concerning its damages as discovery proceeds.


1 **D. INSURANCE AGREEMENTS**

2 Following the entry of a confidentiality agreement and protective order, the Wynn Parties
3 will make available for inspection any insurance agreements that fall under NRCP16.1(a)(1)(D).

4 The Wynn Parties reserve the right to supplement this disclosure to add additional
5 documents and/or name(s) of person(s) who may have relevant information, including expert
6 witnesses, as discovery continues.

7 DATED this 20th day of February, 2013.

8 PISANELLI BICE PLLC

9
10 By: 
11 James J. Pisanelli, Esq., Bar No. 4027
12 Todd L. Bice, Esq., Bar No. 4534
13 Debra L. Spinelli, Esq., Bar No. 9695
14 3883 Howard Hughes Parkway, Suite 800
15 Las Vegas, Nevada 89169

16 and

17 Paul K. Rowe, Esq. (*pro hac vice admitted*)
18 Bradley R. Wilson, Esq. (*pro hac vice admitted*)
19 WACHTELL, LIPTON, ROSEN & KATZ
20 51 West 52nd Street
21 New York, New York 10019

22 and

23 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
24 GLASER WEIL FINK JACOBS HOWARD
25 AVCHEN & SHAPIRO, LLP
26 10250 Constellation Boulevard, 19th Floor
27 Los Angeles, California 90067

28 Attorneys for Wynn Resorts, Limited, Linda Chen,
Russell Goldsmith, Ray R. Irani, Robert J. Miller,
John A. Moran, Marc D. Schorr, Alvin V.
Shoemaker, Kimmarie Sinatra, D. Boone Wayson,
and Allan Zeman

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 22nd day of February, 2013, I caused to be electronically served through the Court's e-service/e-filing system true and correct copies of the foregoing THE WYNN PARTIES' FIRST SUPPLEMENTAL DISCLOSURES PURSUANT TO NRCP 16.1 properly addressed to the following:

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
CAMPBELL & WILLIAMS
700 South Seventh Street
Las Vegas, NV 89101

William R. Urga, Esq.
Martin A. Little, Esq.
JOLLY URGAL WIRTH WOODBURY & STANDISH
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, Nevada 89169

Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
Charles H. McCrea, Esq.
Steven C. Anderson, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101

Marc J. Sonnenfeld, Esq.
MORGAN LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103

Ronald L. Olson, Esq.
Mark B. Helm, Esq.
Jeffrey Y. Wu, Esq.
MUNGER TOLLES & OLSON, LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071

Joseph E. Floren, Esq.
Benjamin P. Smith, Esq.
Christopher J. Banks, Esq.
MORGAN LEWIS & BOCKIUS LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1126

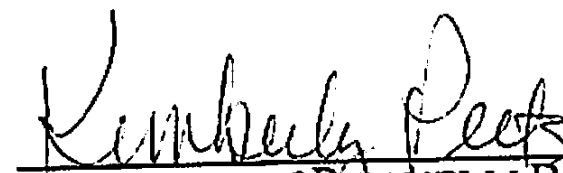

An Employee of PISANELLI BICE PLLC

EXHIBIT 4

Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, CA 94105
Tel: 415.442.1000
Fax: 415.442.1001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

Christopher J. Banks
Partner
415.442.1364
cbanks@morganlewis.com

February 1, 2013

Via U.S. Mail and E-mail (JJP@pisanellibice.com)

James J. Pisanelli, Esq.
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169

Dear Counsel:

I write in response to your January 29, 2013 letter to Charlie McCrea and copying me threatening claims for breach of fiduciary duty and breach of contract against our client Kazuo Okada, and some sort of vicarious/joint and several liability against Mr. McCrea's and my firms, based on Mr. Okada's federal court complaint challenging Wynn Resorts, Limited's ("Wynn Resorts") and Steve Wynn's efforts to forcibly remove Mr. Okada from the Wynn Resorts board. Your threat letter is premised on several fundamental errors.

First, there is no legitimate basis for Wynn Resorts' unsupported assertion that the Cotai Agreements attached to Mr. Okada's January 24, 2013 letter to the Wynn Resorts Board are confidential documents that must be hidden from Wynn Resorts' shareholders and the general public. The Cotai Agreements are not marked confidential. They include no confidentiality provisions whatsoever. They have been reported in the *Wall Street Journal*. And they concern past transactions, completed years ago, related to matters of public interest. Simply because the Cotai Agreements may prove embarrassing or raise questions about the veracity of Mr. Wynn's supposed commitment to complying with the Foreign Corrupt Practices Act ("FCPA"), does not mean they are confidential, secret or otherwise required to be concealed from shareholders and public scrutiny.

In short, there is no legitimate reason why these documents would be confidential, nor is there anything in the documents suggesting that someone would claim they were confidential. Indeed, before receiving your letter, we were unaware of any contention by Wynn Resorts that these

Almaty Beijing Boston Brussels Chicago Dallas Frankfurt Harrisburg Houston Irvine London Los Angeles Miami
Moscow New York Palo Alto Paris Philadelphia Pittsburgh Princeton San Francisco Tokyo Washington Wilmington

PA001227

James J. Pisanelli, Esq.
February 1, 2013
Page 2

matters were confidential. If you have a specific confidentiality agreement or provision in mind to support your claim that Mr. Okada was somehow obligated to treat as confidential documents that do not purport to be confidential and that (as your letter admits) Mr. Okada did not receive as a result of his relationship with Wynn Resorts, please let us know and provide a copy of the agreements and/or other provisions that you contend apply.

