

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. _____

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Jul 20 2015 10:59 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 8 OF 17

DATED this 17th day of July, 2015.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice

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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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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

REQUEST FOR PRODUCTION NO. 194:

All Documents concerning Communications concerning WRL exchanged between Kimmarie Sinatra and any Person not acting at the time on behalf of WRL, including but not limited to topics related to the redemption of the Aruze Parties' shares; the loan referred to in Paragraph 88 of the Fourth Amended Counterclaim; and the loan WRL attempted to procure for the Aruze Parties, and any Documents related to these Communications.

RESPONSE TO REQUEST FOR PRODUCTION NO. 194:

Wynn Resorts objects to this Request on the following grounds: (1) it is unduly burdensome and harassing because it is duplicative of and/or overlaps with other requests propounded by the Okada Parties to which Wynn Resorts has already responded (*e.g.*, Request Nos. 30, 33), and other requests propounded by the Okada Parties herein (*e.g.*, Request No. 179-181, 183-185, 194); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it assumes facts; and (4) it is unduly burdensome to the extent it seeks documents already in Defendants' possession, custody, or control through this action.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 195:

All Documents concerning any discussions between WRL and Aruze USA in 2011 or 2012 that WRL would purchase WRL shares from Aruze USA.

RESPONSE TO REQUEST FOR PRODUCTION NO. 195:

Wynn Resorts objects to this Request on the following grounds: (1) it is unduly burdensome and harassing because it is duplicative of and/or overlaps with other requests propounded by the Okada Parties to which Wynn Resorts has already responded (*e.g.*, Request No. 30), and other requests propounded by the Okada Parties herein (*e.g.*, Request Nos. 198, 199); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it is

unduly burdensome to the extent it seeks documents already in Defendants' possession, custody, or control through this action and/or otherwise; and (4) it is objectionable to the extent this Request seeks the mental impressions and work product of counsel and/or seeks documents/communications protected by the attorney-client privilege, common interest privilege, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 196:

All Documents concerning Stephen A. Wynn's refusal of Mr. Okada's request for a release from the Stockholders Agreement in exchange for a pledge of shares, as referenced by Kimmarie Sinatra in the email produced at WYNN00004913.

RESPONSE TO REQUEST FOR PRODUCTION NO. 196:

Wynn Resorts objects to this Request on the following grounds: (1) it is unduly burdensome and harassing because it is duplicative of and/or overlaps with other requests propounded by the Okada Parties to which Wynn Resorts has already responded (*e.g.*, Request No. 30), and other requests propounded by the Okada Parties herein (*e.g.*, Request Nos. 186, 187, 197, 199); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (4) it assumes facts; (5) it is unduly burdensome to the extent it seeks documents already in Defendants' possession, custody, or control through this action; and (6) it is objectionable to the extent this Request seeks the mental impressions and work product of counsel and/or seeks documents/communications protected by the attorney-client privilege, common interest privilege, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not

1 otherwise privileged or protected, to the extent such documents exist and can be located through a
2 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
3 right to supplement this response as discovery continues.

4 **REQUEST FOR PRODUCTION NO. 197:**

5 All Documents concerning Stephen A. Wynn's offer to "assist in identifying a buyer for
6 the aruze[sic] shares that would be willing to enter into the stockholders agreement," as
7 referenced by Kimmarie Sinatra in the email produced at WYNN00004913.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 197:**

9 Wynn Resorts objects to this Request on the following grounds: (1) it is unduly
10 burdensome and harassing because it is duplicative of and/or overlaps with other requests
11 propounded by the Okada Parties to which Wynn Resorts has already responded (*e.g.*, Request
12 No. 30), and other requests propounded by the Okada Parties herein (*e.g.*, Request Nos. 186, 187,
13 196, 199); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is overly broad in scope (*e.g.*, "[a]ll
14 Documents. . ."); (4) it assumes facts; (5) it is unduly burdensome to the extent it seeks documents
15 already in Defendants' possession, custody, or control through this action; and (6) it is
16 objectionable to the extent this Request seeks the mental impressions and work product of counsel
17 and/or seeks documents/communications protected by the attorney-client privilege, common
18 interest privilege, and/or any other privilege or protection afforded under the law.

19 Subject to and without waiving said objections, Wynn Resorts will produce any additional
20 discoverable documents responsive to this Request (as it understands the Request) that are not
21 otherwise privileged or protected, to the extent such documents exist and can be located through a
22 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
23 right to supplement this response as discovery continues.

24 **REQUEST FOR PRODUCTION NO. 198:**

25 All Documents concerning Kimmarie Sinatra's statement that WRL would "agree to
26 purchase" Aruze USA's WRL shares "if necessary," as referenced in the email produced at
27 WYNN00004911.

28

RESPONSE TO REQUEST FOR PRODUCTION NO. 198:

Wynn Resorts objects to this Request on the following grounds: (1) it is unduly burdensome and harassing because it is duplicative of and/or overlaps with other requests propounded by the Okada Parties to which Wynn Resorts has already responded (*e.g.*, Request No. 30), and other requests propounded by the Okada Parties herein (*e.g.*, Request Nos. 186, 187, 191, 192, 199); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (4) it is unduly burdensome to the extent it seeks documents already in Defendants' possession, custody, or control through this action; and (5) it is objectionable to the extent this Request seeks the mental impressions and work product of counsel and/or seeks documents/communications protected by the attorney-client privilege, common interest privilege, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 199:

All Documents concerning any proposal by WRL or its representatives that Aruze USA would be allowed to sell or pledge its WRL shares, but with a right of first refusal to Stephen A. Wynn to purchase the shares.

RESPONSE TO REQUEST FOR PRODUCTION NO. 199:

Wynn Resorts objects to this Request on the following grounds: (1) it is unduly burdensome and harassing because it is duplicative of and/or overlaps with other requests propounded by the Okada Parties to which Wynn Resorts has already responded (*e.g.*, Request Nos. 30, 42), and other requests propounded by the Okada Parties herein (*e.g.*, Request Nos. 196); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (4) it is unduly burdensome to the extent it seeks documents already in Defendants' possession, custody, or control through this action or otherwise; and (5) it

1 is objectionable to the extent this Request seeks the mental impressions and work product of
2 counsel and/or seeks documents/communications protected by the attorney-client privilege,
3 common interest privilege, and/or any other privilege or protection afforded under the law.

4 Subject to and without waiving said objections, Wynn Resorts will produce any additional
5 discoverable documents responsive to this Request (as it understands the Request) that are not
6 otherwise privileged or protected, to the extent such documents exist and can be located through a
7 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
8 right to supplement this response as discovery continues.

9 **REQUEST FOR PRODUCTION NO. 200:**

10 All Documents concerning any offer conveyed by Stephen A. Wynn, either personally or
11 through intermediaries, to purchase Aruze USA's stock in exchange for Stephen A. Wynn not
12 releasing the Freeh Report.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 200:**

14 Wynn Resorts objects to this Request on the following grounds: (1) it is unduly
15 burdensome and harassing because it is duplicative of and/or overlaps with other requests
16 propounded by the Okada Parties to which Wynn Resorts has already responded
17 (*e.g.*, Request No. 30, 42), and other requests propounded by the Okada Parties herein
18 (*e.g.*, Request Nos. 199); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is overly broad in
19 scope (*e.g.*, "[a]ll Documents. . ."); (4) it assumes facts; (5) it is unduly burdensome to the extent
20 it seeks documents already in Defendants' possession, custody, or control through this action; and
21 (6) it is objectionable to the extent this Request seeks the mental impressions and work product of
22 counsel and/or seeks documents/communications protected by the attorney-client privilege,
23 common interest privilege, and/or any other privilege or protection afforded under the law.

24 Subject to and without waiving said objections, Wynn Resorts will produce any additional
25 discoverable documents responsive to this Request (as it understands the Request) that are not
26 otherwise privileged or protected, to the extent such documents exist and can be located through a
27 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
28 right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 201:

All Documents concerning WRL's 2012 annual meeting of the stockholders or any stockholder meeting held for the purpose of electing Class I directors, including without limitation WRL's proxy statements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 201:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action, and thus (4) is overly broad; (5) unduly burdensome, and (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also (7) is unduly burdensome to the extent it seeks documents already in Defendants' possession through this action and/or the writ proceeding; (8) it is unduly burdensome to the extent it is duplicative of other requests the Okada Parties propounded on Wynn Resorts (to which Wynn Resorts responded) (*e.g.*, Request No. 58); and (9) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, the work product doctrine, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 202:

All Documents concerning submissions to the Nominating and Corporate Governance Committee of WRL concerning the nomination of individuals to serve as directors of WRL, as required by paragraph 2(a) of the Stockholders Agreement, other than those nominated by Aruze USA in 2012.

RESPONSE TO REQUEST FOR PRODUCTION NO. 202:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action, and thus (4) is overly broad; (5) unduly burdensome, and (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also (7) is unduly burdensome to the extent it seeks documents already in Defendants' possession through this action and/or the writ proceeding; (8) it is unduly burdensome to the extent it is duplicative of other requests the Okada Parties propounded on Wynn Resorts (to which Wynn Resorts responded) (*e.g.*, Request No. 58); and (9) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, the work product doctrine, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 203:

All Documents concerning Stephen A. Wynn's refusal or acceptance to endorse individuals nominated to serve as directors of WRL, including without limitation to Documents concerning any discussions Stephen A. Wynn had about those endorsements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 203:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action, and thus (4) is overly broad; (5) unduly burdensome, and (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also

(7) is unduly burdensome to the extent it seeks documents already in Defendants' possession through this action and/or the writ proceeding; (8) it is unduly burdensome to the extent it is duplicative of other requests the Okada Parties propounded on Wynn Resorts (to which Wynn Resorts responded) (*e.g.*, Request No. 58); (9) it assumes facts; (10) to the extent this Request seeks records other than those of the Company, this Request is not properly directed to Wynn Resorts; and (11) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, the work product doctrine, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 204:

All Documents concerning the Amended and Restated Stockholders Agreement, enacted on January 6, 2010, including without limitation to Documents concerning (a) Elaine Wynn being made a party to the Stockholders Agreement, alleged in paragraph 72 of the Fourth Amended Counterclaim; (b) the amended language altering the Stockholders Agreement language concerning Aruze USA's right to nominate directors as long as the majority nominees were endorsed by Stephen A. Wynn, as alleged in paragraph 73 of the Fourth Amended Counterclaim.

RESPONSE TO REQUEST FOR PRODUCTION NO. 204:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action (*e.g.*, including without limitation. . ."), and thus (4) is overly broad; (5) unduly burdensome, and (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also (7) is unduly burdensome to the extent it seeks documents already in Defendants' possession through this action and/or the writ proceeding, or

1 otherwise; (8) it assumes facts and/or misstates provisions in the referenced Amended and
2 Restated Stockholders' Agreement; (9) is unduly burdensome to the extent it is duplicative of
3 other requests propounded by the Okada Parties to which Wynn Resorts previously responded
4 (*e.g.*, Request No. 57, 58, 23); and (10) it is objectionable to the extent it seeks information and
5 communications protected by the attorney-client privilege, common interest privilege, the work
6 product doctrine, and/or any other privilege or protection afforded under the law.

7 Subject to and without waiving said objections, Wynn Resorts will produce any additional
8 discoverable documents responsive to this Request (as it understands the Request) that are not
9 otherwise privileged or protected, to the extent such documents exist and can be located through a
10 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
11 right to supplement this response as discovery continues.

12 **REQUEST FOR PRODUCTION NO. 205:**

13 All Documents concerning Mr. Okada's January 24, 2013 letter to the WRL Board
14 concerning WRL's "Cotai Strip" casino development project in Macau, including without
15 limitation to Documents concerning:

- 16 a) any discussions among WRL Board members;
17 b) WRL Board minutes; or
18 c) assessments, Investigations, and analyses conducted by the WRL Board.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 205:**

20 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
21 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks
22 documents and information unrelated to the subject matter of this action and unrelated to any
23 claim or defense asserted in this action, and thus (4) is overly broad; (5) unduly burdensome, and
24 (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also
25 (7) is unduly burdensome to the extent it seeks documents in Defendants' possession through this
26 action and/or the writ proceeding, or otherwise; (8) it seeks highly confidential, commercially
27 sensitive information not publicly accessible; (9) the terms "assessments" and "analyses" are
28 undefined and, under the circumstances, vague and ambiguous, requiring speculation as to their

1 intended meanings; (10) it is a fishing expedition designed to annoy and harass; and (11) it is
2 objectionable to the extent it seeks information and communications protected by the attorney-
3 client privilege, common interest privilege, the work product doctrine, and/or any other privilege
4 or protection afforded under the law.

5 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
6 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
7 admissible evidence in relation to any allegation or defense and/or a court order compels the
8 production after a finding of discoverability.

9 **REQUEST FOR PRODUCTION NO. 206:**

10 All Documents concerning WRL's donation of a \$10 million Ming vase to the Macau
11 Museum in 2006, including without limitation to Documents concerning:

- 12 a) any Communications among WRL Board members;
- 13 b) WRL Board minutes;
- 14 c) assessments, Investigations, and analyses conducted by the WRL Board; or
- 15 d) SEC or other governmental filings.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 206:**

17 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
18 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks
19 documents and information unrelated to the subject matter of this action and unrelated to any
20 claim or defense asserted in this action, and thus (4) is overly broad; (5) unduly burdensome, and
21 (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also
22 (7) is unduly burdensome to the extent it seeks documents in Defendants' possession through this
23 action and/or the writ proceeding, or otherwise; (8) it is unduly burdensome and harassing
24 because it is duplicative of and/or overlaps with other requests propounded by the Okada Parties
25 to which Wynn Resorts previously responded (*e.g.*, Request No. 1(J), 5, 53); (9) it seeks highly
26 confidential, and sensitive commercial, financial, compliance, and/or regulatory information not
27 publicly accessible; (10) it is unduly burdensome to the extent it seeks documents in the public
28 record equally accessible to Defendants; (11) the terms "assessments" and "analyses" are

1 undefined and, under the circumstances, vague and ambiguous, requiring speculation as to their
2 intended meanings; (12) it is a fishing expedition designed to annoy and harass; and (13) it is
3 objectionable to the extent it seeks information and communications protected by the attorney-
4 client privilege, common interest privilege, the work product doctrine, and/or any other privilege
5 or protection afforded under the law.

6 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
7 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
8 admissible evidence in relation to any allegation or defense and/or a court order compels the
9 production after a finding of discoverability.

10 **REQUEST FOR PRODUCTION NO. 207:**

11 All Documents concerning Stephen A. Wynn's statements concerning the reasons for
12 Elaine Wynn's interest in transferring her WRL shares, including without limitation transcripts of
13 meetings alleged in paragraph 85 of the Fourth Amended Counterclaim.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 207:**

15 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
16 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it assumes
17 facts (*e.g.*, existence of transcripts); (4) it is misleading and/or misstates the Okada Parties' own
18 pleading inasmuch as the Okada Parties alleged that they – not Wynn Resorts – purportedly
19 prepared a transcript of the referenced meetings; (5) it is unduly burdensome to the extent it seeks
20 documents in the possession, custody, and/or control of third parties; (6) it is unduly burdensome
21 to the extent it seeks documents in Defendants' possession, custody, or control through the writ
22 proceeding, this action, or otherwise; (7) it is unduly burdensome to the extent it is duplicative of
23 other requests propounded by the Okada Parties to which Wynn Resorts previously responded
24 (*e.g.*, Request No. 31); (8) to the extent this Request seeks records other than those of the
25 Company, this Request is not properly directed to Wynn Resorts; and (9) it is objectionable to the
26 extent it seeks information and communications protected by the attorney-client privilege,
27 common interest privilege, the work product doctrine, and/or any other privilege or protection
28 afforded under the law.

1 Subject to and without waiving said objections, Wynn Resorts will produce any additional
2 discoverable documents responsive to this Request (as it understands the Request) that are not
3 otherwise privileged or protected, to the extent such documents exist and can be located through a
4 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
5 right to supplement this response as discovery continues.

6 **REQUEST FOR PRODUCTION NO. 208:**

7 All Documents concerning Stephen A. Wynn's divorce from Elaine Wynn, including
8 without limitation any Documents concerning:

- 9 a) the divorce settlement;
- 10 b) Communications between Stephen A. Wynn or his representatives and
11 Elaine Wynn or her representatives; or
- 12 c) any due diligence, assessments, Investigations, and analyses related to the assets of
13 either Stephen A. Wynn or Elaine Wynn.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 208:**

15 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
16 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks
17 documents and information unrelated to the subject matter of this action and unrelated to any
18 claim or defense asserted in this action, and thus (4) is overly broad; (5) unduly burdensome, and
19 (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also
20 (7) is a fishing expedition designed to annoy and harass; (8) to the extent this Request seeks
21 records other than those of the Company, this Request is not properly directed to Wynn Resorts
22 (*i.e.*, Mr. Wynn and Ms. Wynn have produced documents to all parties in this action regarding
23 their divorce proceedings in response to discovery request propounded between them); (9) the
24 terms "assessments," "due diligence," and "analyses" are vague and ambiguous, requiring
25 speculation as to their intended meanings; and (10) it is objectionable to the extent it seeks
26 information and communications protected by the attorney-client privilege, common interest
27 privilege, the work product doctrine, and/or any other privilege or protection afforded under the
28 law. In addition,

1 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
2 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
3 admissible evidence in relation to any allegation or defense and/or a court order compels the
4 production after a finding of discoverability.

5 **REQUEST FOR PRODUCTION NO. 209:**

6 All Documents concerning the Valuation of Stephen A. Wynn or Elaine Wynn's shares of
7 WRL for the purpose of their divorce or separation.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 209:**

9 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
10 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it assumes
11 facts; (4) to the extent this Request seeks records other than those of the Company, this Request is
12 not properly directed to Wynn Resorts; and (5) it is objectionable to the extent it seeks
13 information and communications protected by the attorney-client privilege, common interest
14 privilege, the work product doctrine, and/or any other privilege or protection afforded under the
15 law.

16 Subject to and without waiving said objections, Wynn Resorts will produce discoverable
17 documents responsive to this Request (as Wynn Resorts understands the Request) that are not
18 otherwise privileged or protected, to the extent such documents exist and can be located through a
19 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
20 right to supplement this response as discovery continues.

21 **REQUEST FOR PRODUCTION NO. 210:**

22 All WRL Compliance Committee Documents concerning Universal's investments in the
23 Philippines, including without limitation Documents concerning any Communications between
24 Kevin Tourek and Frank Schreck on or around April 4, 2008.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 210:**

26 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
27 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll documents . . ."); (3) it seeks
28 highly confidential, extremely sensitive, commercial, financial, compliance and/or regulatory

1 information); (4) the term "investments" is undefined, and under the circumstances, vague and
2 ambiguous, requiring speculation as to its intended meaning; (5) it is harassing and unduly
3 burdensome to the extent it is duplicative of other requests propounded by the Okada Parties to
4 which Wynn Resorts previously responded (*e.g.*, Request Nos. 13, 34, 67) and other requests
5 propounded by the Okada Parties herein (*e.g.*, Request Nos. 174, 175, 191, 192, 240); and (6) it is
6 objectionable to the extent it seeks information and communications protected by the attorney-
7 client privilege, common interest privilege, the work product doctrine, and/or any other privilege
8 or protection afforded under the law.

9 Subject to and without waiving said objections, Wynn Resorts will produce discoverable
10 documents responsive to this Request (as Wynn Resorts understands the Request) that are not
11 otherwise privileged or protected, to the extent such documents exist and can be located through a
12 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
13 right to supplement this response as discovery continues.

14 **REQUEST FOR PRODUCTION NO. 211:**

15 All Documents concerning public remarks by Stephen A. Wynn concerning Universal's
16 pursuit of a casino project in the Philippines, including but not limited to talking points,
17 memoranda, handwritten notes, Documents concerning Communications, outlines, and/or
18 transcripts.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 211:**

20 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
21 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll documents . . . "); (3) it assumes
22 facts; (4) it is unduly burdensome to the extent it seeks "public" documents that are thus equally
23 available to the Okada Parties; (5) to the extent this Request seeks records other than those of the
24 Company, this Request is not properly directed to Wynn Resorts; (6) it is unduly burdensome to
25 the extent it seeks documents in Defendants' possession through this action and/or the writ
26 proceeding, or otherwise; and (7) it is objectionable to the extent it seeks information and
27 communications protected by the attorney-client privilege, common interest privilege, the work
28 product doctrine, and/or any other privilege or protection afforded under the law.

1 Subject to and without waiving said objections, Wynn Resorts will produce any additional
2 discoverable documents responsive to this Request (as Wynn Resorts understands the Request)
3 that are not otherwise privileged or protected, to the extent such documents exist and can be
4 located through a reasonable search and review process. Discovery is continuing, and
5 Wynn Resorts reserves the right to supplement this response as discovery continues.

6 **REQUEST FOR PRODUCTION NO. 212:**

7 All Documents concerning the "direct inquiry by WRL management" referenced in
8 paragraph 28 of the Second Amended Complaint.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 212:**

10 Wynn Resorts objects to this Request on the following grounds: (1) it is unduly
11 burdensome and harassing because it is duplicative of and/or overlaps with other Requests
12 propounded by the Okada Parties herein (*e.g.*, Request No. 172, 176); (2) it is overly broad in
13 time (*i.e.*, unlimited); (3) it is overly broad in scope (*e.g.*, "[a]ll Documents . . ."): (4) it is unduly
14 burdensome to the extent it seeks documents already in Defendants' possession, custody, or
15 control through this action and/or otherwise; and (5) it is objectionable to the extent it seeks
16 information and communications protected by the attorney-client privilege, common interest
17 privilege, work product doctrine, and/or any other privilege or protection afforded under the law.

18 Subject to and without waiving said objections, Wynn Resorts will produce any
19 discoverable documents responsive to this Request (as it understands the Request) that are not
20 otherwise privileged or protected, to the extent such documents exist and can be located through a
21 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
22 right to supplement this response as discovery continues.

23 **REQUEST FOR PRODUCTION NO. 213:**

24 All Documents concerning WRL's determination, referenced in Paragraph 29 of the
25 Second Amended Complaint, that further inquiry was warranted into Mr. Okada's Business Plans
26 and activities in the Philippines.

RESPONSE TO REQUEST FOR PRODUCTION NO. 213:

Wynn Resorts objects to this Request on the following grounds: (1) it is unduly burdensome and harassing because it is duplicative of other Requests propounded by the Okada Parties to which Wynn Resorts previously responded (*e.g.*, Request Nos. 14, 34, 66) and other requests propounded by the Okada Parties herein (*e.g.*, Request Nos. 174, 176); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is overly broad in scope (*e.g.*, "[a]ll Documents . . ."); (4) it is unduly burdensome to the extent it seeks documents already in Defendants' possession, custody, or control through this action and/or otherwise; and (5) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, work product doctrine, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as it understands the Request) that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 214:

All Documents concerning WRL's allegation in Paragraph 34 of the Second Amended Complaint that "Mr. Okada stated that he personally rejected WRL's anti-bribery rules and regulations, as well as legal prohibitions against making such payments to government officials."

RESPONSE TO REQUEST FOR PRODUCTION NO. 214:

Wynn Resorts objects to this Request on the following grounds: (1) it is unduly burdensome and harassing because it is duplicative of other requests propounded by the Okada Parties to which Wynn Resorts previously responded (*e.g.*, Request Nos. 68, 65); (2) it is overly broad in time (*i.e.*, unlimited); (3) overly broad in scope (*e.g.*, "[a]ll Documents . . ."); (4) is unduly burdensome to the extent it seeks documents already in Defendants' possession through this action and/or the writ proceeding, and/or otherwise; (5) to the extent this Request seeks records other than those of the Company, this Request is not properly directed to Wynn Resorts; and (5) it is objectionable to the extent it seeks information and communications protected by the

1 attorney-client privilege, common interest privilege, the work product doctrine, and/or any other
2 privilege or protection afforded under the law.

3 Subject to and without waiving said objections, Wynn Resorts will produce any additional
4 discoverable documents responsive to this Request (as Wynn Resorts understands the Request)
5 that are not otherwise privileged or protected, to the extent such documents exist and can be
6 located through a reasonable search and review process. Discovery is continuing, and
7 Wynn Resorts reserves the right to supplement this response as discovery continues.

8 **REQUEST FOR PRODUCTION NO. 215:**

9 All Documents concerning Communications between WRL and the NGCB, the FBI, DOJ,
10 and/or the Philippine Department of Justice concerning Mr. Okada, Universal, and/or Aruze USA
11 and their affiliates.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 215:**

13 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
14 time (*i.e.*, unlimited); (2) overly broad in scope (*e.g.*, "[a]ll Documents . . ."); (3) it improperly
15 seeks information and/or documents that may be related to a criminal/civil investigations pending
16 against Defendants by each and/or all governmental and regulatory agencies named in the
17 Request; (4) to the extent this Requests seeks documents by and between the Company and
18 Nevada gaming regulators, the Request seeks documents and communications protected by
19 NRS 463.3407 and NRS 463.120; (5) it is a fishing expedition; (6) it is unduly burdensome to the
20 extent it is duplicative of other requests propounded by the Okada Parties to which Wynn Resorts
21 previously responded (*e.g.*, Request No. 53); and (7) it is objectionable to the extent it seeks
22 information and communications protected by the attorney-client privilege, common interest
23 privilege, the work product doctrine, and/or any other privilege or protection afforded under the
24 law.

25 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
26 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
27 admissible evidence in relation to any allegation or defense and/or a court order compels the
28 production after a finding of discoverability.

REQUEST FOR PRODUCTION NO. 216:

All Documents concerning Communications between WRL and news organizations, including but not limited to Reuters, concerning Mr. Okada, Universal, and/or Aruze USA and their affiliates.

RESPONSE TO REQUEST FOR PRODUCTION NO. 216:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited) (2) overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) overly broad in scope inasmuch as it seeks "[a]ll Documents constituting a translation of a Communication. . ." regardless of the topic of any such communication or document; (4) it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action, and thus (5) is unduly burdensome, and (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also (7) is unduly burdensome to the extent it seeks documents already in Defendants' possession through this action and/or the writ proceeding; (8) the term "news organization" is undefined, vague and ambiguous, requiring speculation as to its intended meaning; (9) to the extent this Request seeks records other than those of the Company, this Request is not properly directed to Wynn Resorts; (10) is a fishing expedition designed to annoy and harass; (11) is unduly burdensome to the extent it is duplicative of other requests propounded by the Okada Parties herein (*e.g.*, Request Nos. 78, 84); and (12) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, the work product doctrine, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts will produce discoverable documents responsive to this Request (as Wynn Resorts understands the Request) related to allegations, claims, and/or defenses in this action that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 217:

All Documents concerning or supporting WRL's allegation in Paragraph 67 of the Second Amended Complaint that "despite requests to do so at Board meetings and in conversations with senior executives of WRL, Mr. Okada refused to supply information about his activities in the Philippines and indeed refused to confirm even that he had determined to proceed with his Philippine project."

RESPONSE TO REQUEST FOR PRODUCTION NO. 217:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (2) it is unduly burdensome to the extent it seeks documents already in Defendants' possession, custody, or control (or that of their agents) through the writ proceeding and this action; (3) it is unduly burdensome to the extent it seeks documents in the possession, custody, or control of Defendants (or that of their agents), which Defendants are required to produce in this action; (4) it is unduly burdensome and harassing to the extent it is duplicative of and/or overlaps with requests the Okada Parties previously propounded on Wynn Resorts (to which Wynn Resorts already responded) (*e.g.*, Request No. 14, 34, 35, 39, 65, 66, 68), and with requests that the Okada Parties propounded herein (*e.g.*, Request Nos. 172, 174, 176, 212, 213, 214). (5) In addition, Wynn Resorts objects to this Request to the extent it seeks the mental impressions and work product of counsel and/or seeks documents/communications protected by the attorney-client privilege, including, but not limited to, documents exchanged by and between Wynn Resorts and its counsel. (6) Relatedly, Wynn Resorts objects to this Request because, by asking counsel to sort through and identify documents that "support" something, the Request calls for a legal conclusion and explicitly seeks counsel's impressions, conclusions, opinions, and/or legal theories (*i.e.*, work product), which are protected from disclosure.

Subject to and without waiving said objections, Wynn Resorts will produce any additional discoverable documents responsive to this Request (as Wynn Resorts understands the Request) related to allegations, claims, and/or defenses in this action that are not otherwise privileged or protected, to the extent such documents exist and can be located through a reasonable search and

1 review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this
2 response as discovery continues.

3 **REQUEST FOR PRODUCTION NO. 218:**

4 All Documents concerning or supporting WRL's allegation in Paragraph 67 of the
5 Second Amended Complaint that "through his counsel, Mr. Okada refused to cooperate with the
6 Company's Investigations concerning his activities in the Philippines or to provide any
7 explanation for the troubling evidence that was brought to Mr. Okada and his counsel's attention
8 by WRL and its attorneys."

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 218:**

10 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
11 scope (*e.g.*, "[a]ll Documents. . ."); (2) it is unduly burdensome to the extent it seeks documents
12 already in Defendants' possession, custody, or control (or that of their agents) through the writ
13 proceeding and this action; (3) it is unduly burdensome to the extent it seeks documents in the
14 possession, custody, or control of Defendants (or that of their agents), which Defendants are
15 required to produce in this action; (4) it is unduly burdensome and harassing to the extent it is
16 duplicative of and/or overlaps with requests the Okada Parties previously propounded on
17 Wynn Resorts (to which Wynn Resorts already responded) (*e.g.*, Request No. 34, 35, 39), and
18 with requests that the Okada Parties propounded herein (*e.g.*, Request Nos. 172, 174, 212, 213).
19 (5) In addition, Wynn Resorts objects to this Request to the extent it seeks the mental impressions
20 and work product of counsel and/or seeks documents/communications protected by the attorney-
21 client privilege, including, but not limited to, documents exchanged by and between
22 Wynn Resorts and its counsel. (6) Relatedly, Wynn Resorts objects to this Request because, by
23 asking counsel to sort through and identify documents that "support" something, the Request calls
24 for a legal conclusion and explicitly seeks counsel's impressions, conclusions, opinions, and/or
25 legal theories (*i.e.*, work product), which are protected from disclosure.

26 Subject to and without waiving said objections, Wynn Resorts will produce any additional
27 discoverable documents responsive to this Request (as Wynn Resorts understands the Request)
28 related to allegations, claims, and/or defenses in this action that are not otherwise privileged or

1 protected, to the extent such documents exist and can be located through a reasonable search and
2 review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this
3 response as discovery continues.

4 **REQUEST FOR PRODUCTION NO. 219:**

5 All Documents concerning or supporting WRL's allegation in Paragraph 68 of the
6 Second Amended Complaint that "Mr. Okada purposefully covered his tracks to prevent WRL
7 from discovering the extent of his questionable conduct."

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 219:**

9 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
10 scope (*e.g.*, "[a]ll Documents. . ."); (2) it is unduly burdensome to the extent it seeks documents
11 already in Defendants' possession, custody, or control (or that of their agents) through the writ
12 proceeding and this action; (3) it is unduly burdensome to the extent it seeks documents in the
13 possession, custody, or control of Defendants (or that of their agents), which Defendants are
14 required to produce in this action; (4) it is unduly burdensome and harassing to the extent it is
15 duplicative of and/or overlaps with requests the Okada Parties previously propounded on
16 Wynn Resorts (to which Wynn Resorts already responded) (*e.g.*, Request No. 34, 39), and with
17 requests that the Okada Parties propounded herein (*e.g.*, Request Nos. 173, 217, 218). (5) In
18 addition, Wynn Resorts objects to this Request to the extent it seeks the mental impressions and
19 work product of counsel and/or seeks documents/communications protected by the attorney-client
20 privilege, including, but not limited to, documents exchanged by and between Wynn Resorts and
21 its counsel. (6) Relatedly, Wynn Resorts objects to this Request because, by asking counsel to sort
22 through and identify documents that "support" something, the Request calls for a legal conclusion
23 and explicitly seeks counsel's impressions, conclusions, opinions, and/or legal theories
24 (*i.e.*, work product), which are protected from disclosure.

25 Subject to and without waiving said objections, Wynn Resorts will produce any additional
26 discoverable documents responsive to this Request (as Wynn Resorts understands the Request)
27 related to allegations, claims, and/or defenses in this action that are not otherwise privileged or
28 protected, to the extent such documents exist and can be located through a reasonable search and

1 review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this
2 response as discovery continues.

3 **REQUEST FOR PRODUCTION NO. 220:**

4 All Documents concerning or supporting the statement, on page 5 of WRL's Memorandum
5 of Points and Authorities in support of its Opposition to Mr. Okada's Petition for a
6 Writ of Mandamus, that the value of Aruze USA Inc.'s shares of WRL is approximately
7 \$2.9 billion.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 220:**

9 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
10 scope (*e.g.*, "[a]ll Documents. . ."); (2) it is unduly burdensome to the extent it seeks documents
11 already in Defendants' possession, custody, or control (or that of their agents) through the writ
12 proceeding and this action; (3) it is unduly burdensome to the extent it seeks documents in the
13 possession, custody, or control of Defendants (or that of their agents), which Defendants are
14 required to produce in this action; (4) it is unduly burdensome and harassing to the extent it is
15 duplicative of and/or overlaps with requests the Okada Parties previously propounded on
16 Wynn Resorts (to which Wynn Resorts already responded) (*e.g.*, Request Nos. 46, 50), and with
17 requests that the Okada Parties propounded herein (*e.g.*, Request No. 221). (5) In addition,
18 Wynn Resorts objects to this Request to the extent it seeks the mental impressions and work
19 product of counsel and/or seeks documents/communications protected by the attorney-client
20 privilege, including, but not limited to, documents exchanged by and between Wynn Resorts and
21 its counsel. (6) Relatedly, Wynn Resorts objects to this Request because, by asking counsel to sort
22 through and identify documents that "support" something, the Request calls for a legal conclusion
23 and explicitly seeks counsel's impressions, conclusions, opinions, and/or legal theories
24 (*i.e.*, work product), which are protected from disclosure.

25 Subject to and without waiving said objections, Wynn Resorts responds as follows:
26 Wynn Resorts will supplement its prior production with any and all additional discoverable
27 documents responsive to this Request (as Wynn Resorts understands the Request) that are not
28 otherwise privileged or protected, to the extent such documents exist and can be located through a

1 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
2 right to supplement this response as discovery continues.

3 **REQUEST FOR PRODUCTION NO. 221:**

4 All Documents concerning WRL's retention of Moelis for a Valuation of Aruze USA's
5 shares in WRL, including without limitation:

- 6 a) all Documents concerning the decision to retain Moelis;
- 7 b) all Documents concerning the terms of the retention of Moelis, including the terms
8 of its compensation;
- 9 c) all Documents concerning Communications between WRL and Moelis;
- 10 d) all Documents collected, reviewed or prepared by Moelis during this retention;
- 11 e) all draft and final versions of the Valuation conducted by Moelis; or
- 12 f) all Documents concerning Communications with any Person or entity outside of
13 WRL concerning the Valuation.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 221:**

15 Wynn Resorts objects to this Request on the following grounds: (1) it is unduly
16 burdensome and harassing because it is duplicative of and/or overlaps with requests the
17 Okada Parties previously propounded on Wynn Resorts (to which Wynn Resorts already
18 responded) (*e.g.*, Request Nos. 46, 48); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is
19 overly broad in scope in that it seeks "[a]ll Documents concerning . . ." and "all documents
20 concerning Communications. . ." and thus (4) is unduly burdensome; and (5) not reasonably
21 calculated to lead to the discovery of admissible evidence. In addition, (6) it is unduly
22 burdensome to the extent it seeks documents already produced in this action and thus already in
23 Defendants' possession, custody, or control; (7) it is unduly burdensome to the extent it seeks
24 documents in the possession, custody, and/or control of third parties; and (8) it is objectionable to
25 the extent it seeks information and communications protected by the attorney-client privilege,
26 common interest privilege, the work product doctrine, and/or any other privilege or protection
27 afforded under the law.

1 Subject to and without waiving said objections, Wynn Resorts responds as follows:
2 Wynn Resorts incorporates its responses to Request Nos. 46 and 48 as if fully restated herein. In
3 addition, Wynn Resorts will supplement its prior production with any additional discoverable
4 documents responsive to this Request (as Wynn Resorts understands the Request) that are not
5 otherwise privileged or protected, to the extent such documents exist and can be located through a
6 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
7 right to supplement this response as discovery continues.

8 **REQUEST FOR PRODUCTION NO. 222:**

9 All Documents concerning WRL's retention of Duff & Phelps for a solvency and surplus
10 analysis related to the purported redemption of Aruze USA's shares in WRL, including without
11 limitation:

- 12 a) all Documents concerning the decision to retain the Duff & Phelps;
- 13 b) all Documents concerning the terms of the retention of Duff & Phelps, including
14 the terms of its compensation;
- 15 c) all Documents concerning Communications between WRL and Duff & Phelps;
- 16 d) all Documents collected, reviewed or prepared by Duff & Phelps during this
17 retention;
- 18 e) all draft and final versions of the report prepared by Duff & Phelps; or
- 19 f) all Documents concerning Communications with any Person or entity outside of
20 WRL concerning the report.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 222:**

22 Wynn Resorts objects to this Request on the following grounds: (1) it is unduly
23 burdensome and harassing because it is duplicative of and/or overlaps with requests the
24 Okada Parties previously propounded on Wynn Resorts (to which Wynn Resorts already
25 responded) (*e.g.*, Request Nos. 47, 49); (2) it is overly broad in time (*i.e.*, unlimited); (3) it is
26 overly broad in scope in that it seeks "[a]ll Documents concerning . . ." and "all documents
27 concerning Communications. . ." and thus (4) is unduly burdensome; and (5) not reasonably
28 calculated to lead to the discovery of admissible evidence. In addition, (6) it is unduly

1 burdensome to the extent it seeks documents already produced in this action and thus already in
2 Defendants' possession, custody, or control; (7) it is unduly burdensome to the extent it seeks
3 documents in the possession, custody, and/or control of third parties; and (8) it is objectionable to
4 the extent it seeks information and communications protected by the attorney-client privilege,
5 common interest privilege, the work product doctrine, and/or any other privilege or protection
6 afforded under the law.

7 Subject to and without waiving said objections, Wynn Resorts responds as follows:
8 Wynn Resorts incorporates its responses to Request Nos. 47 and 49 as if fully restated herein. In
9 addition, Wynn Resorts will supplement its prior production with any additional discoverable
10 documents responsive to this Request (as Wynn Resorts understands the Request) that are not
11 otherwise privileged or protected, to the extent such documents exist and can be located through a
12 reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the
13 right to supplement this response as discovery continues.

14 **REQUEST FOR PRODUCTION NO. 223:**

15 All Documents concerning, underlying, supporting, and/or used for preparing the WRL's
16 Form 8-K released on March 2, 2012.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 223:**

18 Wynn Resorts objects to this Request on the following grounds: (1) it seeks documents
19 and information unrelated to the subject matter, claims or defenses in this action (*e.g.*, the Cotai
20 Land Concession) and thus is (2) overly broad; (3) unduly burdensome; and (4) not reasonably
21 calculated to lead to the discovery of admissible evidence in this action; (5) it is overly broad in
22 scope (*e.g.*, "[a]ll Documents . . ."); (6) it is overly broad in time (*i.e.*, unlimited); (7) it is a blatant
23 fishing expedition designed to annoy and harass; (8) it seeks confidential and proprietary
24 information (which, again, is unrelated to the claims or defenses in this action and thus is not
25 reasonably calculated to lead to the discovery of admissible evidence in this action); (9) to the
26 extent this Request seeks documents from Wynn Macau, a non-party to this action, a Rule 34
27 request is insufficient to compel the production of this third-party's records and Defendants are
28 required to follow the appropriate legal processes to compel the records of a third party; (10) to

1 the extent the Request seeks documents from Wynn Macau that reside only in Macau, the Request
2 seeks documents containing personal information of third parties protected by the Macau Personal
3 Data Privacy Act; (11) to the extent this Request seeks documents related to the bidding process
4 and tender for the Macau license (which includes land), Wynn Resorts objects based upon Macao
5 SAR Law n.º 16/2001, which is Macau's gaming regulatory statute governing gaming
6 concessionaires, operators, and the tender process. Section I, Article 16 provides as follows:
7 "The bidding processes, the documents and data included, as well as all documents and data
8 related to the tender, are confidential and cannot be accessed or consulted by third parties";
9 (12) it is objectionable to the extent it seeks information and communications protected by the
10 attorney-client privilege, common interest privilege, the work product doctrine, and/or any other
11 privilege or protection afforded under the law; and (13) it is unduly burdensome and harassing
12 because it is duplicative of and/or overlaps with requests Defendants already propounded (to
13 which Wynn Resorts already responded) in this action (*e.g.*, Request Nos. 1, 51-53) and
14 duplicative of and/or overlaps with multiple other requests herein (*e.g.*, Request Nos. 89, 118,
15 119, 120, 122, 128-135, 137-139, 141-149) and other requests propounded by the Okada Parties
16 (*e.g.*, Request Nos. 279). (14) In addition, Wynn Resorts objects to this Request to the extent it
17 seeks the mental impressions and work product of counsel and/or seeks
18 documents/communications protected by the attorney-client privilege, including, but not limited
19 to, documents exchanged by and between Wynn Resorts and its counsel. (15) Relatedly,
20 Wynn Resorts objects to this Request because, by asking counsel to sort through and identify
21 documents that "support" something, the Request calls for a legal conclusion and explicitly seeks
22 counsel's impressions, conclusions, opinions, and/or legal theories (*i.e.*, work product), which are
23 protected from disclosure.