Second, Mr. Okada's (as well as his attorneys') litigation activity is absolutely privileged and cannot be used as a basis for the manufactured claims threatened in your letter.

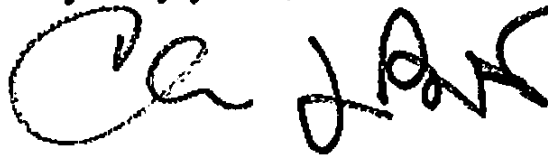
It is hornbook law that Nevada follows the "long-standing common law rule that communications [made] in the course of judicial proceedings are absolutely privileged." *Circus Hotels v. Witherspoon*, 99 Nev. 56, 60 (1983); see also Restatement (Second) of Torts § 586 cmt. a (1977) (explaining that an attorney's filing of "all pleadings and affidavits necessary to set the judicial machinery in motion" are absolutely privileged). Thus, all pleadings and communications reasonably related to litigation are protected by the absolute litigation privilege, and all claims premised upon such pleadings and communications are barred. *Clark County Sch. Dist. v. Virtual Educ. Software, Inc.*, 125 Nev. 374, 382 (2009) (litigation privilege is so broad it even protects communications known to be false or made with malicious intent); *Hampe v. Foote*, 118 Nev. 405, 409 (2002) ("[a]n absolute privilege bars any civil litigation based on the underlying communication").

Third, your complaints about legitimate litigation activity ring hollow in light of the egregious, improper actions Wynn Resorts and Steve Wynn have taken against Mr. Okada. Your clients put Wynn Resorts' compliance with anti-bribery laws at issue through their public allegations of FCPA-noncompliance against Mr. Okada, Universal Entertainment Corporation ("UEC") and Aruze USA, Inc. ("Aruze"). Your clients put Mr. Okada in the position of having to defend his good name and reputation by disparaging Mr. Okada and forcibly redeeming Aruze's \$2.9 billion Wynn Resorts' shareholdings in exchange for a fully subordinated, ten-year, \$1.9 billion unsecured note. And it was your clients who forced Mr. Okada into seeking court relief and defending his role on the Wynn Resorts board through their efforts to have Mr. Okada removed from the Wynn Resorts' Board of Directors at a special shareholders' meeting. A year ago, Steve Wynn threatened the publication of a then-allegedly "confidential" report by Louis Freeh if Mr. Okada would not sell Mr. Wynn personally all of Aruze's Wynn Resorts' shareholdings at a steep discount. After Mr. Okada rejected Mr. Wynn's improper, self-interested "offer," Mr. Wynn proceeded two days later to have that same purportedly "confidential" report—which Mr. Okada had never before been permitted to see—filed in support of Wynn Resorts' surprise lawsuit against Mr. Okada and then leaked it to the *Wall Street Journal*. It is thus with ultimate irony that you now threaten claims against Mr. Okada and his attorneys for their zealous advocacy on Mr. Okada's behalf in court.

James J. Pisanelli, Esq.
February 1, 2013
Page 3

If you have something else you believe we should consider, please send it. But we will not be acceding to your demands and reserve all rights.

Very truly yours,

A handwritten signature in black ink, appearing to read "C. J. Banks", with a long, sweeping horizontal line extending to the right.

Christopher J. Banks

EXHIBIT 5



PISANELLI BICE

January 29, 2013

VIA HAND-DELIVERY

JAMES J. PISANELLI
ATTORNEY AT LAW
702.214.2111 DIR
702.214.2101 FAX
JJP@PISANELLIBICE.COM

Samuel S. Lionel, Esq.
Charles McCrea, Esq.
Steven C. Anderson, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101

Re: *Kazuo Okada v. Wynn Resorts, Limited*, Case No. 2:13-cv-00136

Dear Counsel:

I write on behalf of Wynn Resorts, Limited ("Wynn Resorts" or "the Company") with regard to public filings made by your client, Kazuo Okada, in connection with his recently filed federal lawsuit against the Company.

Although certain materials attached to Mr. Okada's complaint and motion for a preliminary injunction are highly confidential and proprietary corporate documents relating to Wynn Resorts' Cotai development project in Macau – namely, the Agreement, dated August 25, 2005, the Heads of Agreement, dated April 19, 2006, and the Shares Purchase Agreement, dated August 1, 2008 (collectively, the "Cotai Agreements") – Mr. Okada failed to file the Cotai Agreements under seal with the federal court. Mr. Okada's publication of these documents without prior approval from the Company amounts to a clear breach of fiduciary duty and a clear violation of the Policy Regarding Nondisclosure and Nonuse of Confidential Information that applies to all directors, and it is further evidence that Mr. Okada is unfit to serve as a member of the Wynn Resorts Board. By facilitating Mr. Okada's unauthorized public disclosure of the Cotai Agreements, Mr. Okada's litigation counsel, including your firm, shares responsibility for Mr. Okada's fiduciary breaches.