24 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
25 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
26 admissible evidence in relation to any allegation or defense and/or a court order compels the
27 production after a finding of discoverability.

28

REQUEST FOR PRODUCTION NO. 224:

All Documents from concerning [sic] Stephen A. Wynn's, a member of the WRL Board's, a Counterdefendant's, WRL's, or any other Persons' licensing, suitability, or other similar determination by the NGCB, the Commission, or similar bodies of any other state, nation, tribe, or other governmental unit, including but not limited to Missouri, Illinois, Mississippi, Massachusetts, the Philippines, China, Macau, or Japan, or any decisions not to seek such a determination because of concerns about a negative outcome.

RESPONSE TO REQUEST FOR PRODUCTION NO. 224:

Wynn Resorts objects to this Request on the following grounds: (1) it seeks non-discoverable/irrelevant documents and information unrelated to the subject matter, claims or defenses in this action and thus is (2) overly broad; (3) unduly burdensome; and (4) not reasonably calculated to lead to the discovery of admissible evidence in this action; (5) it is overly broad in scope (*e.g.*, "[a]ll Documents . . ."); (6) it is overly broad in time (*i.e.*, unlimited); (7) the terms "licensing," "suitability," and "other similar determination" are undefined, and under the circumstances, vague and ambiguous, requiring speculation as to their intended meanings; (8) to the extent this Requests seeks documents by and between the Company and Nevada gaming regulators, the Request seeks documents and communications protected by NRS 463.3407 and NRS 463.120; (9) it is a blatant fishing expedition designed to annoy and harass; (10) it seeks highly confidential, sensitive commercial, proprietary, compliance, and/or regulatory documents and information (which, again, is unrelated to the claims or defenses in this action and thus is not reasonably calculated to lead to the discovery of admissible evidence in this action); (11) to the extent this Request seeks documents from Wynn Macau or other non-party to this action, a Rule 34 request is insufficient to compel the production of this third-party's records and Defendants are required to follow the appropriate legal processes to compel the records of a third party; (12) to the extent the Request seeks documents from Wynn Macau that reside only in Macau, the Request seeks documents containing personal information of third parties protected by the Macau Personal Data Privacy Act; (13) to the extent this Request seeks documents related to the bidding process and tender for the Macau license (which includes land), Wynn Resorts objects

1 based upon Macao SAR Law n.º 16/2001, which is Macau's gaming regulatory statute governing
2 gaming concessionaires, operators, and the tender process. Section I, Article 16 provides as
3 follows: "The bidding processes, the documents and data included, as well as all documents and
4 data related to the tender, are confidential and cannot be accessed or consulted by third parties . . .
5 ."; (14) it is objectionable to the extent it seeks information and communications protected by the
6 attorney-client privilege, common interest privilege, the work product doctrine, and/or any other
7 privilege or protection afforded under the law; and (15) it is unduly burdensome and harassing
8 because it is duplicative of and/or overlaps with other requests by the Okada Parties herein
9 (*e.g.*, Request Nos. 83, 96, 103, 225, 226, 231, 232).

10 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
11 Defendants narrow this Request and/or demonstrate how the Request is reasonably calculated to
12 lead to the discovery of admissible evidence in relation to any allegation or defense and/or a court
13 order compels the production after a finding of discoverability.

14 **REQUEST FOR PRODUCTION NO. 225:**

15 All Documents concerning the divorce or separation of Stephen A. Wynn and
16 Elaine Wynn affecting the control, operation, ownership, management of, or otherwise related to,
17 WRL, including any Documents reflecting on the suitability or license-ability of the parties, and
18 any related or side agreements.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 225:**

20 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
21 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . .";
22 (3) it is overly broad in scope in that it seeks any and all documents concerning the separation
23 and/or divorce of Mr. and Ms. Wynn that is in some way "related to WRL"; it is thus (4) unduly
24 burdensome and (5) not reasonably calculated to lead to the discovery of admissible evidence in
25 this action. As broadly drafted, (6) it is a fishing expedition for the improper purpose to annoy
26 and harass; (7) it is unduly burdensome to the extent it seeks documents already produced in this
27 action and thus already in Defendants' possession; (8) the terms "related agreements" and "side
28 agreements" are vague and ambiguous, requiring speculation as to their intended meanings; (9) to

1 the extent this Request seeks records other than those of the Company, this Request is not
2 properly directed to Wynn Resorts (*i.e.*, Mr. Wynn and Ms. Wynn have produced documents to
3 all parties in this action regarding their divorce proceedings in response to discovery request
4 propounded between them); (10) the Request is unduly burdensome and harassing to the extent it
5 is duplicative of other requests propounded by the Okada Parties (*e.g.*, Request No. 208); and
6 (11) it is objectionable to the extent it seeks information and communications protected by the
7 attorney-client privilege, common interest privilege, work product doctrine, and/or any other
8 privilege or protection afforded under the law.

9 Subject to and without waiving said objections, Wynn Resorts will produce any
10 discoverable documents responsive to this Request (as Wynn Resorts understands the Request)
11 that are not otherwise privileged or protected related to the Stockholders Agreement only, to the
12 extent such documents exist and can be located through a reasonable search and review process.
13 However, Wynn Resorts will not respond beyond this limitation unless and until Defendants
14 demonstrate how the Request is reasonably calculated to lead to the discovery of admissible
15 evidence in relation to any allegation or defense and/or a court order compels the production after
16 a finding of discoverability.

17 **REQUEST FOR PRODUCTION NO. 226:**

18 All Documents concerning any potential or threatened determination of unsuitability of
19 WRL or any Counterdefendant by any state or local gaming regulatory body in the United States,
20 including but not limited to Massachusetts and Pennsylvania. Specifically, this request includes
21 any Documents concerning any investigation of WRL's acquisition or purchase of land located on
22 Waters Avenue in Everett, Massachusetts and any potential connection with previous owners
23 Charles Lightbody and Gary P. DeCicco.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 226:**

25 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
26 time (*i.e.*, unlimited) in time; (2) it is overly broad in scope in that it seeks "[a]ll Documents
27 concerning. . ."; (3) it is overly broad in scope because, as expressly narrowed by the
28 Okada Parties, the Request is not connected to the subject matter of this action, nor any claim or

1 defense asserted in this action; thus it is (4) unduly burdensome; and (5) not reasonably calculated
2 to lead to the discovery of admissible evidence in this action; (6) it is a fishing expedition with the
3 improper purpose to annoy and harass; (7) to the extent this Request seeks documents by and
4 between the Company and Nevada gaming regulators, the Request seeks documents and
5 communications protected by NRS 463.3407 and NRS 463.120; (8) the terms "potential or
6 threatened determination" is/are vague and ambiguous, requiring speculation as to their/its
7 intended meaning; (9) it seeks highly confidential, extremely sensitive, commercial, financial,
8 compliance and/or regulatory information; (10) it is unduly burdensome and harassing to the
9 extent it is duplicative of other requests herein; and (11) it is objectionable to the extent it seeks
10 information and communications protected by the attorney-client privilege, common interest
11 privilege, work product doctrine, and/or any other privilege or protection afforded under the law.

12 Subject to and without waiving said objections, Wynn Resorts responds as follows:
13 Wynn Resorts will produce any discoverable documents responsive to this Request (as Wynn
14 Resorts understands the Request) that are not otherwise privileged or protected that are responsive
15 to this Request as it relates to the Okada Parties' conduct that is the subject matter of this action,
16 to the extent such documents exist and can be located through a reasonable search and review
17 process. However, Wynn Resorts will not respond or produce any documents "concerning any
18 [alleged] investigation of WRL's acquisition or purchase of land located on Waters Avenue in
19 Everett, Massachusetts and any potential connection with previous owners Charles Lightbody and
20 Gary P. DeCicco" unless and until Defendants demonstrate how the Request is reasonably
21 calculated to lead to the discovery of admissible evidence in relation to any allegation or defense
22 and/or a court order compels the production after a finding of discoverability Discovery is
23 continuing, and Wynn Resorts reserves the right to supplement this response as discovery
24 continues.

25 **REQUEST FOR PRODUCTION NO. 227:**

26 All Documents concerning WRL's acquisition of property on Waters Avenue on Everett,
27 Massachusetts, including but not limited to any Communications with or concerning
28 Charles Lightbody, Gary DeCicco, or any Person affiliated with either.

RESPONSE TO REQUEST FOR PRODUCTION NO. 227:

Wynn Resorts objects to this Request on the following grounds: (1) it seeks documents and information entirely unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action, and thus is (2) overly broad, (3) unduly burdensome, and (4) not reasonably calculated to lead to the discovery of admissible evidence; (5) it is overly broad (*i.e.*, unlimited) in time; (6) it a fishing expedition with an improper purpose to annoy and harass and potentially to compete; (7) it seeks highly confidential, extremely sensitive, commercial information, financial information, and business plans (again, none of which is related to this action); (8) it is overly broad in scope in that it seeks "[a]ll Documents . . ."; and (9) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, the work product doctrine, and/or any other privilege or protection afforded under the law.

In light of the foregoing, Wynn Resorts will not respond to this Request unless and until Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of admissible evidence in relation to any allegation or defense and/or a court order compels the production after a finding of discoverability.

REQUEST FOR PRODUCTION NO. 228:

All Documents from 2008 to present concerning discussions and/or agreements between WRL and Mayor Carlo DeMaria, including but not limited to any related to WRL's acquisition or purchase of land located on Waters Avenue in Everett, Massachusetts, for a possible casino project.

RESPONSE TO REQUEST FOR PRODUCTION NO. 228:

Wynn Resorts objects to this Request on the following grounds: (1) it seeks documents and information entirely unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action, and thus is (2) overly broad, (3) unduly burdensome, and (4) not reasonably calculated to lead to the discovery of admissible evidence; (5) it is a fishing expedition with an improper purpose to annoy and harass and potentially to compete; (6) it seeks highly confidential, extremely sensitive, commercial information, financial information, and business

1 plans (again, none of which is related to this action); (7) it is overly broad in scope in that it seeks
2 "[a]ll Documents . . ."; and (8) it is objectionable to the extent it seeks information and
3 communications protected by the attorney-client privilege, common interest privilege, the work
4 product doctrine, and/or any other privilege or protection afforded under the law.

5 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
6 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
7 admissible evidence in relation to any allegation or defense and/or a court order compels the
8 production after a finding of discoverability.

9 **REQUEST FOR PRODUCTION NO. 229:**

10 All Documents concerning the loss or revocation of gaming licenses held by WRL or any
11 Counterdefendant from any state or local gaming regulatory body in the United States.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 229:**

13 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
14 time (*i.e.*, unlimited) in time; (2) it is overly broad in scope in that it seeks "[a]ll Documents
15 concerning. . ."; (3) it is overly broad in scope because the Request is not connected to the subject
16 matter of this action (*i.e.*, to the Okada Parties' conduct), nor any claim or defense asserted in this
17 action; thus it is (4) unduly burdensome; and (5) not reasonably calculated to lead to the discovery
18 of admissible evidence in this action; (6) it assumes facts; (7) it is a fishing expedition with the
19 improper purpose to annoy and harass; (8) to the extent this Requests seeks documents by and
20 between the Company and Nevada gaming regulators, the Request seeks documents and
21 communications protected by NRS 463.3407 and NRS 463.120; (9) it seeks highly confidential,
22 extremely sensitive, commercial, financial, compliance and/or regulatory information; (10) it is
23 unduly burdensome and harassing to the extent it is duplicative of other requests herein
24 (*e.g.*, Request. 53); and (11) it is objectionable to the extent it seeks information and
25 communications protected by the attorney-client privilege, common interest privilege, work
26 product doctrine, and/or any other privilege or protection afforded under the law.

27 Subject to and without waiving said objections, Wynn Resorts responds as follows:
28 Wynn Resorts will produce any discoverable documents that are not otherwise privileged or

1 protected that are responsive to this Request (as Wynn Resorts understands the Request) as it
2 relates to the Okada Parties' conduct that is the subject matter of this action, to the extent such
3 documents exist and can be located through a reasonable search and review process. Discovery is
4 continuing, and Wynn Resorts reserves the right to supplement this response as discovery
5 continues.

6 **REQUEST FOR PRODUCTION NO. 230:**

7 All Documents concerning the loss or potential loss or revocation of gaming licenses held
8 by WRL or any Counterdefendant from any state or local gaming regulatory body in the
9 United States.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 230:**

11 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
12 time (*i.e.*, unlimited) in time; (2) it is overly broad in scope in that it seeks "[a]ll Documents
13 concerning. . ."; (3) it is overly broad in scope because the Request is not connected to the subject
14 matter of this action (*i.e.*, to the Okada Parties' conduct), nor any claim or defense asserted in this
15 action; thus it is (4) unduly burdensome; and (5) not reasonably calculated to lead to the discovery
16 of admissible evidence in this action; (6) it is a fishing expedition with the improper purpose to
17 annoy and harass; (7) to the extent this Requests seeks documents by and between the Company
18 and Nevada gaming regulators, the Request seeks documents and communications protected by
19 NRS 463.3407 and NRS 463.120; (8) the term "potential loss" is vague and ambiguous, requiring
20 speculation as to the intended meaning; (9) it seeks highly confidential, extremely sensitive,
21 commercial, financial, compliance and/or regulatory information; (10) it is unduly burdensome
22 and harassing to the extent it is duplicative of other requests herein (*e.g.*, Request Nos. 53, 229);
23 and (11) it is objectionable to the extent it seeks information and communications protected by the
24 attorney-client privilege, common interest privilege, work product doctrine, and/or any other
25 privilege or protection afforded under the law.

26 Subject to and without waiving said objections, Wynn Resorts responds as follows:
27 Wynn Resorts will produce any discoverable documents that are not otherwise privileged or
28 protected that are responsive to this Request (as Wynn Resorts understands the Request) as it

1 relates to the Okada Parties' conduct that is the subject matter of this action, to the extent such
2 documents exist and can be located through a reasonable search and review process. Discovery is
3 continuing, and Wynn Resorts reserves the right to supplement this response as discovery
4 continues.

5 **REQUEST FOR PRODUCTION NO. 231:**

6 All Documents concerning any determination of unsuitability of WRL or any
7 Counterdefendant by any gaming regulatory body not located in the United States.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 231:**

9 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
10 time (*i.e.*, unlimited) in time; (2) it is overly broad in scope in that it seeks "[a]ll Documents
11 concerning. . ."; (3) it is overly broad in scope because the Request is not connected to the subject
12 matter of this action (*i.e.*, to the Okada Parties' conduct), nor any claim or defense asserted in this
13 action; thus it is (4) unduly burdensome; and (5) not reasonably calculated to lead to the discovery
14 of admissible evidence in this action; (6) it assumes facts; (7) to the extent this Request seeks
15 documents from Wynn Resorts (Macau) S.A., a non-party to this action, a Rule 34 request is
16 insufficient to compel the production of this third-party's records and Defendants are required to
17 follow the appropriate legal processes to compel the records of a third party; (8) it is a fishing
18 expedition with the improper purpose to annoy and harass; (9) it seeks highly confidential,
19 extremely sensitive, commercial, financial, compliance and/or regulatory information; (10) it is
20 unduly burdensome and harassing to the extent it is duplicative of other requests herein
21 (*e.g.*, Request No. 53); and (11) it is objectionable to the extent it seeks information and
22 communications protected by the attorney-client privilege, common interest privilege, work
23 product doctrine, and/or any other privilege or protection afforded under the law.

24 Subject to and without waiving said objections, Wynn Resorts responds as follows:
25 Wynn Resorts will produce any discoverable documents that are not otherwise privileged or
26 protected that are responsive to this Request (as Wynn Resorts understands the Request) as it
27 relates to the Okada Parties' conduct that is the subject matter of this action, to the extent such
28 documents exist and can be located through a reasonable search and review process. Discovery is

1 continuing, and Wynn Resorts reserves the right to supplement this response as discovery
2 continues.

3 **REQUEST FOR PRODUCTION NO. 232:**

4 All Documents concerning any potential or threatened determination of unsuitability of
5 WRL or any Counterdefendant by any gaming regulatory body not located in the United States.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 232:**

7 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
8 time (*i.e.*, unlimited) in time; (2) it is overly broad in scope in that it seeks "[a]ll Documents
9 concerning. . ."; (3) it is overly broad in scope because the Request is not connected to the subject
10 matter of this action (*i.e.*, to the Okada Parties' conduct), nor any claim or defense asserted in this
11 action; thus it is (4) unduly burdensome; and (5) not reasonably calculated to lead to the discovery
12 of admissible evidence in this action; (6) it assumes facts; (7) the terms/phrases "potential or
13 threatened determination" are vague and ambiguous, requiring speculation as to their intended
14 meanings; (8) to the extent this Request seeks documents from Wynn Resorts (Macau) S.A.,
15 a non-party to this action, a Rule 34 request is insufficient to compel the production of this third-
16 party's records and Defendants are required to follow the appropriate legal processes to compel
17 the records of a third party; (9) it is a fishing expedition with the improper purpose to annoy and
18 harass; (10) it seeks highly confidential, extremely sensitive, commercial, financial, compliance
19 and/or regulatory information; (11) it is unduly burdensome and harassing to the extent it is
20 duplicative of other requests herein (*e.g.*, Request Nos. 53, 231); and (12) it is objectionable to the
21 extent it seeks information and communications protected by the attorney-client privilege,
22 common interest privilege, work product doctrine, and/or any other privilege or protection
23 afforded under the law.

24 Subject to and without waiving said objections, Wynn Resorts responds as follows:
25 Wynn Resorts will produce any discoverable documents that are not otherwise privileged or
26 protected that are responsive to this Request (as Wynn Resorts understands the Request) as it
27 relates to the Okada Parties' conduct that is the subject matter of this action, to the extent such
28 documents exist and can be located through a reasonable search and review process. Discovery is

1 continuing, and Wynn Resorts reserves the right to supplement this response as discovery
2 continues.

3 **REQUEST FOR PRODUCTION NO. 233:**

4 All Documents concerning the loss or revocation of gaming licenses held by WRL or any
5 Counterdefendant from any gaming regulatory body not located in the United States.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 233:**

7 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
8 time (*i.e.*, unlimited) in time; (2) it is overly broad in scope in that it seeks "[a]ll Documents
9 concerning. . ."; (3) it is overly broad in scope because the Request is not connected to the subject
10 matter of this action (*i.e.*, to the Okada Parties' conduct), nor any claim or defense asserted in this
11 action; thus it is (4) unduly burdensome; and (5) not reasonably calculated to lead to the discovery
12 of admissible evidence in this action; (6) it assumes facts; (7) it is a fishing expedition with the
13 improper purpose to annoy and harass; (8) it seeks highly confidential, extremely sensitive,
14 commercial, financial, compliance and/or regulatory information; (9) it is unduly burdensome and
15 harassing to the extent it is duplicative of other requests herein (*e.g.*, Request Nos. 53, 234); and
16 (10) it is objectionable to the extent it seeks information and communications protected by the
17 attorney-client privilege, common interest privilege, work product doctrine, and/or any other
18 privilege or protection afforded under the law.

19 Subject to and without waiving said objections, Wynn Resorts responds as follows:
20 Wynn Resorts will produce any discoverable documents that are not otherwise privileged or
21 protected that are responsive to this Request (as Wynn Resorts understands the Request) as it
22 relates to the Okada Parties' conduct that is the subject matter of this action, to the extent such
23 documents exist and can be located through a reasonable search and review process. Discovery is
24 continuing, and Wynn Resorts reserves the right to supplement this response as discovery
25 continues.

26 **REQUEST FOR PRODUCTION NO. 234:**

27 All Documents concerning any potential loss or revocation of gaming licenses held by
28 WRL or any Counterdefendant from any gaming regulatory body not located in the United States.

RESPONSE TO REQUEST FOR PRODUCTION NO. 234:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited) in time; (2) it is overly broad in scope in that it seeks "[a]ll Documents concerning. . ."; (3) it is overly broad in scope because the Request is not connected to the subject matter of this action (*i.e.*, the Okada Parties' conduct), nor any claim or defense asserted in this action; thus it is (4) unduly burdensome; and (5) not reasonably calculated to lead to the discovery of admissible evidence in this action; (6) it assumes facts; (7) it is a fishing expedition with the improper purpose to annoy and harass; (8) it seeks highly confidential, extremely sensitive, commercial, financial, compliance and/or regulatory information; (9) it is unduly burdensome and harassing to the extent it is duplicative of other requests herein (*e.g.*, Request Nos. 53, 233); and (10) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, work product doctrine, and/or any other privilege or protection afforded under the law.

Subject to and without waiving said objections, Wynn Resorts responds as follows: Wynn Resorts will produce any discoverable documents that are not otherwise privileged or protected that are responsive to this Request (as Wynn Resorts understands the Request) as it relates to the Okada Parties' conduct that is the subject matter of this action, to the extent such documents exist and can be located through a reasonable search and review process. Discovery is continuing, and Wynn Resorts reserves the right to supplement this response as discovery continues.

REQUEST FOR PRODUCTION NO. 235:

All documents concerning any instance where Stephen A. Wynn and/or WRL were accused by former business partners of prematurely or improperly terminating a business relationship related to the Development of Casino Resorts, excluding the present matter.

RESPONSE TO REQUEST FOR PRODUCTION NO. 235:

Wynn Resorts objects to this Request on the following grounds: (1) it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action (in fact, the Request expressly excludes the present matter), and

1 thus is (2) overly broad, (3) unduly burdensome, and (4) not reasonably calculated to lead to the
2 discovery of admissible evidence; (5) it is a fishing expedition with an improper purpose to annoy
3 and harass; (6) it is overly broad in scope in that it seeks "[a]ll Documents . . ."; (7) to the extent
4 this Request seeks records other than those of the Company, this Request is not properly directed
5 to Wynn Resorts; (8) the terms "prematurely," "improperly," and "business relationship" are
6 undefined, and under the circumstances, vague and ambiguous, requiring speculation as to its
7 intended meaning; (9) despite the Okada Parties' overly broad definition of the term
8 "Development of Casino Resorts," it is, under the circumstances of this Request, vague and
9 ambiguous, requiring speculation as to its intended meaning; (10) it assumes facts (*i.e.*, that
10 business relationships were prematurely or improperly terminated); (11) it is based upon an
11 inaccurate factual premise (*i.e.*, that this action is about "prematurely. . . terminating a business
12 relationship"); and (12) it is objectionable to the extent it seeks information and communications
13 protected by the attorney-client privilege, common interest privilege, the work product doctrine,
14 and/or any other privilege or protection afforded under the law.

15 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
16 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
17 admissible evidence in relation to any allegation or defense and/or a court order compels the
18 production after a finding of discoverability.

19 **REQUEST FOR PRODUCTION NO. 236:**

20 All Documents concerning the dispute between Victor Draï and Stephen A. Wynn
21 concerning Stephen A. Wynn's termination of a management contract with Draï related to clubs
22 operated by Stephen A. Wynn.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 236:**

24 Wynn Resorts objects to this Request on the following grounds: (1) it seeks documents
25 and information unrelated to the subject matter of this action and unrelated to any claim or
26 defense asserted in this action, and thus is (2) overly broad, (3) unduly burdensome, and (4) not
27 reasonably calculated to lead to the discovery of admissible evidence; (5) it is a fishing expedition
28 with an improper purpose to annoy and harass; (6) it is overly broad in scope in that it seeks "[a]ll

Documents . . ."; (7) to the extent this Request seeks records other than those of the Company, this Request is not properly directed to Wynn Resorts; and (8) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, the work product doctrine, and/or any other privilege or protection afforded under the law.

In light of the foregoing, Wynn Resorts will not respond to this Request unless and until Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of admissible evidence in relation to any allegation or defense and/or a court order compels the production after a finding of discoverability.

REQUEST FOR PRODUCTION NO. 237:

All Documents concerning any ongoing, pending, or threatened litigation against Stephen A. Wynn and/or WRL concerning the termination of business relationships related to casino development, excluding the current matter.

RESPONSE TO REQUEST FOR PRODUCTION NO. 237:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited); (2) it is overly broad in scope in that it seeks "[a]ll Documents. . ."; (3) it is overly broad in scope in that it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action (in fact, it expressly excludes information related to this action), and thus also (4) is unduly burdensome, and (5) not reasonably calculated to lead to the discovery of admissible evidence in this action. The Request also (6) is unduly burdensome inasmuch as the information sought by the request is more efficient and less burdensome if posed in the form of an interrogatory rather than a vague and burdensome document request; (7) it is unduly burdensome to the extent that the documents and information sought, if any, is available via the public record; (8) to the extent this Request seeks records other than those of the Company, this Request is not properly directed to Wynn Resorts; (9) the terms "threatened litigation," "casino development," and "business relationships related to casino development" are undefined, and under the circumstances, vague and ambiguous, requiring speculation as to their intended meanings; (10) it is a fishing expedition designed to annoy and

1 harass; and (11) it is objectionable to the extent it seeks information and communications
2 protected by the attorney-client privilege, common interest privilege, the work product doctrine,
3 and/or any other privilege or protection afforded under the law.

4 Subject to and without waiving said objections, Wynn Resorts will produce any
5 discoverable documents responsive to this Request (as Wynn Resorts understands the Request)
6 that are not otherwise privileged or protected, to the extent such documents exist and can be
7 located through a reasonable search and review process. Discovery is continuing, and
8 Wynn Resorts reserves the right to supplement this response as discovery continues.

9 **REQUEST FOR PRODUCTION NO. 238:**

10 All Documents sufficient to identify all current partnerships or other business relationship
11 between Stephen A. Wynn and/or WRL and any other entity for the purposes of casino
12 development, to include any disclosed or non-disclosed agreements with Charles Lightbody and
13 Gary P. DeCicco.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 238:**

15 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
16 time (*i.e.*, unlimited); (2) it is overly broad in scope in that it seeks "[a]ll Documents. . ." and
17 (3) also is vague and ambiguous as to what and how many documents may be "sufficient" for
18 whatever may be Defendants' purported purpose. The Request is also (4) overly broad in scope in
19 that it seeks documents and information unrelated to the subject matter of this action and
20 unrelated to any claim or defense asserted in this action, and thus also (5) is unduly burdensome,
21 and (6) not reasonably calculated to lead to the discovery of admissible evidence in this action.
22 The Request also (7) assumes facts; (8) seeks highly confidential, extremely sensitive,
23 commercial, financial and/or regulatory information (again, none of which is related to the subject
24 matter of the action); (9) is unduly burdensome inasmuch as the information sought by the request
25 is more efficient and less burdensome if posed in the form of an interrogatory rather than a vague
26 and burdensome document request; (10) to the extent this Request seeks records other than those
27 of the Company, this Request is not properly directed to Wynn Resorts; (11) the terms
28 "partnerships," "business relationship," and "casino development" are broad and undefined, and

1 under the circumstances, vague and ambiguous, requiring speculation as to their intended
2 subjective meanings; (12) similarly, the terms/phrase "disclosed or non-disclosed agreements" are
3 undefined, vague and ambiguous, requiring speculation as to their intended meanings
4 (*e.g.*, disclosed to whom, not disclosed to whom); (13) it is a fishing expedition designed to annoy
5 and harass; and (14) it is objectionable to the extent it seeks information and communications
6 protected by the attorney-client privilege, common interest privilege, the work product doctrine,
7 and/or any other privilege or protection afforded under the law.

8 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
9 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
10 admissible evidence in relation to any allegation or defense and/or a court order compels the
11 production after a finding of discoverability.

12 **REQUEST FOR PRODUCTION NO. 239:**

13 All Documents sufficient to identify all past partnerships or other business relationships
14 between Stephen A. Wynn and/or WRL and any other entity for the purposes of casino
15 development, excluding Stephen A. Wynn's partnership with any Defendant.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 239:**

17 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
18 time (*i.e.*, unlimited); (2) it is overly broad in scope in that it seeks "[a]ll Documents. . ." and
19 (3) also is vague and ambiguous as to what and how many documents may be "sufficient" for
20 whatever may be Defendants' purported purpose. The Request is also (4) overly broad in scope in
21 that it seeks documents and information unrelated to the subject matter of this action and
22 unrelated to any claim or defense asserted in this action (in fact, it expressly excludes documents
23 related to any Defendant), and thus also (5) is unduly burdensome, and (6) not reasonably
24 calculated to lead to the discovery of admissible evidence in this action. The Request also
25 (7) seeks highly confidential, extremely sensitive, commercial, financial and/or regulatory
26 information (again, none of which is related to the subject matter of the action); (8) it is unduly
27 burdensome inasmuch as the information sought by the request is more efficient and less
28 burdensome if posed in the form of an interrogatory rather than a vague and burdensome

1 document request; (9) to the extent this Request seeks records other than those of the Company,
2 this Request is not properly directed to Wynn Resorts; (10) the terms "partnerships," "business
3 relationship," and "casino development" are broad and undefined, and under the circumstances,
4 vague and ambiguous, requiring speculation as to their intended subjective meanings; (11) is a
5 fishing expedition designed to annoy and harass; and (12) it is objectionable to the extent it seeks
6 information and communications protected by the attorney-client privilege, common interest
7 privilege, the work product doctrine, and/or any other privilege or protection afforded under the
8 law.

9 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
10 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
11 admissible evidence in relation to any allegation or defense and/or a court order compels the
12 production after a finding of discoverability.

13 **REQUEST FOR PRODUCTION NO. 240:**

14 All Documents concerning any Investigation conducted by WRL's Gaming Compliance
15 Committee pursuant to the requirement (referred to in Paragraph 14 of the Second Amended
16 Complaint) that it "investigate senior officers, directors, and key employees to protect WRL from
17 becoming associated from [sic] any unsuitable persons."

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 240:**

19 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
20 time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll documents . . . "); (3) it is overly
21 broad in scope because it seeks documents and information unrelated to the subject matter of this
22 action and unrelated to any claim or defense asserted in this action, and thus also is (4) unduly
23 burdensome, and (5) not reasonably calculated to lead to the discovery of admissible evidence.
24 The Request also (6) seeks highly confidential, extremely sensitive, commercial, financial,
25 compliance and/or regulatory information (again, none of which is related to the subject matter of
26 the action); (7) is a fishing expedition designed to annoy, harass, and embarrass; and (8) it is
27 objectionable to the extent it seeks information and communications protected by the attorney-

1 client privilege, common interest privilege, the work product doctrine, and/or any other privilege
2 or protection afforded under the law.

3 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
4 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
5 admissible evidence in relation to any allegation or defense and/or a court order compels the
6 production after a finding of discoverability.

7 **REQUEST FOR PRODUCTION NO. 241:**

8 Documents sufficient to identify all subjects of Investigations conducted by
9 WRL's Gaming Compliance Committee related to the Committee's requirement (referred to in
10 paragraph 14 of the Second Amended Complaint) that it "investigate senior officers, directors,
11 and key employees to protect WRL from becoming associated from [sic] any unsuitable persons."

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 241:**

13 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
14 time (*i.e.*, unlimited); (2) it is overly broad in scope in that it seeks documents and information
15 unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this
16 action, and thus also (3) unduly burdensome, and (4) not reasonably calculated to lead to the
17 discovery of admissible evidence. The Request also (5) is vague and ambiguous as to what and
18 how many documents may be "sufficient" for whatever Defendants' purported purpose; (6) seeks
19 highly confidential, extremely sensitive, commercial, financial and/or regulatory information
20 (again, none of which is related to the subject matter of the action); (7) is unduly burdensome
21 inasmuch as the information sought by the request is more efficient and less burdensome if posed
22 in the form of an interrogatory rather than a vague and burdensome document request; (8) is a
23 fishing expedition designed to annoy, harass, and embarrass; and (9) is objectionable to the extent
24 it seeks information and communications protected by the attorney-client privilege, common
25 interest privilege, the work product doctrine, and/or any other privilege or protection afforded
26 under the law.

27 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
28 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of

admissible evidence in relation to any allegation or defense and/or a court order compels the production after a finding of discoverability.

REQUEST FOR PRODUCTION NO. 242:

All Documents concerning any Investigation conducted by WRL's Gaming Compliance Committee concerning the potential determination of Stephen A. Wynn as an unsuitable party by any gaming regulatory body.

RESPONSE TO REQUEST FOR PRODUCTION NO. 242:

Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in time (*i.e.*, unlimited); (2) it is overly broad in scope (*e.g.*, "[a]ll Documents. . ."); (3) it seeks documents and information unrelated to the subject matter of this action and unrelated to any claim or defense asserted in this action, and thus (4) is overly broad; (5) unduly burdensome, and (6) not reasonably calculated to lead to the discovery of admissible evidence. The Request also (7) assumes facts (*e.g.*, that any such documents exist, that any such investigation took place); and (8) is a fishing expedition designed to annoy and harass; (9) to the extent this Request seeks records other than those of the Company, this Request is not properly directed to Wynn Resorts; (10) to the extent this Request seeks documents by and between Wynn Resorts and Nevada gaming regulators, the Request seeks documents and communications protected by NRS 463.3407 and NRS 463.120; and (11) it is objectionable to the extent it seeks information and communications protected by the attorney-client privilege, common interest privilege, the work product doctrine, and/or any other privilege or protection afforded under the law.

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1 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
2 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
3 admissible evidence in relation to any allegation or defense and/or a court order compels the
4 production after a finding of discoverability.

5 DATED this 8th day of December, 2014.

6 PISANELLI BICE PLLC

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and Allan Zeman

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 8th day of December, 2014, 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' RESPONSES TO DEFENDANTS' SECOND REQUEST FOR PRODUCTION OF DOCUMENTS** properly addressed to the following:

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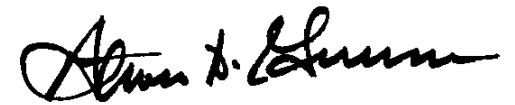
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DISTRICT COURT

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

**WYNN PARTIES' REPLY IN
SUPPORT OF ITS MOTION
FOR ORDER ENTERING
PREDICTIVE CODING
PROTOCOL; and
APPLICATION FOR ORDER
SHORTENING TIME**

Date of Hearing:

Time of Hearing

1 **I. INTRODUCTION**

2 The Wynn Parties seek to implement an efficient and effective method of review for the
3 vast quantity of documents they have collected. The goal for electronic discovery is to utilize a
4 "review method to result in higher Recall and higher Precision than another review method, at a
5 cost proportionate to the 'value' of the case." *Moore v. Publicis Groupe*, 287 F.R.D. 182, 190
6 (S.D.N.Y. 2012) *adopted sub nom. Moore v. Publicis Groupe SA*, 11 CIV. 1279 ALC AJP, 2012
7 WL 1446534 (S.D.N.Y. Apr. 26, 2012). Predictive coding achieves these goals, and will allow the
8 Wynn Parties to more accurately and expeditiously review the large volume of documents collected
9 to identify potentially responsive and discoverable documents in this matter than would be the case
10 using search terms and reviewing the documents that "hit" those terms.

11 Indeed, there appears to be no dispute regarding the effectiveness of predictive coding. The
12 Okada Parties have agreed generally to the use of predictive coding. Additionally, in one of the
13 primary cases upon which they rely in their Opposition—*Progressive Casualty Insurance v.*
14 *Delaney*—the court states:

15 [M]any . . . have argued persuasively that the traditional ways lawyers have culled
16 the universe of potentially responsive documents for production—manual human
17 review, or keyword searches—are ineffective tools to cull responsive ESI in
18 discovery. Predictive coding has emerged as a far more accurate means of producing
19 ESI in discovery. Studies show that it is far more accurate than human review or
20 keyword searches which have their own limitations.

21 *Progressive Cas. Ins. Co. v. Delaney*, 2:11-CV-00678-LRH, 2014 WL 3563467, *8 (D. Nev. July
22 18, 2014).¹ Nevertheless, the Okada Parties seek the following as "conditions" of their agreement
23 for the Wynn Parties' use predictive coding:

24
25
26 ¹ The *Progressive* court ultimately rejected the plaintiff's request to use predictive coding
27 primarily because the parties already had stipulated to an ESI protocol providing for the use of
28 search terms and because plaintiff belatedly sought, with very little time left before the close of
discovery, a "do-over" using predictive coding for "a small subset of the universe of ESI collected."

(1) To be able to review thousands—nearly 8,000, according to the Okada Parties' estimates²—of irrelevant and non-discoverable documents from the files of the Wynn Parties' key executives, personnel and board members (including, for example, Steve Wynn, the former COO of Wynn Resorts, the CFO of Wynn Resorts, the President of Wynn Macau, the General Counsels of Wynn Resorts and Wynn Macau, and former Nevada Governor Bob Miller) in connection with reviewing the work product of the Wynn Parties' counsel in their quality control of the predictive coding process (*i.e.*, the Okada Parties seek to review the coding calls of the Wynn Parties' counsel in their review of the "validation" set of documents). The Okada Parties have no right to the disclosure of non-discoverable and irrelevant documents, nor to the work product of the Wynn Parties' attorneys in their quality control of the predictive coding process. Moreover, given the sensitivities of this case, and the fact that this is a dispute with a gaming industry competitor of the Wynn Parties (and recognizing that one cannot "un-ring the bell" once one has seen documents and mistakes regarding the handling of documents are often made), the Okada Parties' offer of an "attorneys eyes only" approach in reviewing the thousands of irrelevant documents does not provide sufficient protection.

(2) The disclosure of certain statistical information about the predictive coding process that would not provide any meaningful information to the Okada Parties for which they would have a legitimate need (*i.e.*, the so-called "F1 score," Precision, and percentage of uncategorized documents).

(3) The disclosure of information regarding the threshold "Relevance Scores" of documents at the targeted 80% Recall level, which again would not provide any meaningful information to the Okada Parties for which they would have a legitimate need.

Progressive, 2014 WL 3563467, at *10. This is in stark contrast with this case where the Wynn Parties timely seek to use predictive coding on the entire universe of documents collected.

²According to paragraph 3 of the Okada Parties' proposed version of the predictive coding protocol, they seek to view 7,688 *non-responsive and irrelevant* documents. (See Opp'n, Exs. 1 and 2, ¶ 3).

1 (4) Information regarding the number of documents the Wynn Parties' counsel mark as
2 responsive and non-responsive in the sets of documents used to "train" the predictive coding tool—
3 work product information that would ordinarily never be available or provided to opposing counsel
4 when attorneys review documents using search terms.

5 (5) Removal of the phrase "and/or the model appears to no longer be improving" in
6 connection with the Recall target of 80%.

7 (6) Revision of the language in paragraph 2(c) of the proposed predictive coding protocol
8 to provide that Wynn Resorts shall not be required to produce either non-responsive documents or
9 documents not otherwise subject to disclosure from the training sets. (Although the Opposition
10 brief refers to "deletion" of the sentence, the revised language in the Okada Parties' proposed
11 predictive coding protocol (Opp'n, Exs. 1 and 2) is acceptable to the Wynn Parties.)

12 (7) That the Wynn Parties identify both the number of documents and the subject matter
13 categories identified by the predictive coding tool as potentially responsive at the 80% Recall level
14 but which the Wynn Parties' counsel upon review of the output of the predictive coding tool
15 determine to be either not relevant, not responsive, or not otherwise discoverable —information
16 about the Wynn Parties attorneys' "second-pass" review decisions that would ordinarily not be
17 provided in a review of search-term "hits" and that will be extremely burdensome as a matter of
18 logistics for the Wynn Parties' counsel to do.

19 As discussed in more detail below, with the exception of the Okada Parties' proposed
20 language in item 6 above, the Okada Parties' requests are unreasonable and not even remotely in
21 conformance with the well-established discovery rules. They are certainly not appropriate as a
22 condition for using a search methodology that one of the principal cases upon which the Okada
23 Parties rely states is "a far more accurate means of producing ESI in discovery." *See Progressive*,
24 2014 WL 3563467, at *8.

1 **II. DISCUSSION**

2 **A. The Okada Parties Are Not Entitled to the Wynn Parties' Non-Responsive**
3 **Information and Documents.**

4 **1. *The Wynn Parties' proposed protocol transparently sets forth the key***
5 ***aspects of the review process.***

6 After the parties' extensive meet and confer process and the Wynn Parties' exhaustive
7 disclosures, the parties established the primary components of the transparent predictive coding
8 protocol. As explained in greater detail in the opening motion, the Wynn Parties will initiate the
9 predictive review process by drawing a random seed of 13,000 documents from the Collection
10 Population. (Ex. C to Mot., Wynn Parties' Proposed Predictive Coding Protocol, ¶ 2(c).) The initial
11 seed will be reviewed by highly-trained and experienced lawyer reviewers from FTI, who will be
12 trained and closely monitored by trial counsel. (*Id.* ¶ 4.) The predictive coding model will continue
13 to be trained through "active learning" until the target Recall rate of 80% is reached.
14 (*Id.* ¶ 2(c).)