The unauthorized public disclosure of confidential materials relating to an ongoing corporate initiative risks significant competitive harm to Wynn Resorts. The Company therefore demands that Mr. Okada act immediately to address these outrageous breaches of confidentiality and place the Cotai Agreements under seal with the federal court. Wynn Resorts retains and reserves all of its rights, including the right to seek legal and/or equitable relief in connection with Mr. Okada's wrongful release of these documents into the public marketplace, as well as sanctions against Mr. Okada and his attorneys.

Moreover, while the Cotai Agreements are corporate documents of Wynn Resorts, they were not in Mr. Okada's possession in his capacity as a director – although as a director of Wynn Resorts, Mr. Okada indisputably has a fiduciary obligation to maintain the confidentiality of the Cotai Agreements and other corporate documents. In the



Charles McCrea, Esq.
January 29, 2013
Page 2

declaration he submitted to the federal court yesterday, Mr. Okada stated vaguely that he "independently obtained copies" of the Cotai Agreements. We demand that you immediately advise the Company precisely how and when Mr. Okada obtained the Cotai Agreements, and from whom. This information is essential for Wynn Resorts to determine the full extent of Mr. Okada's fiduciary breaches and to protect itself from further unauthorized disclosure of confidential Company documents.

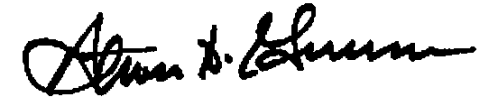
Cordially,

James J. Pisanelli

JJP/kap

cc: Marc J. Sonnenfeld, Esq. – via electronic mail only
Joseph E. Floren, Esq.
Benjamin P. Smith, Esq.
Christopher J. Banks, Esq.

EXHIBIT 6



CLERK OF THE COURT

ORDER

James J. Pisanelli, Esq., Bar No. 4027

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TLB@pisanellibice.com

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DLS@pisanellibice.com

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Attorneys for Wynn Resorts, Limited, Linda Chen,
Russell Goldsmith, Ray R. Irani, Robert J. Miller,
John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,
Kimmie Sinatra, D. Boone Wayson, and Allan Zeman

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

KAZUO OKADA, an individual, ARUZE
USA, INC., a Nevada corporation, and
UNIVERSAL ENTERTAINMENT CORP.,
a Japanese corporation,

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**WYNN PARTIES' PROPOSED
PROTECTIVE ORDER WITH
RESPECT TO CONFIDENTIALITY**

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

1 The Wynn Parties hereby propose that the handling of confidential material in these
2 proceedings shall be governed by the provisions set forth below:

3 **1. Applicability of this Protective Order:** Subject to Section 20 below, this
4 Protective Order does not and will not govern any trial proceedings in this action but will
5 otherwise be applicable to and govern the handling of documents, depositions, deposition
6 exhibits, interrogatory responses, responses to requests for admissions, responses to requests for
7 production of documents, and all other discovery obtained pursuant to Nevada Rules of Civil
8 Procedure or other legal process by or from, or produced on behalf of, a party or witness in
9 connection with this action (this information hereinafter shall be referred to as "Discovery
10 Material"). As used herein, "Producing Party" or "Disclosing Party" shall refer to the parties and
11 nonparties that give testimony or produce documents or other information in connection with this
12 action; "Receiving Party" shall refer to the parties in this action that receive such information, and
13 "Authorized Recipient" shall refer to any person or entity authorized by Sections 10 and 11 of this
14 Protective Order to obtain access to Confidential Information, Highly Confidential Information,
15 or the contents of such Discovery Material.

16 **2. Designation of Information:** Any Producing Party may designate Discovery
17 Material that is in its possession, custody, or control produced to a Receiving Party as
18 "Confidential" or "Highly Confidential" under the terms of this Protective Order if the Producing
19 Party in good faith reasonably believes that such Discovery Material contains nonpublic,
20 confidential information as defined in Sections 4 and 5 below.

21 **3. Exercise of Restraint and Care in Designating Material for Protection:** Each
22 Producing Party that designates information or items for protection under this Protective Order
23 must take care to limit any such designation to specific material that qualifies under the
24 appropriate standards. Indiscriminate designations are prohibited.

25 **4. Confidential Information:** For purposes of this Protective Order, "Confidential
26 Information" means any Protected Data (as defined below) or any information that constitutes,
27 reflects, or discloses nonpublic information, trade secrets, know-how, or other financial,
28 proprietary, commercially sensitive, confidential business, marketing, regulatory, or strategic

1 information (regarding business plans or strategies, technical data, and nonpublic designs), the
2 disclosure of which the Producing Party believes in good faith might reasonably result in
3 economic or competitive, or business injury to the Producing Party (or its affiliates, personnel, or
4 clients) and which is not publicly known and cannot be ascertained from an inspection of publicly
5 available sources, documents, material, or devices. Confidential Information shall also include
6 sensitive personal information that is not otherwise publicly available, such as home addresses;
7 social security numbers; dates of birth; employment personnel files; medical information; home
8 telephone records/numbers; employee disciplinary records; family court documents sealed by the
9 family court pursuant to NRS 125.110 or designated Confidential by agreement of the parties to
10 the family court proceedings at issue; wage statements or earnings statements; employee benefits
11 data; tax records; and other similar personal financial information. A party may also designate as
12 "CONFIDENTIAL" compilations of publicly available discovery materials, which would not be
13 known publicly in a compiled form.