15 After the model is sufficiently trained, the Wynn Parties will verify the Recall rate by
16 drawing a sample from Collection Population, excluding the seed set, and comparing the coding
17 made by the reviewers or trial counsel against the coding made by the predictive coding model. (*Id.*
18 ¶ 3.) The validation sample will be comprised of at least 38,400 documents. (*Id.* ¶ 3 n.2.) The Wynn
19 Parties will require a 95% confidence level in the 80% Recall rate achieved. (*Id.* ¶ 2(c).)³ And, prior
20 to production, the Wynn Parties will review the documents identified by the model as responsive
21 or potentially responsive to confirm discoverability and responsiveness, and to review for any
22 applicable privilege or protection provided by law. (*Id.* ¶ 5.)

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24

³ Contrary to the Okada Parties' contention, the Wynn Parties are not reserving the "unilateral
25 ability" to cease training prior to the targeted Recall rate. (Opp'n 12:10-15.) The parties agreed to
26 reach the targeted Recall rate of 80%. (Ex. C to Mot., Wynn Parties' Proposed Predictive Coding
27 Protocol, ¶ 2(c).) The language "and/or the model appears to no longer be improving" was included
28 for the unanticipated but possible scenario that the model appears to be unable to obtain the Recall
 target of 80% within a 95% confidence level. (*Id.*) However, the Wynn Parties anticipate that the
 targeted Recall will be reached, with or without the use of further search analytics.

1 The Wynn Parties' proposed protocol transparently sets forth the aspects of the review
2 process. The protocol embraces the terms agreed upon during the transparent and cooperative meet
3 and confer process. The protocol also ensures that the predictive coding model will be sufficiently
4 trained and its performance verified prior to any production by the Wynn Parties.

5 **2. The Wynn Parties cannot be required to disclose non-responsive and non-**
6 **discoverable documents and information.**

7 Of course, like in any litigation, the rules of procedure to not compel the Wynn Parties to
8 disclose non-discoverable and non-relevant documents and information. Clearly, parties *are not*
9 *entitled to discovery on matters that are non-discoverable*. See NRCP 26(b)(1). In addition, the
10 information sought must be "reasonably calculated to *lead* to the discovery of admissible evidence."
11 *Esplanade Nev. LLC v. Eighth Jud. Dist. Ct. of State ex rel. Cnty. of Clark*, 59444, 2013 WL 485812,
12 *1 (Nev. Feb. 6, 2013) (emphasis added).

13 When confronted with a party's decision to implement predictive coding, courts have upheld
14 and applied these well-established rules. Indeed, courts have not required parties to either disclose
15 or identify non-discoverable documents used to train the predictive coding model. See *In re Biomet*
16 *M2a Magnum Hip Implant Products Liab. Litig.*, MDL 2391, 2013 WL 6405156, *1 (N.D. Ind.
17 Aug. 21, 2013). Likewise, the Sedona Conference neither instructs courts nor parties to require the
18 disclosure of any non-responsive or non-discoverable documents used during the predictive coding
19 process, but rather leaves it to the "responding parties." See The Sedona Conference Best Practices
20 Commentary on Search and Information Retrieval (2013); see also The Sedona Principles for
21 Electronic Document Production (2007), Principle 6 ("[r]esponding parties are *best situated* to
22 evaluate the procedures, methodologies, and technologies appropriate for preserving and producing
23 their own electronically stored information.") (emphasis added).

24 Here, the Okada Parties insist that the Wynn Parties disclose a statistically significant
25 random sample of the non-privileged, non-responsive documents in the validation set. (Ex. 1 to
26 Opp'n, Okada Parties' Proposed Protocol ¶ 3.) For the first time in their Opposition, the Okada
27 Parties explain that the sample would consist of over 7,668 documents. (*Id.*) With the 1% richness
28

1 level sought for the validation set, this means the Okada Parties believe an entitlement to review
2 approximately **7,668 documents that will be entirely unrelated to the issues in dispute in this case.**
3 This is no small amount of irrelevant/non-discoverable documents that the Okada Parties demand.
4 And these include documents from high level executives and Board members of a Board of a
5 publicly traded and highly regulated gaming company. It is more than obvious why the Wynn
6 Parties do not and will not agree to the Okada Parties' unreasonable demand to peek into their
7 records. The Okada Parties, indeed no adversary, would ever be entitled to these documents under
8 the rules of procedure. NRCP 26(b)(1). ***The use of predictive coding does not constitute an***
9 ***exception to this rule nor does it compel a new exception to be created here.***

10 The facts, as well as the application of the analogous Federal Rule 26, presented in *In re*
11 *Biomet* are indistinguishable from the instant case. *See In re Biomet*, 2013 WL 6405156, at *1.⁴
12 After the defendant objected to the disclosure of the entire seed set of documents used to train the
13 predictive coding model, the court found that the plaintiff's request "reaches well beyond the scope
14 of any permissible discovery by seeking irrelevant or privileged documents. . . ." *Id.* Specifically,
15 Rule 26 precluded the plaintiff from knowing how the defendant "used certain documents before
16 disclosing them." *Id.* at *1-2. The court was not provided authority to "compel discovery of
17 information not made discoverable by the Federal Rules." *Id.* at *2.

18 Similar to the plaintiff's request in *In re Biomet*, the Okada Parties are seeking the disclosure
19 of non-responsive/non-discoverable documents identified **prior** to the Wynn Parties' disclosure of
20 the responsive and/or otherwise discoverable documents. Even though the Okada Parties conceded
21 their initial unreasonable demand for irrelevant/non-discoverable documents from the *seed and*
22 *training sets*, the Okada Parties' attempted distinction between its current demand for non-
23 responsive/non-discoverable documents contained in the *validation set* is no distinction at all.
24 (Opp'n 10:7-9.) The *Biomet* Court analyzed and applied Rule 26 and found that Rule 26 did not

25
26 ⁴ The interpretation of the Federal Rules of Civil Procedure 26(b)(1) in *In re Biomet* is "strong
27 persuasive authority" given that NRCP 26(b)(1) is parallel to the Federal Rule. *See Las Vegas*
28 *Novelty, Inc. v. Fernandez*, 106 Nev. 113, 119, 787 P.2d 772, 776 (1990) (federal cases interpreting
Federal Rules of Civil Procedure are strong persuasive authority, "because the Nevada Rules of Civil
Procedure are based in large part upon their federal counterparts").

1 provide the plaintiff with any "right to discover irrelevant or privileged documents" at any stage of
2 litigation. *Id.* at *1. That court's reasoned analysis of Rule 26 in *In re Biomet* is not only persuasive
3 authority, it is entirely consistent with Nevada rules and the law. The Wynn Parties cannot be
4 required to disclose any non-responsive and non-discoverable documents contained within the
5 validation set.

6 The Okada Parties rely heavily on the District Court for the District of Nevada's recent
7 decision that disapproved of the use of predictive coding *Progressive Casualty Insurance Company*
8 *v. Delaney*, 2:11-CV-00678-LRH, 2014 WL 3563467, *11 (D. Nev. July 18, 2014). But the federal
9 district court did not base its determination upon any purported failure to disclose non-responsive
10 and non-discoverable documents contained in the training or validation sets. Rather, the
11 *Progressive* Court objected to the plaintiff's unilateral decision to abandon the court approved ESI
12 protocol (which involved keywords) well into discovery and to implement predictive coding. *Id.* In
13 addition, the plaintiff refused to apply predictive coding to the entire population of documents, and
14 sought to apply predictive coding to the documents collected by keyword searches. *Id.*

15 As a result of this unilateral and untimely decision, the plaintiff delayed the production of
16 discovery by 8 months, and it came more than 2 months after the close of discovery. *Id.* at *10-11.
17 The court lamented that the case had been pending since 2011, and that it already had resolved
18 numerous discovery disputes between the parties without the plaintiff ever mentioning predictive
19 coding. *Id.* The court's refusal to permit the use of predictive coding in that case and under those
20 circumstances does not contradict the application and interpretation of Rule 26 in *In re Biomet*, did
21 not create an exception to the fundamental rules of discovery, and did not create an entitlement to
22 non-discoverable/irrelevant documents when a party seeks to use predictive coding in its review
23 process.

24 The Wynn Parties' transparent approach to the use of predictive coding and its involvement
25 of the Okada Parties from the outset are *entirely unlike* the facts in *Progressive*.
26 Prior to commencing any predictive coding review process, the Wynn Parties met and conferred
27 with the Okada Parties extensively. (See Exs. D-M to Mot.) Further, and unlike in *Progressive*, the
28

Wynn Parties' proposed review protocol is consistent with the stipulation and ordered ESI protocol in this case, where each party agreed that "each producing Party is best situated to evaluate the procedures . . . appropriate for . . . review of their own ESI." (See Protocol Governing Production of Electronically Stored Information ¶ 2, attached as Exhibit A to Order Regarding (1) Wynn Parties' Motion to Enter Their Version of the Proposed ESI Protocol; and (2) Production of Electronically Stored Information, filed on Dec. 1, 2014.) Likewise, the Wynn Parties, if the Court approves the proposed protocol, will implement predictive coding *before* the bulk of discovery. As such, the facts and procedures that concerned the *Progressive* Court are not present here and, in fact, are clearly distinct from the facts of the instant case.

The Okada Parties failed to cite to any persuasive legal authority that rebuts the well-established rules of discovery. Instead, the Okada Parties rely upon *stipulated* predictive coding protocols that other courts merely entered. See *Moore v. Publicis Groupe*, 287 F.R.D. 182 (S.D.N.Y. 2012) *adopted sub nom. Moore v. Publicis Groupe SA*, No. 11 CIV. 1279 ALC AJP, 2012 WL 1446534 (S.D.N.Y. Apr. 26, 2012); see also *In re Actos (Pioglitazone) Prods. Liab. Litig.*, No. 6:11-MD-2299, 2012 WL 7861249, *1 (W.D. La. July 27, 2012).⁵ But these courts did not

⁵ Similarly, the Okada Parties rely upon a myriad of case where the parties merely agreed to the disclosure of non-responsive documents contained in either the seed or training sets; however, the parties did not agree to disclose non-responsive documents contained in the validation set. See *Bridgestone Americas, Inc. v. Int'l Bus. Machines Corp.*, No. 3:13-1196, 2014 WL 4923014, *1 (M.D. Tenn. July 22, 2014) (after the court noted its displeasure with allowing the plaintiff to "switch horses in midstream" and the court's characterization of the plaintiff's decision as an "unwarranted change" the plaintiff offered to disclose its *seed set of documents*) (emphasis added); see also *Edwards v. Nat'l Milk Producers Federation*, No. 3:11-CV-04766-JSW (N.D. Cal. Apr. 17, 2013) (Ex. 3 to Opp'n.) (the defendant agreed to disclose all of the non-privileged documents included in the seed set, but only agreed to disclose *non-privileged responsive documents and "tracking data" in the training and validation set*) (emphasis added); see also *Fed. Hous. Fin. Auth. V. JP Morgan Chase & Co., Inc.*, 1:11-cv-06188-DLC (S.D.N.Y. Aug. 6, 2012) (Ex. 4 to Opp'n.) (the defendant clarified to the court that it intended to disclose *non-responsive and non-privileged documents contained in the seed set*) (emphasis added); see also *Global Aerospace Inc. v. Landow Aviation*, 2012 WL 1431215, *1 (Va. Cir. Ct. April 23, 2012) (the Court, without any discussion, permitted the defendants to utilize predictive coding, who offered in its Memorandum in Support of Motion for Protective Order Approving the Use of Predictive Coding to disclose non-privileged and responsive documents contained in the training set, but not *"sensitive documents coded as irrelevant."*) (emphasis added).

1 determine or compel the discoverability of non-relevant, non-responsive, and non-discoverable
2 documents used to train or validate the predictive coding model.

3 In *Moore*, the parties agreed, without any court order, that the defendant would disclose
4 non-responsive and responsive documents, with the exception of privileged documents, contained
5 in the seed set. *Id.* at 187. The court specifically noted that it "did not rule" and merely offered
6 "advice" regarding the disclosure of documents contained in the seed set. *Id.* at 185. Furthermore,
7 the court states that "not all experienced ESI counsel believe it necessary to be as transparent as the
8 [defendant]" and merely recommended that counsel be willing to discuss transparency. *Id.* at 192.
9 In fact, the court concluded that its order and the protocol approved by the court will not be
10 "appropriate in all future cases." *Id.* at 193. The court simply did not interpret or apply the rules of
11 discovery to non-responsive documents contained in the seed set. *Id.* at 187. As a result, *Moore*
12 does not establish that the rules defining the permissible scope of discovery and stating that the
13 parties are not entitled to non-relevant or privileged documents do not apply when parties utilize
14 predictive coding for their document review process. Thus, the Wynn Parties, outside of an
15 agreement between the parties, cannot be required to disclose non-responsive and non-discoverable
16 information contained within its validation set or otherwise

17 Similarly, in *In re Actos*, the court merely entered, without any discussion, the parties'
18 agreed upon ESI protocol. *In re Actos (Pioglitazone) Products Liab. Litig.*, 2012 WL 7861249 at
19 *1. The court did not determine whether a party could be required to disclose non-responsive and
20 non-discoverable documents used during the predictive coding process. As such, the court's order
21 also does not provide any authority for the disclosure of non-responsive documents in contravention
22 of the rules of discovery when predictive coding is used.

23 **3. *The Wynn Parties will suffer prejudice from the disclosure of non-***
24 ***responsive and non-discoverable information and documents.***

25 The Okada Parties are not requesting that the Wynn Parties merely disclose a "small
26 number" of non-responsive documents from the validation set. (Opp'n, 12:20-23.) Rather, the
27 Okada Parties insist that the Wynn Parties disclose approximately non-relevant 7,668 documents
28

(or perhaps even more). (Ex. 2 to Opp'n, Okada Parties' Proposed Protocol ¶ 3.) By the very nature of the documents that comprise a validation set, 99% of the approximate 38,400 documents in the validation set will be non-responsive, non-discoverable, confidential information from a public and highly regulated company pulled from files and emails from high profile executives and Board Members. This includes compliance information, business information, strategic plans, investigatory information, and other documents that are entirely unrelated to his case. Furthermore, the information would be disclosed to a highly contentious competitor of Wynn Resorts. *See Am. Standard Inc. v. Pfizer Inc.*, 828 F.2d 734, 741 (Fed. Cir. 1987) ("Courts have presumed that disclosure to a competitor is more harmful than disclosure to a noncompetitor."). Not only is it unprecedented and violative of the rules and the law, but it is disruptive and unnecessarily invasive. The Wynn Parties will indeed be unduly prejudiced from such a disclosure.

For not the first time, the Okada Parties appeal to the Protective Order and claim that they ask only that the more than 7,000 non-discoverable irrelevant documents be deemed "highly confidential-for attorneys' eyes," and that is sufficient protection. No. The parties' Protective Order will not alleviate the undue prejudice to the Wynn Parties. First, the Protective Order protects **discoverable** documents only. Nothing more. Second, the purpose of a protective order "is to prevent harm by limiting disclosure of **relevant and necessary** information." *Cacique, Inc. v. Robert Reiser & Co.*, 169 F.3d 619, 622 (9th Cir. 1999) (quoting *Sega Enter. v. Accolade, Inc.*, 977 F.2d 1510, 1532 (9th Cir. 1992)) (emphasis in original). A protective order does not relieve a party from the burden of demonstrating that the information sought is relevant and discoverable in the action. *Id.* The Okada Parties' request necessarily obviates its burden to first demonstrate that the documents sought are responsive and discoverable. As a result, the Okada Parties even if it is just their group of counsel, will discover and review non-responsive and non-discoverable documents that would not otherwise be disclosed.

Although a repeated accusation, it is not simply a matter of a lack of trust of the Okada Parties' counsel, but rather more of an acknowledgement and concern that mistaken and inadvertent

1 disclosures are not uncommon, especially in cases with a high number of documents.⁶ Even if the
2 Wynn Parties disclosed non-responsive/non-discoverable/irrelevant documents as attorney eyes
3 only highly confidential, the Wynn Parties still risk the inadvertent disclosure to the Okada Parties
4 themselves or third parties. The Wynn Parties are not afforded any protection after any inadvertent
5 disclosure, and the disclosure cannot be undone.⁷

6 On the flip side, the Okada Parties will not suffer prejudice from being prevented from
7 discovering non-responsive, non-relevant, and non-discoverable documents. The Wynn Parties will
8 produce all responsive and non-privileged documents, including those that were contained in the
9 seed set, training sets, and validation set. (Ex. C to Mot., Wynn Parties' Proposed Predictive Coding
10 Protocol, ¶ 5.) The Okada Parties will merely be placed in the exact same position had the Wynn
11 Parties proceeded with any other review process and the parties had not agreed to the use of
12 predictive coding.

13 The Rules clearly preclude the discovery of non-responsive, non-discoverable, irrelevant
14 documents and information. This is the "good cause" that requires the adoption of the Wynn Parties'
15 proposed protocol. The Okada Parties failed to establish that these Rules can be overlooked, cast
16

17 ⁶ The Okada Parties' accusation is ironic under the current circumstances. Their objection to
18 the Wynn Parties' proposed predictive coding protocol comes down to their lack of trust in the Wynn
19 Parties' counsel's choices and decisions on the discoverability of documents during the review. This
20 is despite the fact that the Okada Parties remain able to challenge any and all documents and compel
21 documents on substantive issues they believe are relevant and/or discoverable.

22 ⁷ Though it may cause the Okada Parties distress, Wynn Parties would be remiss if they did
23 not mention that whether through deliberate or inadvertent efforts, documents that were designated
24 confidential (after the Okada Practice successfully argued to this Court for their de-designation
25 from "Highly Confidential") were given to a third party not disclosed in this case as a witness or
26 counsel and used improperly and in contravention of the Protective Order that the Okada Parties
27 deem sufficient protection. Indeed, the appendix to the Freeh Report, which this Court ordered to
28 be treated as confidential were provided to a third party, who apparently prepared a report (also not
produced in this case). The report, its conclusions, and its references to the "Confidential" Freeh
Appendix were reported in a Universal press release and appeared in the media, and had no
legitimate purpose related to this action. It should go without saying that the Wynn Parties will
not agree to allow this to happen routinely, for document discoverable in this case, and most
definitely not for documents that have nothing to do with this action. The risk and prejudice are
too high.

1 aside, or altered when a party utilizes predictive coding. In fact, the Okada Parties' only authority
2 for their new interpretation of the Rules are stipulated protocols where the parties did not object to
3 the disclosure of non-responsive documents, and where the court was never required to determine
4 whether the disclosure was proper under the rules. As such, the relevant case law and rules protect
5 the Wynn Parties from being compelled to disclose non-responsive and non-discoverable
6 information and documents.

7 **B. The Okada Parties Are Not Entitled To Discover The Wynn Parties' Protected**
8 **Work Product.**

9 Of course, the mental impressions of counsel, including discovery strategy, are work
10 product and protected against disclosure. NRCP 26(b)(3). The protection afforded to attorney work
11 production may only be overcome by demonstrating that the documents or information, or the
12 substantial equivalent thereof, cannot be obtained without undue hardship. NRCP 26(b)(3); *see also*
13 *Wardleigh v. Second Jud. Dist. Ct. In & For Cnty. of Washoe*, 111 Nev. 345, 358, 891 P.2d 1180,
14 1188 (1995).

15 The information sought by the Okada Parties, in its entirety, encompasses the mental
16 impressions of the Wynn Parties' counsel is never discoverable.⁸ However, counsel's selection and
17 compilation of documents in preparation for discovery is attorney work product and protected from
18 disclosure. *Laxalt v. McClatchy*, 116 F.R.D. 438, 444 (D. Nev. 1987) (counsel's selection of
19

20
21 ⁸ The Okada Parties insist that the Wynn Parties disclose the following: responsive non-
22 privileged documents in the Independent Validation Sample, and a statistically significant random
23 sample of non-responsive non-privileged documents in the Independent Validation Sample; the
24 total number of documents reviewed in the initial seed set and subsequent training sets and how
many of those documents were coded as responsive or otherwise subject to disclosure; and the
number of documents withheld and the subject matter categories of such documents. (Ex. 1 to
Opp'n, Okada Parties' Proposed Protocol ¶¶ 2(c), 3, 6.)