14 (a) Protected Data. The term "Protected Data" shall refer to any information
15 that a party believes in good faith to be subject to federal, state or foreign data protection laws or
16 other privacy obligations. Protected Data constitutes highly sensitive materials requiring special
17 protection. Examples of such laws include, but are not limited to, the Macau Personal Data
18 Protection Act ("MDPA"), Macao Special Administrative Region Law n.º 16/2001 ("Judicial
19 system for operating games of fortune in casinos"), and other state, federal, and/or foreign law(s)
20 that impose special protections.

21 5. **Highly Confidential Information:** For purposes of this Protective Order, Highly
22 Confidential Information is any Protected Data and/or Confidential Information as defined in
23 Section 4 above that also includes (a) extremely sensitive, highly confidential, nonpublic
24 information, consisting either of trade secrets or proprietary or other highly confidential business,
25 financial, regulatory, private, or strategic information (including information regarding business
26 plans, technical data, and nonpublic designs), the disclosure of which would create a substantial
27 risk of competitive, business, or personal injury to the Producing Party, and/or (b) nonpublic
28 documents or information reflecting the substance of conduct or communications that are the

1 subject of state, federal, or foreign government investigations. Certain Protected Data may
2 compel alternative or additional protections beyond those afforded Highly Confidential
3 Information, in which event the parties shall meet and confer in good faith, and, if unsuccessful,
4 the party seeking any greater protection shall move the Court for appropriate relief. A party may
5 re-designate material originally "CONFIDENTIAL" as "HIGHLY CONFIDENTIAL" by giving
6 notice of such a re-designation to all parties.

7 **6. Designating Confidential Information or Highly Confidential Information.** If
8 any party in this action determines in good faith that any information, documents, things, or
9 responses produced in the course of discovery in this action should be designated as Confidential
10 Information or Highly Confidential Information (the "Designating Party"), it shall advise any
11 party receiving such material of this fact, and all copies of such document, things, or responses, or
12 portions thereof deemed to be confidential shall be marked "CONFIDENTIAL" or "HIGHLY
13 CONFIDENTIAL" (whether produced in hard copy or electronic form) at the expense of the
14 designating party and treated as such by all parties. A Designating Party may inform another
15 party that a document is Confidential or Highly Confidential by providing the Bates number of
16 the document in writing. If Confidential or Highly Confidential Information is produced via an
17 electronic form on a computer readable medium (e.g., CD-ROM), other digital storage medium,
18 or via Internet transmission, the Producing Party or Designating Party shall affix in a prominent
19 place on the storage medium or container file on which the information is stored, and on any
20 container(s) for such medium, the legend "Includes CONFIDENTIAL INFORMATION" or
21 "Includes HIGHLY CONFIDENTIAL INFORMATION." Nothing in this section shall extend
22 confidentiality or the protections associated therewith to any information that does not otherwise
23 constitute "Confidential Information" or "Highly Confidential Information" as defined in Sections
24 4 and 5 herein.

25 **7. Redaction Allowed:** Any Producing Party may redact from the documents or
26 things it produces matter that the Producing Party claims is subject to the attorney-client privilege,
27 the work product doctrine, a legal prohibition against disclosure, or any other privilege from
28 disclosure. Any Producing Party also may redact information that is both personal and

1 nonresponsive, such as a social security number. A Producing Party may not withhold
2 nonprivileged, responsive information solely on the grounds that such information is contained in
3 a document that includes privileged information. The Producing Party shall mark each redaction
4 with a legend stating "REDACTED," and include an annotation indicating the specific reason for
5 the redaction (e.g., "REDACTED—Work Product"). All documents redacted based on attorney
6 client privilege or work product immunity shall be listed in an appropriate log in conformity with
7 Nevada law and Nevada Rule of Civil Procedure 26(b)(5). Where a document consists of more
8 than one page, the page on which information has been redacted shall so be marked. The
9 Producing Party shall preserve an unredacted version of such document. In addition to the
10 foregoing, the following shall apply to redactions of Protected Data:

11 (a) Any party may redact Protected Data that it claims, in good faith, requires
12 protections under the terms of this Protective Order.

13 (b) Protected Data shall be redacted from any public filing not filed under seal.

14 (c) The right to challenge and the process for challenging redactions shall be
15 the same as the right to challenge and the process from challenging the designation of
16 Confidential Information or Highly Confidential Information.

17 8. **Use of Confidential Information or Highly Confidential Information.** Except
18 as provided herein, Confidential Information and Highly Confidential Information designated or
19 marked shall be maintained in confidence, used solely for the purposes of this action, to the extent
20 not otherwise prohibited by an order of the Court, shall be disclosed to no one except those
21 persons identified herein in Sections 10 and 11, and shall be handled in such manner until such
22 designation is removed by the Designating Party or by order of the Court. Confidential or Highly
23 Confidential information produced by another party shall not be used by any Receiving Party for
24 any commercial, competitive or personal purpose. Nothing in this Protective Order shall govern
25 or restrict a Producing Party's use of its own Confidential or Highly Confidential Information in
26 any way.

27 9. Once the Court enters this Protective Order, a party shall have thirty (30) days to
28 designate as Confidential or Highly Confidential any documents previously produced in this

1 action, which it can do by stamping "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the
2 document, or informing the other parties of the Bates-numbers of the documents so designated.

3 **10. Use of Confidential Information and Highly Confidential Information in**
4 **Depositions.** Counsel for any party shall have the right to disclose Confidential or Highly
5 Confidential Information at depositions, provided that such disclosure is consistent with this
6 Protective Order, including Sections 10 and 11. Any counsel of record may request that all
7 persons not entitled under Sections 10 or 11 of this Protective Order to have access to
8 Confidential Information or Highly Confidential Information leave the deposition room during the
9 confidential portion of the deposition. Failure of such other persons to comply with a request to
10 leave the deposition shall constitute substantial justification for counsel to advise the witness that
11 the witness need not answer the question where the answer would disclose Confidential
12 Information or Highly Confidential Information. Additionally, at any deposition session, (1) upon
13 inquiry with regard to the content of any discovery material(s) designated or marked as
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY;"
15 (2) whenever counsel for a party deems that the answer to a question may result in the disclosure
16 or revelation of Confidential or Highly Confidential Information; and/or (3) whenever counsel
17 for a party deems that the answer to any question has resulted in the disclosure or revelation of
18 Confidential or Highly Confidential Information, counsel to any party may designate portions of a
19 deposition transcript and/or video of any deposition (or any other testimony) as containing
20 Confidential or Highly Confidential Information in accordance with this Order by a statement on
21 the record during the deposition or by notifying all other parties in writing, within thirty (30)
22 calendar days of receiving the transcript or video that it contains Confidential or Highly
23 Confidential Information and designating the specific pages, lines, and/or counter numbers as
24 containing Confidential or Highly Confidential Information. If a designation is made via a
25 statement on the record during a deposition, counsel must follow up in writing within thirty (30)
26 calendar days of receiving the transcript or video, identifying the specific pages, lines, and/or
27 counter numbers containing the Confidential or Highly Confidential Information. If no
28 confidentiality designations are made within the thirty calendar (30) day period, the entire

1 transcript shall be considered nonconfidential. During the thirty (30) day period, the entire
2 transcript and video shall be treated as Confidential Information (or Highly Confidential
3 Information). All originals and copies of deposition transcripts that contain Confidential
4 Information or Highly Confidential Information shall be prominently marked "CONFIDENTIAL"
5 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on the cover thereof and, if and
6 when filed with the Court, the portions of such transcript so designated shall be filed under seal.
7 Counsel must designate portions of a deposition transcript as "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL – ATTORNEYS' EYES ONLY" within thirty calendar (30) days of receiving
9 the transcript. Any DVD or other digital storage medium containing Confidential or Highly
10 Confidential deposition testimony shall be labeled in accordance with the provisions of
11 Section 6.

12 11. **Persons Authorized to Receive Confidential Information.** Confidential
13 Information produced pursuant to this Protective Order may be disclosed or made available only
14 to the Court, its employees, other court personnel, any discovery referee, mediator or other
15 official who may be appointed by the Court, and to the persons below:

16 (a) A party, or officers, directors, employees, and agents of a party deemed
17 necessary by counsel to aid in the prosecution, defense, or settlement of this action;

18 (b) Counsel for a party (including in house attorneys, outside attorneys
19 associated with a law firm(s) of record, and paralegal, clerical, and secretarial staff employed by
20 such counsel);

21 (c) Persons retained by a party to provide litigation support services
22 (photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing, storing,
23 retrieving data in any form or medium, etc.);

24 (d) Consultants or expert witnesses (together with their support staff) retained
25 for the prosecution or defense of this litigation, provided that such an expert or consultant is
26 not a current employee of a direct competitor of a party named in this action;

27 (e) Court reporter(s) and videographers(s) employed in this action;

28 (f) Any authors or recipients of the Confidential Information;

(fn) A party may seek leave of court to provide information to a consultant employed by a competitor

1 (g) A witness at any deposition or other proceeding in this action, who shall
2 sign the Confidentiality Agreement attached as "Exhibit A" to this Protective Order before being
3 shown a confidential document; and

4 (h) Any other person as to whom the parties in writing agree or that the Court
5 in these proceedings so designates.

6 Any person to whom Confidential Information is disclosed pursuant to subparts (a)
7 through (g) hereinabove shall be advised that the Confidential Information is being disclosed
8 pursuant to an order of the Court, that the information may not be disclosed by such person to any
9 person not permitted to have access to the Confidential Information pursuant to this Protective
10 Order, and that any violation of this Protective Order may result in the imposition of such
11 sanctions as the Court deems proper. Any person to whom Confidential Information is disclosed
12 pursuant to subpart (c), (d), (g) or (h) of this section shall also be required to execute a copy of the
13 form Exhibit A. The persons shall agree in writing to be bound by the terms of this Protective
14 Order by executing a copy of Exhibit A (which shall be maintained by the counsel of record for
15 the party seeking to reveal the Confidential Information) in advance of being shown the
16 Confidential Information. No party (or its counsel) shall discourage any persons from signing a
17 copy of Exhibit A. If a person refuses to execute a copy of Exhibit A, the party seeking to reveal
18 the Confidential Information shall seek an order from the Court directing that the person be bound
19 by this Protective Order. In the event of the filing of such a motion, Confidential Information
20 may not be disclosed to such person until the Court resolves the issue. Proof of each written
21 agreement provided for under this Section shall be maintained by each of the parties while this
22 action is pending and disclosed to the other parties upon good cause shown and upon order of the
23 Court.