25 The Okada Parties are also seeking extensive statistical information including "the F1
26 (harmonic mean), the Precision, the total number of documents in the Independent Validation
27 Sample, the total number of relevant or otherwise subject to disclosure documents in the
28 Independent Validation Sample, and the total number of relevant or otherwise subject to disclosure
documents" (Ex. 1 to Opp'n., Okada Parties' Proposed Protocol, ¶ 3.) In addition, the Okada
Parties seek "the percentage of uncategorized documents" and "the responsive score threshold used
in order to reach the target Recall" (*Id.* at ¶¶ 3, 4.)

documents used in preparation of a deposition was protected work product)⁹; *see also Lockheed Martin Corp. v. L-3 Commc'ns Corp.*, 6:05CV1580 ORL31KRS, 2007 WL 2209250, at *10 (M.D. Fla. July 29, 2007) ("[D]ocuments containing instructions about how to conduct the search and what specifically to search for are opinion work product"); *see also Gibson v. Ford Motor Co.*, 510 F. Supp. 2d 1116, 1123 (N.D. Ga. 2007) (a document retention notice that included a list of search terms was not discoverable as they constituted protected work product). The disclosure of the results from counsel's selection and compilation would "reveal important aspects of his understanding of the case." *Sporck v. Peil*, 759 F.2d 312, 316 (3d Cir. 1985) (quoting *James Julian, Inc. v. Raytheon Co.*, 93 F.R.D. 138, 144 (D. Del. 1982)).

That technology has advanced to allow computers to create an algorithm of counsel's mental impressions to apply across expansive documents in less time than a manual, document by document review does not change the core fact: they are mental impressions.

The information sought by the Okada Parties embody the mental processes of the Wynn Parties. The "relevance scores" assigned to each document are generated based upon the coding decisions made by counsel. Counsel's understanding of the case will be implicated by the determination that a document should be coded as non-responsive, as well as the determination that a document identified as potentially responsive should be withheld as non-responsive until objections are ruled upon. Counsel's strategy regarding the case will clearly be revealed by the disclosure of these mental processes along with the disclosure of both the responsive and non-responsive documents in the validation set, a statistical summary of the process, and a log of the subject matter of the documents deemed non-responsive after the subsequent manual review.

⁹ The Okada Parties are not seeking the disclosure of any privileged or protected work product documents reviewed by a witness to refresh his or her recollection. Thus, the contrast between NRS 50.125 and Federal Rule 612 are not determinative of this instant matter. *See Las Vegas Sands Corp. v. Eighth Judicial Dist. Ct.*, 319 P.3d 618 (2014); *see also L.V. Dev. Assocs. v. Eighth Jud. Dist. Ct.*, 325 P.3d 1259 (2014).

1 The cases relied upon by the Okada Parties do not lessen or eliminate the protection afforded
2 to the Wynn Parties' impressions.¹⁰ In *Plant Genetic System, N.V. v. Northrup King Co.*, 174 F.R.D.
3 330, 332 (D. Del. 1997), the court found that counsel's process of identifying foreign documents to
4 be summarized into a single sentence was not a "protected selection of documents." *Id.* However,
5 the Court determined that counsel's selection of certain documents for full translation constituted
6 attorney work product where counsel deemed the documents "important enough to be translated"
7 and where it revealed counsel's "understanding of the case." *Id.*

8 The information sought by the Okada Parties amounts to more than the production of
9 documents selected from the mere culling process in *Plant Genetic System*. Instead, the Okada
10 Parties, in addition to the disclosure of responsive and non-responsive documents in the validation
11 set, are seeking comprehensive statistical information that is derived from and reflects the coding
12 decisions made by the reviewers. (Ex. 2 to Opp'n, Okada Parties' Proposed Protocol ¶¶ 2(c), 3, 4 6.)
13 The Wynn Parties' counsel's protected "understanding of the case" will necessarily be revealed by
14 the disclosure of this information.

15 Similarly, *Resolution Trust Corp. v. Heiserman*, 151 F.R.D. 367, 374 (D. Colo. 1993), is
16 inapposite to the facts in the instant case. In *Resolution Trust Corp.*, the court only determined that
17 the attorney work product doctrine did not preclude the plaintiff from being required to disclose
18 specific documents and information regarding the loan transactions at issue where the plaintiff
19 failed to "specify the items or category objected to and a valid basis for the objection." *Resolution*
20 *Trust Corp.*, 151 F.R.D. at 374. Moreover, the plaintiff intended to disclose the information sought
21 by the defendant during discovery, whereas here, the Wynn Parties clearly object to any disclosure
22

23 ¹⁰ The Okada Parties also place improper reliance upon cases that are distinct from the instant
24 matter. For example, in *Romero v. Allstate Ins. Co.*, 271 F.R.D. 96, 109-110 (E.D. Pa. 2010), the
25 court merely determined that the "list of search terms" and the "method" of search employed by the
26 defendant was not attorney work product. Likewise, in *Klein v. Fed. Ins. Co.*, No. 7:03-CV-102-D,
27 2014 WL 3408355, *4 (N.D. Tex. July 14, 2014), the court determined that the defendant failed to
28 carry its burden to establish that the requested documents were protected work product where
counsel for the defendant merely marked certain documents for copying. However, in this case, the
Okada Parties are seeking non-responsive documents along with the extensive statistical information
that necessarily disclose the coding decisions and the mental impressions of counsel.

1 of its protected work product as it related to non-discoverable documents and their review decisions.
2 And, the Wynn Parties do not intend to disclose any of the non-responsive documents or the
3 extensive statistical information regarding its review decisions. Indeed, the Wynn Parties will
4 disclose and produce all responsive and otherwise discoverable documents subject to the objections
5 they have already asserted. And, as is the routine practices in every case, if the Okada Parties
6 disagree with the objections or think documents on a certain subject or issue in dispute are missing
7 or less than expected, the Okada Parties would meet and confer and then move to compel as the
8 rules require. *See Dynamo Holdings v. Comm'r of Internal Revenue Serv.*, 2014 WL 4636526, at
9 *7 (U.S. Tax. Ct. Sept. 17, 2014) (allowing petitioners to use predictive coding despite objections
10 of respondent, noting that "if after reviewing results, respondent believes response to discovery
11 request is incomplete, he may file a motion to compel at that time."). Predictive coding does not
12 alter this more than routine discovery process.

13 Further, the concern regarding the protection of counsel's "thinking or strategy" that was not
14 present in *S.E.C. v. Collins & Aikman Corp.*, 256 F.R.D. 403, 408 (S.D.N.Y. 2009) is present in
15 this case. In *S.E.C.*, the court determined that responsive documents retained by plaintiff's counsel
16 as a compilation were not entitled to work product protection where counsel merely decided to
17 "continue to hold the documents in the same manner" as they were originally retained. *S.E.C.*, 256
18 F.R.D. at 411. However, the Okada Parties are not merely requesting the disclosure of an already
19 existing compilation of responsive documents. Rather, the Okada Parties are seeking both the
20 disclosure of a statistically significant random sample of non-responsive documents (over 7,000 in
21 fact), and detailed statistical information regarding the review decisions of counsel. (Ex. 1 to Opp'n,
22 Okada Parties' Proposed Protocol ¶¶ 2(c), 3, 4 6.) The Wynn Parties counsel's "thinking or strategy"
23 can clearly be gleaned from this information.

24 The Wynn Parties, in any other circumstance, would not be required to disclose the
25 information sought by the Okada Parties. The disclosure of the comprehensive information
26 regarding the review process, along with the disclosure of responsive and non-responsive
27 documents, will unquestionably reveal the Wynn Parties' counsel's mental impressions and strategy.
28

1 The Okada Parties failed to establish that this information is subject to disclosure. Because the scope
2 of disclosure rules apply here as they do in every case, the Wynn Parties mental impressions and
3 strategy should be protected from disclosure and good cause exists to continue that protection.

4 **C. The Okada Parties Are Not Entitled to the "Precision" and "F1" Scores.**

5 The Okada Parties' request for the disclosure of "Precision" and "F1" scores fails for the
6 same reasons that are fatal to its request for the disclosure of a statistically significant random
7 sample of non-responsive documents contained in the validation set. Again, the Courts have not
8 determined whether or not a party is required to disclose statistical information regarding the
9 predictive coding process. *See Moore v. Publicis Groupe*, 287 F.R.D. 182 (S.D.N.Y. 2012) *adopted*
10 *sub nom. Moore v. Publicis Groupe SA*, No. 11 CIV. 1279 ALC AJP, 2012 WL 1446534 (S.D.N.Y.
11 Apr. 26, 2012); *see also In re Actos (Pioglitazone) Products Liab. Litig.*, No. 6:11-MD-2299, 2012
12 WL 7861249, *1 (W.D. La. July 27, 2012). Rather, the Courts merely entered the parties' stipulated
13 predictive coding protocols providing for the disclosure of "Precision" and "F1" scores among other
14 metrics. *See id.* And further, as the Court recognized in *Moore*, the parties' agreed upon protocol
15 and its level of transparency in *Moore* is not appropriate for every case. *Moore*, 287 F.R.D. at 192-
16 3.

17 Regardless, the Okada Parties brief contention that "Precision" and "F1" are useful to
18 measure "accuracy" is unpersuasive. (Opp'n, at 9 n.13, 11 n.14.) The Precision rate merely
19 determines the efficiency of the predictive coding model, and the extent to which the process finds
20 irrelevant documents in addition to relevant documents. The Precision rate does not provide any
21 insight into the successful retrieval of relevant documents. Likewise, F1 combines the rates of
22 Recall and Precision, which evaluate different aspects of the predicative coding process. As a result,
23 the F1 score is a meaningless metric. *See, e.g., Bill Dimm, Predictive Coding Performance and the*
24 *Silly F1 Score* (May 8, 2013) (*available at [http://blog.cluster-text.com/2013/05/08/predictive-](http://blog.cluster-text.com/2013/05/08/predictive-coding-performance-and-the-silly-f1-score/)*
25 *coding-performance-and-the-silly-f1-score/*) ("the F1 score (also known as the F-measure or F-
26 score) is virtually worthless") ("the F1 score is pointless for measuring predictive coding
27 performance").
28

1 The aforementioned scores are internal metrics that are only relevant and useful to the
2 responding party, and to its evaluation of the costs involved with the predictive coding process. The
3 only useful metric is the Recall rate. However, the Recall rate was already provided to the Okada
4 Parties. As such, the Okada Parties failed to establish any need for the "Precision" or "F1" score.

5 **III. CONCLUSION**

6 The meet and confer process initiated and engaged in by the Wynn Parties demonstrates the
7 extraordinary lengths and comprehensive disclosures that the Wynn Parties sought to obtain an
8 agreement regarding predictive coding. The process only underscores the level of cooperation and
9 transparency that would not otherwise be undertaken with the use of any other form of review,
10 technology assisted or otherwise. Likewise, the results from this process, the Wynn Parties'
11 proposed predictive coding protocol, embody this transparency and cooperation.

12 However, although the Okada Parties allegedly agree to the use of predictive coding in
13 certain circumstances, their actions and the information sought by their proposed protocol only
14 highlights their level of distrust in the Wynn Parties ability to efficiently and accurately review
15 discovery. If this case involved any other review process, the Okada Parties would not think twice
16 about requesting the disclosure of the information that is currently being requested from the Wynn
17 Parties.

18 Nonetheless, neither the rules of discovery nor relevant case law treat the parties' discovery
19 obligations any differently when predictive coding is utilized. Likewise, the protections afforded to
20 attorney work product are not attenuated when a party applies predictive coding. The Okada Parties
21 simply cannot require the Wynn Parties to disclose non-responsive and non-discoverable

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documents, as well as comprehensive statistical information regarding the review process. As such, the Wynn Parties' proposed predictive coding protocol transparently and sufficiently establishes the key provisions of the review process. Accordingly, the Wynn Parties respectfully request that this Court approve and enter the Wynn Parties' proposed predictive coding protocol.

DATED this 9th day of January 2015.

PISANELLI BICE PLLC

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Attorneys for Stephen A. Wynn

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 9th day of January 2015, I caused to be electronically served through the Court's filing system true and correct copies of the foregoing **WYNN PARTIES' REPLY IN SUPPORT OF ITS MOTION FOR ORDER ENTERING PREDICTIVE CODING PROTOCOL; and APPLICATION FOR ORDER SHORTENING TIME** properly addressed to the following:

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/s/ Cinda Towne

An employee of PISANELLI BICE PLLC

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REQT

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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

v.

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

**COUNTERCLAIMANTS-DEFENDANTS
ARUZE USA, INC. AND UNIVERSAL
ENTERTAINMENT CORPORATION'S
FOURTH REQUEST FOR
PRODUCTION OF DOCUMENTS TO
WYNN RESORTS, LIMITED**

Electronic Filing Case

1 **PROPOUNDING PARTY:** COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
2 INC. AND UNIVERSAL ENTERTAINMENT
CORPORATION

3 **RESPONDING PARTY:** PLAINTIFF AND COUNTERDEFENDANT WYNN
4 RESORTS, LIMITED

5 **SET NO.:** FOUR

6 Pursuant to NEV. R. CIV. P. 34, Counterclaimants-Defendants ARUZE USA, INC. and
7 UNIVERSAL ENTERTAINMENT CORPORATION hereby request that Plaintiff and
8 Counterdefendant WYNN RESORTS, LIMITED produce the following documents and things
9 for inspection and copying in this Fourth Request for Production of Documents (the
10 "Requests"). Such production shall be made within thirty (30) days of service, at Holland &
11 Hart LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada 89134. The documents and
12 things subject to these Requests shall remain available to the counsel of Universal
13 Entertainment Corp. and Aruze USA Inc. until such inspection and copying can be reasonably
14 completed.

15 **DEFINITIONS**

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

18 1. The term "Aruze USA" refers to Defendant and Counterplaintiff Aruze
19 USA, Inc., including but not limited to its predecessors, successors, parents, subsidiaries,
20 divisions and Affiliates, and each of their respective current and former officers, directors,
21 agents, attorneys, accountants, employees, representatives, partners, and other Persons
22 occupying similar positions or performing similar functions, and all other Persons acting or
purporting to act on its behalf or under its control.

23 2. The term "Mr. Okada" refers to Defendant Kazuo Okada, and his agents,
24 representatives, associates, attorneys, and all other Persons acting or purporting to act on his
25 behalf or under his control.

26 3. The term "Universal" refers to Defendant and Counterplaintiff Universal
27 Entertainment Corporation, including but not limited to its predecessors, successors, parents,
28 subsidiaries, divisions and Affiliates, and each of their respective current and former officers,

1 directors, agents, attorneys, accountants, employees, representatives, partners, and other Persons
2 occupying similar positions or performing similar functions, and all other Persons acting or
3 purporting to act on its behalf or under its control.

4 4. The term “Aruze Parties” refers to Kazuo Okada, Aruze USA, and
5 Universal.

6 5. The term “James Stern” refers to James Stern, WRL’s Senior Vice
7 President of Corporate Security¹, and his agents, representatives, associates, attorneys, and all
8 other Persons acting or purporting to act on his behalf or under his control.

9 6. The term “Stephen A. Wynn” refers to Counterdefendant Stephen A.
10 Wynn and his agents, representatives, associates, attorneys, and all other Persons acting or
11 purporting to act on his behalf or under his control.

12 7. The terms “WRL,” “You” and “Your” refer to Plaintiff and
13 Counterdefendant Wynn Resorts, Limited, including but not limited to its predecessors,
14 successors, parents, subsidiaries, committees, subcommittees, divisions and Affiliates, including
15 but not limited to Wynn Macau and Wynn Las Vegas, and each of their respective current and
16 former officers, directors, agents, attorneys, accountants, employees, representatives, partners,
17 consultants, advisors, contractors, and other Persons occupying similar positions or performing
18 similar functions, and all other Persons acting or purporting to act on its behalf or under its
19 control,.

20 8. The term “Counterdefendant(s)” refers to Stephen A. Wynn, Kimmarie
21 Sinatra, Linda Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John A. Moran, Marc D.
22 Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman, individually and
23 collectively, and each Person’s agents, representatives, associates, attorneys, and all other
24 Persons acting or purporting to act on each Person’s behalf or under each Person’s control.

25 9. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
26 representatives, associates, attorneys, and all other Persons acting or purporting to act on her
27 behalf or under her control.

28 ¹ Mr. Stern’s referenced title is based upon information and belief.

1 10. The term “Third-Party” refers to any Person(s) other than the Aruze
2 Parties, James Stern, Stephen A. Wynn, WRL, Counterdefendant(s), and/or Elaine Wynn.

3 11. The term “Affiliate(s)” means a joint venture partner or a Person linked
4 by direct, indirect, or common equity ownership.

5 12. The terms “Analysis” or “Analyses” mean an Investigation or assessment
6 of a business or Person or subject.

7 13. The term “Communication(s)” means the transmission of information (in
8 the form of facts, ideas, inquiries or otherwise) by any medium, including, without limitation,
9 orally, by personal meeting, in writing, by telephone, letter, telegraph, teleconference, facsimile,
10 telex, telecopy, wire, radio, television, electronic mail, magnetic tape, floppy disk, diagram,
11 graph, chart, drawing, text message, chat room, social media including Facebook and Twitter, or
12 posting or other display on the Internet or the World Wide Web.

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

18 15. The term “Development of Casino Resorts” means any conduct by any
19 party that relates to the planning, building, establishing, promoting, creation, or formation of a
20 facility which houses and accommodates gambling activities.

21 16. The term “Document(s)” includes, but is not limited to, any written,
22 typed, printed, recorded or graphic matter, however produced or reproduced, of any type or
23 description, regardless of origin or location, including but not limited to any and all
24 correspondence, minutes, records, tables, charts, Analyses, graphs, regulations, Investigation
25 results, microfiche or microfilm, training materials, electronic records, electronic logs,
26 schedules, reports, audits, guidelines, Policies, protocols, reviews, assessments, budgets,
27 standing order directives, post orders, manuals, memoranda, hand written and electronic notes,
28 lists, logs, notations, contact sheets, calendar and diary entries, letters (sent or received),

1 telegrams, faxes, telexes, messages (including but not limited to reports of telephone
2 conversations and conferences), studies, rosters, schedules, booklets, circulars, bulletins,
3 instructions, papers, files, minutes, emails, summaries, bulletins, questionnaires, contracts,
4 memoranda or agreements, requests for proposals or responses to requests for proposals,
5 assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks,
6 vouchers, notebooks, receipts, acknowledgments, data processing cards, computer generated
7 matter, photographs, photographic negatives, phonograph records, tape recordings, evaluations,
8 video recordings, wire recordings, discs, other mechanical recording transcripts or logs of any
9 such recordings, all other data compilations from which information can be obtained, or
10 translated if necessary, text message, chat room, social media including Facebook and Twitter,
11 or posting or other display on the Internet or the World Wide Web, and any other tangible thing
12 of a similar nature. Each Request for a Document or Documents shall be deemed to call for the
13 production of the original Document or Documents to the extent that they are in or subject to,
14 directly or indirectly, the control of the party to whom these Requests for Production are
15 directed. In addition, each Request should be considered as including but not limited to all
16 copies and, to the extent applicable, preliminary drafts of Documents that differ in any manner
17 or respect from the original or final draft or from each other (*e.g.*, by reason of differences in
18 form or content or by reason of handwritten notes or comments having been added to one copy
19 of a Document but not on the original or other copies thereof).

20 17. The term "Government Official(s)" refers to any officer or employee of a
21 government or any department, agency, or instrumentality thereof, or of a public international or
22 national organization, or any Person acting in an official capacity for or on behalf of any such
23 government or department, agency, or instrumentality, or for or on behalf of any such public
24 national or international organization.

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

28 19. The term "Philippines" refers to Republic of the Philippines.

22. The term “Directly” shall mean acting on one’s own or through one’s employees, agents, representatives, associates, attorneys, consultants and all other Persons acting or purporting to act on one’s behalf or under one’s control.

13 23. The term “Indirectly” shall mean acting through an intermediate or
14 intervening, Person, pathway, or instrumentality, including by inducing, encouraging, or
15 contributing to another’s Person’s action(s).

17 1. Each Request calls for (1) the production of Documents in Your
18 possession, custody, or control; or (2) in the possession, custody, or control of another, other
19 than the Aruze Parties, if You have the ability or right to obtain originals or copies of such
20 Documents, whether or not such right or ability has been exercised.

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

28 3. Whenever a Document is not produced in full or is produced in redacted

1 form, so indicate on the Document and state with particularity the reason or reasons it is not
2 being produced in full and describe those portions of the Document which are not being
3 produced.

4 4. Unless otherwise indicated, the Requests herein call for Documents that
5 were dated or created, or came into Your possession, custody or control at any time during the
6 period from March 1, 2000 to the present.