24 12. **Persons Authorized to Receive Highly Confidential Information.** "HIGHLY
25 CONFIDENTIAL – ATTORNEYS' EYES ONLY" documents and information may be used only
26 in connection with this case and may be disclosed only to the Court and the persons listed in
27 subsections (b) to (e) and (g) to (h) of Section 10 above, but shall not be disclosed to a party, or
28 an employee of a party, unless otherwise agreed or ordered. With respect to sub-section (f), the

1 parties will consider disclosure of Highly Confidential Information to an author or recipient
2 on a case by case basis. Any person to whom Highly Confidential Information is disclosed
3 pursuant to sub-sections (c), (d), (g) or (h) of Section 10 above shall also be required to execute a
4 copy of the form Exhibit A.

5 **13. Filing of Confidential Information or Highly Confidential Information With**
6 **Court.** Any party seeking to file or disclose materials designated as Confidential Information or
7 Highly Confidential Information with the Court in this Action must seek to file such Confidential
8 or Highly Confidential Information under seal pursuant to Rule 3 of the Nevada Rules for Sealing
9 and Redacting Court Records. The Designating Party will have the burden to provide the Court
10 with any information necessary to support the designation as Confidential Information.

11 **14. Notice to Nonparties.** Any party issuing a subpoena to a nonparty shall enclose a
12 copy of this Protective Order and advise the nonparty that it may designate any Discovery
13 Material it produces pursuant to the terms of this Protective Order, should the nonparty producing
14 party wish to do so. This Order shall be binding in favor of nonparty designating parties to the
15 maximum extent permitted by law. Any nonparty invoking the Protective Order shall comply
16 with, and be subject to, all applicable sections of the Protective Order.

17 **15. Knowledge of Unauthorized Use or Possession.** If a party receiving Confidential
18 Information or Highly Confidential Information learns of any possession, knowledge, use or
19 disclosure of any Confidential Information or Highly Confidential Information in violation of the
20 terms of this Protective Order, the Receiving Party shall immediately notify in writing the party
21 that produced the Confidential Information or Highly Confidential Information. The Receiving
22 Party shall promptly furnish the Producing Party the full details of such possession, knowledge,
23 use or disclosure. With respect to such unauthorized possession, knowledge, use or disclosure the
24 Receiving Party shall assist the Producing Party in remedying the disclosure (e.g., by retrieving
25 the Confidential Information from an unauthorized recipient) and/or preventing its recurrence.

26 **16. Copies, Summaries or Abstracts.** Any copies, summaries, abstracts or exact
27 duplications of Confidential Information or Highly Confidential Information shall be marked
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" and shall be

1 considered Confidential Information or Highly Confidential Information subject to the terms and
2 conditions of this Protective Order. Attorney-client communications and attorney work product
3 regarding Confidential Information or Highly Confidential Information shall not be subject to this
4 section, regardless of whether they summarize, abstract, paraphrase, or otherwise reflect
5 Confidential Information or Highly Confidential Information.

6 17. **Information Not Confidential.** The restrictions set forth in this Protective Order
7 shall not be construed to apply to any information or materials that:

8 (a) Were lawfully in the Receiving Party's possession prior to such
9 information being designated as Confidential or Highly Confidential Information in this action,
10 and that the Receiving Party is not otherwise obligated to treat as confidential;

11 (b) Were obtained without any benefit or use of Confidential or Highly
12 Confidential Information from a third party having the right to disclose such information to the
13 Receiving Party without restriction or obligation of confidentiality;

14 (c) Were independently developed after the time of disclosure by persons who
15 did not have access to the Producing Party's Confidential or Highly Confidential Information;

16 (d) Have been or become part of the public domain by publication or
17 otherwise and not due to any unauthorized act or omission on the part of a Receiving Party; or

18 (e) Under law, have been declared to be in the public domain.

19 18. **Challenges to Designations.** Any party may object to the designation of
20 Confidential Information or Highly Confidential Information on the ground that such information
21 does not constitute Confidential Information or Highly Confidential Information by serving
22 written notice upon counsel for the Producing Party within sixty (60) calendar days of the date
23 the item(s) was designated, specifying the item(s) in question and the grounds for the objection.
24 If a party objects to the designation of any materials as Confidential Information or Highly
25 Confidential Information, the party challenging the designation shall arrange for an EDCR 2.34
26 conference to be held within ten (10) calendar days of service of a written objection to the
27 designation to attempt to informally resolve the dispute. If the parties cannot resolve the matter,
28 the party challenging the designation may file a motion with the Court to resolve the dispute.

1 Such motions must be filed within ten (10) calendar days of the EDCR 2.34 conference. This
2 Protective Order will not affect the burden of proof on any such motion, or impose any burdens
3 upon any party that would not exist had the Protective Order not been entered; as a general
4 matter, the burden shall be on the person making the designation to establish the propriety of the
5 designation. Any contested information shall continue to be treated as confidential and subject to
6 this Protective Order until such time as such motion has been ruled upon.

7 19. **Use in Court.** If any Confidential Information or Highly Confidential Information
8 is used in any pretrial Court proceeding in this action, it shall not necessarily lose its confidential
9 status through such use, and the party using such information shall take all reasonable steps
10 consistent with the Nevada Supreme Court Rules Governing Sealing and Redacting Court
11 Records to maintain its confidentiality during such use.