7 5. The Universal and Aruze USA reserve their rights to serve supplemental
8 requests for Documents as necessary.

9 6. The Requests below are continuing in nature. If, after making Your
10 initial production and inspection, You obtain or become aware of any further Documents
11 responsive to these Requests, You are requested to produce such additional Documents to
12 Universal and Aruze USA.

13 7. It is not necessary to provide multiple copies of completely identical
14 Documents that are responsive to more than one Request. In the event that a Document
15 responsive to a given Request is being produced in response to another Request, You may
16 produce only one copy of the Document.

17 8. In order to bring within the scope of these Requests all information that
18 might otherwise be construed to be outside of their scope, the following rules of construction
19 apply: (a) the singular shall include the plural and vice versa; (b) the connectives "and" and "or"
20 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of
21 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
22 "any," "all" and "each" shall be read to mean any, all, each, and every; (d) the present tense
23 shall be construed to include the past tense and vice versa; (e) "on or about" when used in
24 conjunction with a specified date means the period beginning one month before and ending one
25 month after the specified date; (f) references to employees, officers, directors or agents shall
26 include both current and former employees, officers, directors and agents; and (g) references to
27 "he," "him" and "his" shall be construed to also include "she," "her" and "hers," and vice-versa.

28 9. You are to produce each Document requested herein in its entirety,

1 without deletion or excision, and shall include all attachments, appendices, exhibits, lists,
2 schedules, or other Documents at any time affixed thereto, regardless of whether You consider
3 the entire Document to be relevant or responsive to the Requests. A request for Documents
4 shall be deemed to include a request for any or all transmittal sheets, cover letters, exhibits,
5 enclosures, or attachments to the Documents, in addition to the Document itself, without
6 abbreviation or expurgation.

7 10. The Documents to be produced shall be organized and labeled to
8 correspond to each Request herein. All Documents that are physically attached to each other
9 when located for production shall be left so attached. Documents that are segregated or
10 separated from other Documents, whether by use of binders, files, subfiles, or by dividers, tabs,
11 or any other method, shall be left so segregated or separated. All labels or other forms of
12 identification contained, placed, attached, or appended on or to any binders, files, subfiles,
13 dividers, or tabs shall be produced.

14 11. If any Document requested herein that was formerly in Your possession,
15 custody or control has been destroyed, discarded, or otherwise lost, the Document shall be
16 identified by stating: (a) the nature of the Document, the number of pages, its subject matter and
17 its contents, including but not limited to any attachments or appendices; (b) the author of the
18 Document and all Persons to whom it was sent, including but not limited to cover copies or
19 blind copies; (c) the date on which the Document was prepared or transmitted; (d) the date on
20 which the Document was lost, discarded, or destroyed; (e) the Person who authorized and
21 carried out the destruction; (f) the name of any custodian of any existing copies of the
22 Document; and (g) documents showing the destruction of responsive documents. If no
23 Documents or things exist that are responsive to a particular paragraph of these requests, so
24 state in writing.

25 12. Each Request shall be construed independently and without reference to
26 other requests.

27 13. All electronically stored information ("ESI") and any other Document
28 produced in electronic format, including but not limited to any hard copy Documents copied and

1 produced in electronic format, shall be produced in accordance with the ESI Protocol as agreed
2 between the parties.

3 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

4 **REQUEST FOR PRODUCTION NO. 316:**

5 All Documents from January 1, 2011 to the present Concerning any Communications
6 between WRL and current or former employees of Universal or Aruze USA, including but not
7 limited to Toshihiko Kosaka, Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi
8 Nakano, Masato Araki, and Mikio Tanji. This request includes but is not limited to phone
9 records showing contacts between James Stern and current or former employees of Universal or
10 Aruze USA from January 1, 2011 to the present.

11 **REQUEST FOR PRODUCTION NO. 317:**

12 Documents sufficient to identify all former or current employees of Universal or Aruze
13 USA from whom WRL Directly or Indirectly received Documents Concerning any of the Aruze
14 Parties from January 1, 2011 to the present (excluding the Document productions made by the
15 Aruze Parties in this litigation).

16 **REQUEST FOR PRODUCTION NO. 318:**

17 Documents sufficient to identify all WRL employee(s), Director(s), officer(s), agent(s),
18 consultant(s), advisor(s), contractor(s), attorney(s), and all other Person(s) acting or purporting
19 to act on WRL's behalf or under its control, who received Documents Concerning any of the
20 Aruze Parties obtained Directly or Indirectly from former or current employees of Universal or
21 Aruze USA from January 1, 2011 to the present, (excluding the Document productions made by
22 the Aruze Parties in this litigation).

23 **REQUEST FOR PRODUCTION NO. 319:**

24 All Documents Concerning any of the Aruze Parties that WRL received Directly or
25 Indirectly from January 1, 2011 to the present from current or former employees of Universal or
26 Aruze USA, including but not limited to Toshihiko Kosaka, Yoshitake Fujihara, Yoshiyuki
27 Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji (excluding the
28 Document productions made by the Aruze Parties in this litigation).

REQUEST FOR PRODUCTION NO. 320:

All Documents Concerning payments or payments of expenses, from January 1, 2011 to the present, by WRL to or on behalf of current or former employees of Universal or Aruze USA, including but not limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji. Payments or payments of expenses include but are not limited to the provision of rooms, meals, gifts, gaming credits, travel accommodations, payments for services, or other things of value. Documents Concerning such payments or payments of expenses include but are not limited to personal and business credit card statements of James Stern, any expense reports filed by James Stern seeking reimbursement, and the identity of all Persons who approved those expense reports.

REQUEST FOR PRODUCTION NO. 321:

All Documents Concerning Communications between WRL and James Stern, from January 1, 2011 to the present, Concerning the Aruze Parties or any current or former employee(s) of Universal or Aruze USA. This request includes but is not limited to any Communications Concerning any Investigations or interviews by WRL or James Stern of the Aruze Parties.

REQUEST FOR PRODUCTION NO. 322:

Documents sufficient to identify the job title, duties, responsibilities, and authorities of James Stern. This request includes but is not limited to Documents sufficient to identify any and all supervisors, subordinates, and direct colleagues of Mr. Stern from the date of his initial employment to the present.

REQUEST FOR PRODUCTION NO. 323:

All Documents Concerning Communications from January 1, 2011 to the present between WRL and any Third-Party Concerning WRL's Communications with, and/or the Documents WRL received from, any current or former employee(s) of Universal or Aruze USA, including but not limited to Toshihiko Kosaka, Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji.

///

REQUEST FOR PRODUCTION NO. 324:

All Documents Concerning WRL's knowledge of Communications from January 1, 2011 to the present between any Third-Party, including but not limited to Toshihiko Kosaka, and current or former employees of Universal or Aruze USA. This request includes but is not limited to meetings between any Third-Party and current or former employees of Universal or Aruze USA conducted in November 2012, December 2012 and March 2013.

REQUEST FOR PRODUCTION NO. 325:

All Documents Concerning any of the Aruze Parties that WRL received Directly or Indirectly from January 1, 2011 to the present from current or former employees of Universal or Aruze USA, including but not limited to Toshihiko Kosaka, Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji, which WRL provided to any Third-Party.

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Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

REQUEST FOR PRODUCTION NO. 326:

All Documents Concerning Communications, from January 1, 2011 to present, between or among the Persons described by the definition of WRL Concerning WRL's Communications with, and/or the documents WRL received from, current or former employees of Universal or Aruze USA, including but not limited to Toshihiko Kosaka, Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji (excluding the Document productions made by the Aruze Parties in this litigation)..

DATED this 24th day of April 2015.

By 
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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April 2015, a true and correct copy of the foregoing **COUNTERCLAIMANTS-DEFENDANTS ARUZE USA, INC. AND UNIVERSAL ENTERTAINMENT CORPORATION'S FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS TO WYNN RESORTS, LIMITED** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Please see the attached E-Service Master List

☐ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

☐ Email: by electronically delivering a copy via email to the following e-mail addresses:

☐ Facsimile: by faxing a copy to the following numbers referenced below:



An Employee of Holland & Hart LLP

**E-Service Master List
For Case**

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

BuckleySandler LLP

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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

v.

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

**DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS
ARUZE USA, INC. AND UNIVERSAL
ENTERTAINMENT CORPORATION'S
FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO LINDA CHEN**

Electronic Filing Case

PROPOUNDING PARTY: DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
INC. AND UNIVERSAL ENTERTAINMENT
CORPORATION

RESPONDING PARTY: COUNTERDEFENDANT LINDA CHEN

SET NO.: ONE

Pursuant to NEV. R. CIV. P. 34, Defendant KAZUO OKADA and Counterclaimants-
Defendants ARUZE USA, INC. and UNIVERSAL ENTERTAINMENT CORPORATION
(collectively, the “Aruze Parties”) hereby request that Counterdefendant Linda Chen produce
the following documents and things for inspection and copying in this First Request for
Production of Documents (the “Requests”). Such production shall be made within thirty (30)
days of service, at Holland & Hart LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada
89134. The documents and things subject to these Requests shall remain available to the Aruze
Parties’ counsel until such inspection and copying can be reasonably completed.

DEFINITIONS

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

1. The term “Affiliate(s)” means a joint venture partner or a Person linked
by direct, indirect, or common equity ownership.

2. The terms “Analysis” or “Analyses” mean an Investigation or assessment
of a business or Person or subject.

3. The term “Archfield” refers to Archfield Limited, including but not
limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
of their respective current and former officers, directors, agents, attorneys, accountants,
employees, representatives, partners, consultants, contractors, advisors, and other Persons
occupying similar positions or performing similar functions, and all other Persons acting or
purporting to act on its behalf or under its control.

4. The term “Arkin Group” refers to The Arkin Group LLC, including but
not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and

1 each of their respective current and former officers, directors, agents, attorneys, accountants,
2 employees, representatives, partners, consultants, contractors, advisors, and other Persons
3 occupying similar positions or performing similar functions, and all other Persons acting or
4 purporting to act on its behalf or under its control.

5 5. The term "Articles of Incorporation" refers to WRL's Articles of
6 Incorporation and all amendments, including but not limited to the original Articles of
7 Incorporation dated June 3, 2002, the Amended and Restated Articles of Incorporation dated on
8 or about June 26, 2002, and the Second Amended and Restated Articles of Incorporation dated
9 September 16, 2002.

10 6. The term "Aruze Parties" refers to Kazuo Okada, Aruze USA, and
11 Universal.

12 7. The term "Aruze USA" refers to Aruze USA, Inc., including but not
13 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
14 of their respective current and former officers, directors, agents, attorneys, accountants,
15 employees, representatives, partners, consultants, contractors, advisors, and other Persons
16 occupying similar positions or performing similar functions, and all other Persons acting or
17 purporting to act on its behalf or under its control.

18 8. The term "Assignment of Interest" means the Assignment of Membership
19 Interest entered into by Aruze USA and WRL on or about September 24, 2002, and any
20 amendments thereto or restatements thereof.

21 9. The term "Baron" means Baron Asset Fund, including but not limited to
22 its predecessors, successors, parents, subsidiaries, committees, subcommittees, divisions and
23 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
24 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
25 Persons occupying similar positions or performing similar functions, and all other Persons
26 acting or purporting to act on its behalf or under its control.

1 10. The term “Business Plans” means any Document that describes a
2 business’ future and plans a company intends or is considering to take to grow revenues and to
3 expand and/or operate.

4 11. The term “Buy-Sell Agreement” means the Buy-Sell Agreement entered
5 into by Aruze USA, Stephen A. Wynn, and Mr. Okada on or about June 13, 2002, any
6 amendments thereto or restatements thereof, and the cancellation thereof.

7 12. The term “Bylaws” refers to WRL’s Bylaws and all amendments,
8 including but not limited to the first Bylaws of WRL dated June 14, 2002, the Second Amended
9 and Restated Bylaws, the Third Amended and Restated Bylaws effective as of September 23,
10 2002 (and as amended on October 21, 2002), the Fourth Amended and Restated Bylaws
11 effective as of November 13, 2006, and the Fifth Amended and Restated Bylaws effective as of
12 November 2, 2012.

13 13. The term “City Ledger Account(s)” means an account through which a
14 Person charges expenses for lodging, entertainment, and other incidentals incurred at WRL or
15 Wynn Macau facilities against funds deposited into the account by that Person.

16 14. The term “the Commission” means the Nevada Gaming Commission and
17 its respective current and former officers, directors, agents, attorneys, accountants, employees,
18 representatives, partners, members, and other Persons occupying similar positions or performing
19 similar functions, and all other Persons acting or purporting to act on its behalf or under its
20 control.

21 15. The term “Communication(s)” means the transmission of information (in
22 the form of facts, ideas, inquiries or otherwise) by any medium, including, without limitation,
23 orally, by personal meeting, in writing, by telephone, letter, telegraph, teleconference, facsimile,
24 telex, telecopy, wire, radio, television, electronic mail, magnetic tape, floppy disk, diagram,
25 graph, chart, drawing, text message, chat room, social media including Facebook and Twitter, or
26 posting or other display on the Internet or the World Wide Web.

27 16. The term “Compliance Committee” means the WRL Compliance
28 Committee collectively and each member individually, as well as each member’s agents,

1 representatives, associates, attorneys, and all other Persons acting or purporting to act on each
2 member's behalf or under each member's control.

3 17. The term "Concerning" shall mean, without limitation, anything that, in
4 whole or in part, contains, constitutes, compromises, deals with, describes, evidences, embodies,
5 reflects, refers to, relates to, mentions, defines, bears upon, pertains Directly or Indirectly to,
6 discusses, alludes to, responds to, mentions, memorializes, records, comments upon, analyzes,
7 explains, summarizes, or is in any other way relevant to the particular subject matter identified.

8 18. The term "Contribution Agreement" refers to the Contribution
9 Agreement entered into among WRL, Stephen A. Wynn, Aruze USA, Baron, and the Kenneth
10 R. Wynn Family Trust on or about June 11, 2002.

11 19. The term "Cotai" refers to the Cotai area of Macau.

12 20. The term "Counterdefendant(s)" refers to Stephen A. Wynn, Kimmarie
13 Sinatra, Linda Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John A. Moran, Marc D.
14 Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman, individually and
15 collectively, and each Person's agents, representatives, associates, attorneys, employees,
16 consultants, contractors, advisors, and all other Persons acting or purporting to act on each
17 Person's behalf or under each Person's control.

18 21. The term "Development of Casino Resorts" means any conduct by any
19 party that relates to the planning, building, establishing, promoting, creation, or formation of a
20 facility which houses and accommodates gambling activities.

21 22. The term "Directly" shall mean acting on one's own or through one's
22 employees, agents, representatives, associates, attorneys, consultants, and all other Persons
23 acting or purporting to act on one's behalf or under one's control.

24 23. The term "Document(s)" includes, but is not limited to, any written,
25 typed, printed, recorded or graphic matter, however produced or reproduced, of any type or
26 description, regardless of origin or location, including but not limited to any and all
27 correspondence, minutes, records, tables, charts, Analyses, graphs, regulations, Investigation
28 results, microfiche or microfilm, training materials, electronic records, electronic logs,

1 schedules, reports, audits, guidelines, Policies, protocols, reviews, assessments, budgets,
2 standing order directives, post orders, manuals, memoranda, hand written and electronic notes,
3 lists, logs, notations, contact sheets, calendar and diary entries, letters (sent or received),
4 telegrams, faxes, telexes, messages (including but not limited to reports of telephone
5 conversations and conferences), studies, rosters, schedules, booklets, circulars, bulletins,
6 instructions, papers, files, minutes, emails, summaries, bulletins, questionnaires, contracts,
7 memoranda or agreements, requests for proposals or responses to requests for proposals,
8 assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks,
9 vouchers, notebooks, receipts, acknowledgments, data processing cards, computer generated
10 matter, photographs, photographic negatives, phonograph records, tape recordings, evaluations,
11 video recordings, wire recordings, discs, other mechanical recording transcripts or logs of any
12 such recordings, all other data compilations from which information can be obtained, or
13 translated if necessary, text messages, chat room transcripts, social media posts (including
14 Facebook and Twitter), or postings or other displaces on the Internet or the World Wide Web,
15 and any other tangible thing of a similar nature. Each Request for a Document or Documents
16 shall be deemed to call for the production of the original Document or Documents to the extent
17 that they are in or subject to, Directly or Indirectly, the control of the party to whom these
18 Requests for Production are directed. In addition, each Request should be considered as
19 including but not limited to all copies and, to the extent applicable, preliminary drafts of
20 Documents that differ in any manner or respect from the original or final draft or from each
21 other (*e.g.*, by reason of differences in form or content or by reason of handwritten notes or
22 comments having been added to one copy of a Document but not on the original or other copies
23 thereof).

24 24. The term “Duff & Phelps” refers to Duff & Phelps, LLC, including but
25 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
26 each of their respective current and former officers, directors, agents, attorneys, accountants,
27 employees, representatives, partners, consultants, contractors, advisors, and other Persons
28

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 25. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
4 representatives, associates, attorneys, and all other Persons acting or purporting to act on her
5 behalf or under her control.

6 26. The term “FCPA” refers to the Foreign Corrupt Practices Act of 1977, 15
7 U.S.C. § 78dd-1, *et seq.*

8 27. The term “Fourth Amended Counterclaim” refers to the Fourth Amended
9 Counterclaim filed in this action on November 26, 2013.

10 28. The term “Freeh Report” refers to the report prepared by Freeh Sporkin
11 under the direction of WRL’s Compliance Committee, attached as Exhibit 1 to WRL’s Second
12 Amended Complaint.

13 29. The term “Freeh Sporkin” refers to Freeh Sporkin & Sullivan LLP (n/k/a
14 Pepper Hamilton LLP), including but not limited to its predecessors, successors, parents,
15 subsidiaries, divisions and Affiliates, and each of their respective current and former partners
16 (including but not limited to Louis J. Freeh), employees, representatives, agents, attorneys,
17 accountants, consultants, contractors, advisors, and other Persons occupying similar positions or
18 performing similar functions, and all other Persons acting or purporting to act on its behalf or
19 under its control.

20 30. The term “Gaming Authority” refers to any entity of any state, nation,
21 tribe, or other governmental unit involved in regulation, administration, licensing, enforcement,
22 and/or any other activities relating to gambling or other gaming activities.

23 31. The term “Government Official(s)” refers to any officer or employee of a
24 government or any department, agency, or instrumentality thereof, or of a public international or
25 national organization, or any Person acting in an official capacity for or on behalf of any such
26 government or department, agency, or instrumentality, or for or on behalf of any such public
27 international or national organization. As used here, “public international or national
28 organization” means (i) an organization that is designated by Executive order pursuant to

1 section 288 of title 22 of the United States Code; or (ii) any other international organization that
2 is designated by the President by Executive order for the purposes of this section, effective as of
3 the date of publication of such order in the Federal Register.

4 32. The term “Indirectly” shall mean acting through an intermediate or
5 intervening Person, pathway, or instrumentality, including by inducing, encouraging, or
6 contributing to another Person’s action(s).

7 33. The term “Investigation(s)” includes but is not limited to any research,
8 examination, review, study, assessment, Analysis, diligence, or inquiry into the matter stated in
9 the Request, whether formal or informal.

10 34. The term “IPO” means the initial public offering of WRL on or about
11 October 25, 2002.

12 35. The term “the LLC” means Valvino Lamore, LLC, including but not
13 limited to its predecessors, successors, parents, subsidiaries, committees, subcommittees,
14 divisions and Affiliates, and each of their respective current and former officers, directors,
15 agents, attorneys, accountants, employees, representatives, partners, members, consultants,
16 contractors, advisors, and other Persons occupying similar positions or performing similar
17 functions, and all other Persons acting or purporting to act on its behalf or under its control.

18 36. The term “Macau” refers to the Macau special administrative region of
19 the People’s Republic of China, including but not limited to the Macau Peninsula itself, Cotai,
20 and the islands of Taipa and Coloane.

21 37. The term “Moelis & Co.” refers to Moelis & Company, including but not
22 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
23 of their respective current and former officers, directors, agents, attorneys, accountants,
24 employees, representatives, partners, consultants, contractors, advisors, and other Persons
25 occupying similar positions or performing similar functions, and all other Persons acting or
26 purporting to act on its behalf or under its control.

27 38. The term “the NGCB” means the Nevada State Gaming Control Board
28 and its respective current and former officers, directors, agents, attorneys, accountants,

1 employees, representatives, partners, members, and other Persons occupying similar positions
2 or performing similar functions, and all other Persons acting or purporting to act on its behalf or
3 under its control.