12 20. **No Waiver.** This Protective Order is entered solely for the purpose of facilitating
13 the exchange of documents and information among the parties to this action without involving the
14 Court unnecessarily in the process. Nothing in this Protective Order, nor the production of any
15 information or document under the terms of this Protective Order, nor any proceedings pursuant
16 to this Protective Order shall be deemed to be a waiver of any rights or objections to challenge the
17 authenticity or admissibility of any document, testimony or other evidence at trial. Additionally,
18 this Protective Order will not prejudice the right of any party or nonparty to oppose production of
19 any information on the ground of attorney-client privilege; work product doctrine or any other
20 privilege or protection provided under the law.

21 21. **Reservation of Rights.** The parties each reserve the right to seek or oppose
22 additional or different protection for particular information, documents, materials, items or things.
23 This Stipulation shall neither enlarge nor affect the proper scope of discovery in this Action. In
24 addition, this Stipulation shall not limit or circumscribe in any manner any rights the Parties (or
25 their respective counsel) may have under common law or pursuant to any state, federal, or foreign
26 statute or regulation, and/or ethical rule.

27 22. **Inadvertent Failure to Designate.** The inadvertent failure to designate
28 information produced in discovery as Confidential or Highly Confidential shall not be deemed, by

1 itself, to be a waiver of the right to so designate such discovery materials as Confidential
2 Information or Highly Confidential Information. Within a reasonable time of learning of any
3 such inadvertent failure, the Producing Party shall notify all Receiving Parties of such inadvertent
4 failure and take such other steps as necessary to correct such failure after becoming aware of it.
5 Disclosure of such discovery materials to any other person prior to later designation of the
6 discovery materials in accordance with this section shall not violate the terms of this Protective
7 Order. However, immediately upon being notified of an inadvertent failure to designate, all
8 parties shall treat such information as though properly designated, and shall take any actions
9 necessary to prevent any future unauthorized disclosure, use, or possession.

10 **23. No Waiver of Privilege:** Disclosure (including production) of information after
11 the parties' entry of this Protective Order that a party or nonparty later claims was inadvertent and
12 should not have been disclosed because of a privilege, including, but not limited to, the
13 attorney-client privilege or work product doctrine ("Privileged Information"), shall not constitute
14 a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or
15 other ground for withholding production as to which the Disclosing or Producing Party would be
16 entitled in this action.

17 **24. Effect of disclosure of Privileged Information:** The Receiving Party hereby
18 agrees to promptly return, sequester, or destroy any Privileged Information disclosed or produced
19 by Disclosing or Producing Party upon request by Disclosing or Producing Party regardless of
20 whether the Receiving Party disputes the designation of Privileged Information. The Receiving
21 Party may sequester (rather than return or destroy) such Privileged Information only if it contends
22 that the information itself is not privileged or otherwise protected and it challenges the privilege
23 designation, in which case it may only sequester the information until the claim of privilege or
24 other protection is resolved. If any party disputes the privilege claim ("Objecting Party"), that
25 Objecting Party shall object in writing by notifying the Producing Party of the dispute and the
26 basis therefore. The parties thereafter shall meet and confer in good faith regarding the disputed
27 claim within seven (7) court days after service of the written objection. In the event that the
28 parties do not resolve their dispute, the Objecting Party may bring a motion for a determination of

1 whether a privilege applies within ten (10) court days of the meet and confer session, but may
2 only contest the asserted privileges on ground other than the inadvertent production of such
3 document(s). In making such a motion, the Objecting Party shall not disclose the content of the
4 document(s) at issue, but may refer to the information contained on the privilege log. Nothing
5 herein shall relieve counsel from abiding by applicable ethical rules regarding inadvertent
6 disclosure and discovery of inadvertently disclosed privileged or otherwise protected material.
7 The failure of any party to provide notice or instructions under this Paragraph shall not constitute
8 a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or
9 other ground for withholding production as to which the Disclosing or Producing Party would be
10 entitled in this action.

11 **25. Inadvertent Production of Non-Discoverable Documents.** If a Producing Party
12 inadvertently produces a document that contains no discoverable information, the Producing Party
13 may request in writing that the Receiving Party return the document, and the Receiving Party will
14 return the document. A Producing Party may not request the return of a document pursuant to
15 this section if the document contains any discoverable information. If a Producing Party
16 inadvertently fails to redact personal information (e.g., a social security number), the Producing
17 Party may provide the Receiving Party a substitute version of the document that redacts the
18 personal information, and the Receiving Party shall return the original, unredacted document to
19 the Producing Party.

20 **26. Return of Information.** Within thirty (30) calendar days after the final
21 disposition of this action, all Confidential Material and/or Highly Confidential Material produced
22 by an opposing party or nonparty (including, without limitation, any copies, extracts or
23 summaries thereof) as part of discovery in this action shall be destroyed by the parties to whom
24 the Confidential Material and/or Highly Confidential Material was produced, and each counsel
25 shall, by declaration delivered to all counsel for the Producing Party, affirm that all such
26 Confidential Material and/or Highly Confidential Material (including, without limitation, any
27 copies, extracts or summaries thereof) has been destroyed; provided, however, that each counsel
28 shall be entitled to retain pleadings, motions and memoranda in support thereof, declarations or

1 affidavits, deposition transcripts and videotapes, or documents reflecting attorney work product or
2 consultant or expert work product, even if such material contains or refers to Confidential
3 Material and/or Highly Confidential Material, but only to the extent necessary to preserve a
4 litigation file with respect to this action.

5 27. **Attorney's Fees.** Nothing in this Protective Order is intended to either expand or
6 limit a prevailing party's right under the Nevada Rules of Civil Procedure or other applicable state
7 or federal law to pursue costs and attorney's fees incurred related to confidentiality designations
8 or the abuse of the process described herein.

9 28. **Injunctive Relief and Sanctions Available for Unauthorized Disclosure or Use**
10 **of Confidential Information or Highly Confidential Information.** The Parties and/or
11 nonparties shall not utilize any Confidential Information and/or Highly Confidential Information
12 for their own personal and/or business advantage or gain, aside from purpose(s) solely related to
13 the instant litigation. The Parties and nonparties acknowledge and agree that unauthorized use
14 and/or disclosure of Confidential Information and/or Highly Confidential Information beyond this
15 litigation shall subject the offending party or nonparty to sanctions contemplated in
16 NRCP 37(b)(2)(A)-(D), up to and including entry of judgment against the offending party in
17 circumstances involving willful disobedience with this order. Further, the Parties and/or
18 nonparties receiving or being given access to Confidential Information and/or Highly Confidential
19 Information acknowledge that monetary remedies would be inadequate to protect each party in
20 the case of unauthorized disclosure or use of Confidential Information or Highly Confidential
21 Information that the Receiving Party only received through discovery in this action and that
22 injunctive relief would be necessary and appropriate to protect each party's rights in the event
23 there is any such unauthorized disclosure or use of Confidential Information or Highly
24 Confidential Information. The availability of injunctive relief to protect against the unauthorized
25 disclosure or use of Confidential Information or Highly Confidential Information shall not be
26 exclusive.

27 29. **Other Actions and Proceedings.** If a Receiving Party (a) is subpoenaed in
28 another action, investigation, or proceeding, (b) is served with a demand in another action,

1 investigation, or proceeding, or (c) is served with any legal process by one not a party to this
2 Protective Order, seeking materials which were produced or designated as Confidential or Highly
3 Confidential pursuant to this Protective Order, the Receiving Party shall give prompt actual
4 written notice by electronic transmission to counsel of record for such Producing Party within
5 five (5) business days of receipt of such subpoena, demand or legal process, or such shorter notice
6 as may be required to provide other parties with the opportunity to object to the immediate
7 production of the requested discovery materials to the extent permitted by law. The burden of
8 opposing enforcement of the subpoena shall fall upon the party or nonparty who produced or
9 designated the Discovery Material as Confidential or Highly Confidential Information. Unless
10 the party or nonparty who produced or designated the Confidential or Highly Confidential
11 Information obtains an order directing that the subpoena not be complied with, and serves such
12 order upon the Receiving Party prior to production pursuant to the subpoena, the Receiving Party
13 shall be permitted to produce documents responsive to the subpoena on the subpoena response
14 date. Compliance by the Receiving Party with any order directing production pursuant to a
15 subpoena of any Confidential or Highly Confidential Information shall not constitute a violation
16 of this Protective Order. Nothing in this Protective Order shall be construed as authorizing a
17 party to disobey a lawful subpoena issued in another action.

18 30. **Execution in Counterparts.** This Protective Order may be signed in counterparts,
19 and a fax or "PDF" signature shall have the same force and effect as an original ink signature.

20 31. **Order Survives Termination.** This Protective Order shall survive the termination
21 of this action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of
22 information disclosed hereunder.

23 DATED this 7th day of February 2013.

DATED this 7th day of February, 2013.

24 PISANELLI BICE PLLC

CAMPBELL & WILLIAMS

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and

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DATED this 7th of day of February, 2013.

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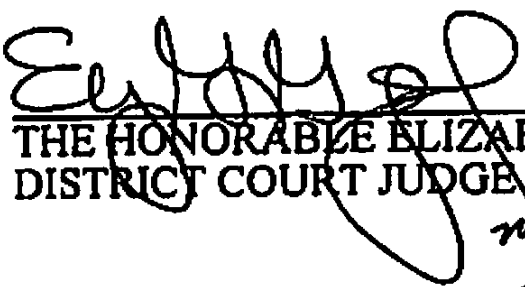
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Attorneys for Elaine P. Wynn

ORDER

IT IS SO ORDERED.

DATED: February 13, 2013



THE HONORABLE ELIZABETH GONZALEZ
DISTRICT COURT JUDGE

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

EXHIBIT A

CONFIDENTIALITY AGREEMENT

I, _____ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order ("the Protective Order") entered in *Wynn Resorts, Limited v. Kazuo Okada, et al.*, Eighth Judicial District Court Case No. A-12-656710-B on _____, _____, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the Eighth Judicial District Court of Nevada so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive "Confidential Information" and/or "Highly Confidential Information" under the terms and conditions of the Protective Order. I further understand and agree that I must treat any "Confidential Information" and/or "Highly Confidential Information" in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

DATED: _____

(Signature)

(Printed Name)

(Address)