4 39. The term “Mr. Okada” refers to Kazuo Okada, and his agents,
5 representatives, associates, attorneys, and all other Persons acting or purporting to act on his
6 behalf or under his control.

7 40. The term “Operating Agreement” means the Operating Agreement of the
8 LLC and any and all amendments thereto or restatements thereof.

9 41. The term “PAGCOR” refers to the Philippine Amusement and Gaming
10 Corporation.

11 42. The term “Person(s)” shall mean any natural person or legal entity,
12 including, without limitation, any business, legal, or governmental entity or association.
13 References to any Person shall include that Person’s officers, directors, employees, partners,
14 agents, representatives, attorneys, accountants, consultants, contractors, advisors, corporate
15 parents, predecessors, successors, subsidiaries, committees, subcommittees, divisions, and
16 Affiliates, and any other natural person or legal entity acting or purporting to act on the
17 Person(s)’ behalf or under the Person(s)’ control.

18 43. The term “Philippines” refers to Republic of the Philippines.

19 44. The terms “Policy” or “Policies” refer to policies, procedures,
20 regulations, guidelines, manuals, processes, directives, rules, regulations, and post orders.

21 45. The term “Promissory Note” refers to the “Redemption Price Promissory
22 Note” dated February 18, 2012 and attached to WRL’s February 18, 2012 Form 8-K.

23 46. The term “Redemption” refers to a process whereby WRL purports to
24 redeem securities owned or held by an allegedly Unsuitable Person or an Affiliate of an
25 Unsuitable Person at a set price on a particular date, ending all ownership and ownership rights
26 of the allegedly Unsuitable Person or Affiliate other than the right to receive fair value for the
27 securities redeemed.

1 47. The term “Second Amended Complaint” refers to the Second Amended
2 Complaint filed in this action on April 22, 2013.

3 48. The term “Stephen A. Wynn,” refer to Plaintiff and Counterdefendant
4 Stephen A. Wynn and his agents, representatives, associates, attorneys, accountants, employees,
5 consultants, advisors, contractors, and all other Persons acting or purporting to act on his behalf
6 or under his control.

7 49. The term “Stockholders Agreement” refers to any and all agreements
8 entered into by Stephen A. Wynn and/or Elaine Wynn as shareholders of WRL stock, as
9 amended, including but not limited to:

- 10 • the Stockholders Agreement, entered into on or about April 11, 2002, by and
11 among Stephen A. Wynn, Aruze USA, and Baron;
- 12 • the Amendment to Stockholders Agreement, entered into on or about
13 November 8, 2006, by and among Stephen A. Wynn and Aruze USA;
- 14 • the Waiver and Consent, entered into on or about July 31, 2009, by and
15 among Stephen A. Wynn, Baron, and Aruze USA;
- 16 • the Waiver and Consent, entered into on or about August 13, 2009, by and
17 among Stephen A. Wynn and Aruze USA;
- 18 • the Amended and Restated Stockholders Agreement, entered into on or about
19 January 6, 2010, by and among Stephen A. Wynn, Elaine Wynn, and Aruze
20 USA;
- 21 • the Waiver and Consent, entered into on or about November 26, 2010 by and
22 among Stephen A. Wynn, Elaine Wynn, and Aruze USA; and/or
- 23 • the Waiver and Consent, entered into on or about December 15, 2010, by and
24 among Stephen A. Wynn, Elaine Wynn, and Aruze USA.

25 50. The term “Suitability” refers to (i) the determination by a Gaming
26 Authority that a Person is suitable to own or control securities and suitable to be connected or
27 affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a
28 Person has not caused the loss or threatened loss of a gaming license; and/or (iii) the

1 determination that a Person is unlikely to jeopardize a company's or company's Affiliate
2 application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

3 51. The term "Term Sheet" means the Term Sheet entered into by the LLC
4 and Aruze USA on or about October 3, 2000.

5 52. The term "Universal" refers to Universal Entertainment Corporation,
6 including but not limited to its predecessors, successors, parents, subsidiaries, divisions and
7 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
8 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
9 Persons occupying similar positions or performing similar functions, and all other Persons
10 acting or purporting to act on its behalf or under its control.

11 53. The term "University of Macau Donation" refers to the pledge made by
12 Wynn Macau in or about May 2011 to donate HK\$1 billion (approximately \$135 million) to the
13 University of Macau Development Foundation, including but not limited to the contributions
14 made or pledged from May 2011 through 2022.

15 54. The terms "Unsuitable" or "Unsuitability" refer to (i) the determination
16 by a Gaming Authority that a Person is unsuitable to own or control securities or unsuitable to
17 be connected or affiliated with a Person engaged in a business relating to gambling; (ii) the
18 determination that a Person has caused the loss or threatened loss of a gaming license; and/or
19 (iii) the determination that a Person is likely to jeopardize a company's or company's Affiliate
20 application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

21 55. The term "WRL Board" refers to WRL's Board of Directors collectively
22 and each director individually, as well as each director's agents, representatives, associates,
23 attorneys, and all other Persons acting or purporting to act on each Person's behalf or under
24 each Person's control.

25 56. The term "Wynn Las Vegas" refers to Wynn Las Vegas, LLC, including
26 but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
27 each of their respective current and former officers, directors, agents, attorneys, accountants,
28 employees, representatives, partners, consultants, contractors, advisors, and other Persons

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 57. The term “Wynn Macau” refers to Wynn Macau, Limited, including but
4 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
5 each of their respective current and former officers, directors, agents, attorneys, accountants,
6 employees, representatives, partners, consultants, contractors, advisors, and other Persons
7 occupying similar positions or performing similar functions, and all other Persons acting or
8 purporting to act on its behalf or under its control.

9 58. The term “WRL,” refers to Plaintiff and Counterdefendant Wynn Resorts,
10 Limited, including but not limited to its predecessors, successors, parents, subsidiaries,
11 committees, subcommittees, divisions and Affiliates, including but not limited to Wynn Macau
12 and Wynn Las Vegas, and each of their respective current and former officers, directors, agents,
13 attorneys, accountants, employees, representatives, partners, consultants, advisors, contractors,
14 and other Persons occupying similar positions or performing similar functions, and all other
15 Persons acting or purporting to act on its behalf or under its control.

16 59. The terms “You,” “Your,” and “Linda Chen” refer to Linda Chen and her
17 agents, representatives, associates, attorneys, employees, consultants, contractors, advisors, and
18 all other Persons acting or purporting to act on her behalf or under her control.

19 **INSTRUCTIONS**

20 1. Subject to the limitation of Instruction 2 below, each Request calls for (1)
21 the production of Documents in Your possession, custody, or control, including Your personal
22 files (e.g., Documents maintained at Your home, on a personal device, or at a home office); or
23 (2) in the possession, custody, or control of another, other than the Aruze Parties, if You have
24 the ability or right to obtain originals or copies of such Documents, whether or not such right or
25 ability has been exercised.

26 2. You are not required to search, review, or produce Documents that are in
27 the possession, custody, or control of WRL.
28

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

8 4. Whenever a Document is not produced in full or is produced in redacted
9 form, so indicate on the Document and state with particularity the reason or reasons it is not
10 being produced in full and describe those portions of the Document which are not being
11 produced.

12 5. Unless otherwise indicated, the Requests herein call for Documents that
13 were dated or created, or came into Your possession, custody or control at any time during the
14 period from March 1, 2000 to the present.

15 6. The Aruze Parties reserve their rights to serve supplemental requests for
16 Documents as necessary.

17 7. The Requests below are continuing in nature. If, after making Your
18 initial production and inspection, You obtain or become aware of any further Documents
19 responsive to these Requests, You are requested to produce such additional Documents to the
20 Aruze Parties.

21 8. It is not necessary to provide multiple copies of completely identical
22 Documents that are responsive to more than one Request. In the event that a Document
23 responsive to a given Request is being produced in response to another Request, You may
24 produce only one copy of the Document.

25 9. In order to bring within the scope of these Requests all information that
26 might otherwise be construed to be outside of their scope, the following rules of construction
27 apply: (a) the singular shall include the plural and vice versa; (b) the connectives “and” and “or”
28 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of

1 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
2 “any,” “all” and “each” shall be read to mean any, all, each, and every; (d) the present term shall
3 be construed to include the past tense and vice versa; (e) “on or about” when used in
4 conjunction with a specified date means the period beginning one month before and ending one
5 month after the specified date; (f) references to employees, officers, directors or agents shall
6 include both current and former employees, officers, directors and agents; and (g) references to
7 “he,” “him” and “his” shall be construed to also include “she,” “her” and “hers,” and vice-versa.

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

15 11. The Documents to be produced shall be organized and labeled to
16 correspond to each Request herein. All Documents that are physically attached to each other
17 when located for production shall be left so attached. Documents that are segregated or
18 separated from other Documents, whether by use of binders, files, subfiles, or by dividers, tabs,
19 or any other method, shall be left so segregated or separated. All labels or other forms of
20 identification contained, placed, attached, or appended on or to any binders, files, subfiles,
21 dividers, or tabs shall be produced.

22 12. If any Document requested herein that was formerly in Your possession,
23 custody or control has been destroyed, discarded, or otherwise lost, the Document shall be
24 identified by stating: (a) the nature of the Document, the number of pages, its subject matter and
25 its contents, including but not limited to any attachments or appendices; (b) the author of the
26 Document and all Persons to whom it was sent, including but not limited to cover copies or
27 blind copies; (c) the date on which the Document was prepared or transmitted; (d) the date on
28 which the Document was lost, discarded, or destroyed; (e) the Person who authorized and

1 carried out the destruction; (f) the name of any custodian of any existing copies of the
2 Document; and (g) documents showing the destruction of responsive documents. If no
3 Documents or things exist that are responsive to a particular paragraph of these requests, so
4 state in writing.

5 13. Each Request shall be construed independently and without reference to
6 other requests.

7 14. All electronically stored information ("ESI") and any other Document
8 produced in electronic format, including but not limited to any hard copy Documents copied and
9 produced in electronic format, shall be produced in accordance with the ESI Protocol as agreed
10 between the parties.

11 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

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

13 All Documents Concerning any of the Aruze Parties' contemplated or actual Business
14 Plans and activities in the Philippines, including but not limited to all Documents Concerning:

- 15 A. All Communications involving the Aruze Parties, You, WRL, or any
16 Counterdefendants Concerning the Aruze Parties' Business Plans and
17 activities in the Philippines;
- 18 B. Any discussion at any meeting of the WRL Board or Compliance Committee
19 Concerning the Aruze Parties' Business Plans and activities in the
20 Philippines;
- 21 C. All WRL Compliance Committee Documents Concerning the Aruze Parties'
22 investments in the Philippines, including but not limited to Documents
23 Concerning any Communications between Kevin Tourek and Frank Schreck
24 on or around April 4, 2008;
- 25 D. Any objections raised prior to September 30, 2011 by any Person affiliated
26 with WRL to any potential business opportunities in the Philippines being
27 pursued by any of the Aruze Parties; and/or
28

1 E. WRL's Investigations into any of the Aruze Parties' Business Plans and
2 activities in the Philippines, including but not limited to all Documents
3 Concerning the allegations in Paragraphs 29, 67 and/or 68 of the Second
4 Amended Complaint.

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

6 All Documents Concerning visits to the Philippines by any employee, director, officer,
7 or representative of WRL (including You) from 2000 to the present.

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

9 All Documents Concerning WRL's exploration into the Development of Casino Resorts
10 in the Philippines, including but not limited to all Documents Concerning:

- 11 A. Any impact any such casino resorts would have on WRL's businesses in Las
12 Vegas and Macau;
- 13 B. WRL's Business Plans and activities in the gaming industry in the
14 Philippines; and/or
- 15 C. All Documents Concerning any resolution to preclude Stephen A. Wynn or
16 WRL from the Development of Casino Resorts in the Philippines by the
17 House of Representatives of the Philippines or any other Government
18 Official of the Philippines.

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

20 All Documents Concerning Government Officials, or Persons affiliated with
21 Government Officials, who have received complimentary rooms, meals, gifts, gaming credits,
22 or other things of value from WRL, including but not limited to Documents Concerning
23 statements for City Ledger Accounts for You, WRL, and any Counterdefendant related to such
24 complimentary rooms, meals, gifts, gaming credits, or other things of value from WRL.

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

26 All Documents Concerning City Ledger Accounts, including but not limited to WRL's
27 Policies regarding such accounts and invoices provided to account holders.

28

REQUEST FOR PRODUCTION NO. 6:

All Documents from April 21, 2000 to present Concerning WRL's Business Plans and activities in Macau.

REQUEST FOR PRODUCTION NO. 7:

All Documents Concerning any Investigations by regulatory agencies involving alleged irregularities and/or corruption in any aspect of Your or Wynn Macau's business activities in Macau.

REQUEST FOR PRODUCTION NO. 8:

All Documents Concerning Mr. Okada's January 24, 2013 letter to the WRL Board Concerning WRL's "Cotai Strip" casino development project in Macau, including but not limited to Documents Concerning:

- A. All Communications among WRL Board members;
- B. WRL Board minutes; and/or
- C. Assessments, Investigations, and Analyses conducted by the WRL Board.

REQUEST FOR PRODUCTION NO. 9:

All Documents Concerning the factual statements in Paragraphs 46-48 of Robert Miller's February 5, 2013 Declaration (filed in the Federal Securities Suit, Docket No. 20), in which Mr. Miller asserts that there was no wrongdoing in connection with the \$50 million payment made to Tien Chiao Entertainment and Investment Company Limited.

REQUEST FOR PRODUCTION NO. 10:

All Documents Concerning the University of Macau Donation, including but not limited to all Documents Concerning:

- A. All copies, drafts, or versions of the Wynn Macau "Donation/Sponsorship Request Form" Concerning the University of Macau Donation;
- B. The names and contact information for all known members of the University of Macau Development Foundation ("UMDF") from January 2010 to present, including any list of such Persons or information;

- 1 C. Any Persons advising on the University of Macau Donation, including but
2 not limited to any law firms/attorneys, third party consultants, investment
3 bankers, and lobbyists;
- 4 D. Any Due Diligence of the University of Macau Donation or of any Persons
5 related to the University of Macau and UMDF;
- 6 E. All Communications between WRL or Wynn Macau on the one hand, and
7 the University of Macau, UMDF, or any representative or Affiliate of each
8 on the other;
- 9 F. Any plans or purported plans for the funds provided for in the University of
10 Macau Donation, including but not limited to any plans for an academy, an
11 endowment fund, a new business program on Henquin Island, and/or a
12 database to be open to the public;
- 13 G. The records required to be retained by any of WRL's or Wynn Macau's
14 Policies;
- 15 H. The transfer of funds by WRL or Wynn Macau to the University of Macau,
16 UMDF, or any representative or Affiliate of each;
- 17 I. All notes, reports, Communications, or other materials by, with, or otherwise
18 involving members of the WRL Board;
- 19 J. All legal opinions and FCPA Analyses Concerning the donation, including
20 but not limited to advice provided by Gibson, Dunn & Crutcher LLP;
- 21 K. All Communications between WRL or Wynn Macau on the one hand, and
22 Mr. Marc Schorr, Ms. Linda Chen, Mr. Chu Sai On, Mr. Jeffrey Lam, Mr.
23 "Peter" Lam Kam Seng, Mr. Iao Man Leng, Mr. Zhang Luchuan, Mr. Lam
24 Wai, Mr. Ho Ping, "Dore," Charles Heung, Mr. Ho Ho, or any representative
25 of each on the other, Concerning the University of Macau Donation; and/or
- 26 L. All Documents Concerning Mr. Okada's May 2011 objection and vote
27 against the University of Macau Donation, including but not limited to
28 Documents Concerning Communications involving WRL Board members,

Wynn Macau Board members, minutes of meetings of the WRL Board, minutes of meetings of the Wynn Macau Board or any Assessments, Investigations, and Analyses conducted by or on behalf of WRL, Wynn Macau or either of their Boards.

REQUEST FOR PRODUCTION NO. 11:

All Documents from April 21, 2000 to present Concerning donations made by WRL, Wynn Macau, or Wynn Las Vegas to any charitable organization where the value of the funds or goods donated exceeded \$1 million, including but not limited to Documents Concerning WRL's donation of a \$10 million Ming vase to the Macau Museum in 2006.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning the following Documents Bylaws and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning Communications Concerning their negotiation, drafting, and execution:

- A. The Articles of Incorporation;
- B. The Bylaws;
- C. The Contribution Agreement;
- D. The Stockholders Agreement;
- E. The Operating Agreement;
- F. The Term Sheet; and/or
- G. The Assignment of Interest.

REQUEST FOR PRODUCTION NO. 13:

All Documents Concerning the IPO, including but not limited to Documents Concerning Communications Concerning the negotiation, drafting, and execution of the Documents underlying the IPO.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning any Redemption provisions in the Articles of Incorporation, Operating Agreement, Buy-Sell Agreement, or other Document governing WRL or a predecessor, including but not limited to all Documents Concerning Communications with the

1 NGCB, the Commission, or other Gaming Authority Concerning Redemption provisions
2 governing WRL or a predecessor.

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

4 All Documents Concerning Kimmarie Sinatra's training and responsibilities Concerning
5 Section 402 of the Sarbanes-Oxley Act, including but not limited to all Documents Concerning
6 Kimmarie Sinatra's Communications with any Person or entity regarding Section 402 of the
7 Sarbanes-Oxley Act.

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

9 All Documents Concerning the decision by the WRL Compliance Committee to not
10 permit a loan from WRL to Aruze USA or to provide a "backstop" to a loan from Deutsche
11 Bank to Aruze USA, including but not limited to all Documents Concerning Kimmarie Sinatra's
12 or Your involvement in these decisions.

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

14 All Documents Concerning or reflecting Stephen A. Wynn's involvement in or control
15 over the WRL Compliance Committee.

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

17 All Documents Concerning any Communications Concerning the possibility of not
18 releasing the Freeh Report in exchange for any concessions or actions of any kind by any of the
19 Aruze Parties, including but not limited to Aruze USA selling its stock in WRL.

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

21 All Documents Concerning WRL's retention of the Arkin Group and the Arkin Group's
22 Investigation referred to in Paragraphs 30-33 of the Second Amended Complaint.

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

24 All Documents Concerning the WRL Compliance Committee's retention of Archfield
25 and Archfield's Investigation referred to in Paragraph 36 of the Second Amended Complaint.

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

27 All Documents Concerning any Investigation of any of the Aruze Parties or their
28 businesses in the Philippines and Korea conducted by Freeh Sporkin.

REQUEST FOR PRODUCTION NO. 22:

All Documents Concerning the resolutions adopted by the WRL Board on February 18, 2012, as alleged in Paragraph 87 of the Second Amended Complaint, including but not limited to all Documents Concerning:

- A. The WRL Board's determination that Aruze USA and Universal were likely to jeopardize WRL's and its affiliated companies' gaming licenses;
- B. The WRL Board's determination that Mr. Okada, Aruze USA, and Universal were Unsuitable Persons under the Articles of Incorporation;
- C. The WRL Board's determination to redeem Aruze USA's shares in WRL for approximately \$1,936 billion through a promissory note; and/or
- D. The basis for each of the WRL Board's determinations set forth above, including all information considered by the WRL Board before making each of these determinations.

REQUEST FOR PRODUCTION NO. 23:

All Documents Concerning Communications prior to February 19, 2012 Concerning the possibility of redeeming Aruze USA's shares in WRL.

REQUEST FOR PRODUCTION NO. 24:

All Documents Concerning all meetings or conference calls held involving You and any of the Aruze Parties (or their representatives) where Investigations by WRL into any of the Aruze Parties were discussed, including but not limited to notes or outlines prepared before the meetings/conference calls, summaries prepared afterwards, or Communications Concerning the meetings/conference calls.

REQUEST FOR PRODUCTION NO. 25:

All Documents Concerning the demand for Documents made by Mr. Okada through his counsel on or about October 24, 2011 (communicated in a letter from Gidon M. Caine to Robert L. Shapiro, produced at WYNN001420-1421, Confidential), including but not limited to all Documents Concerning:

1 A. All Communications Concerning whether and how WRL could resist or
2 refuse Mr. Okada's demand;

3 B. All Communications among any WRL officers or directors Concerning the
4 fairness or appropriateness of WRL's determination to not provide Mr.
5 Okada with Documents Concerning WRL's Investigation;

6 C. Whether or not a member of the WRL Board is entitled by that status to
7 review materials subject to any privilege held by WRL; and/or

8 D. Whether the WRL investigative report Concerning Mr. Okada was
9 privileged, as claimed by Kimmarie Sinatra at a meeting with Mr. Okada and
10 his lawyers on or about October 4, 2011.

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

12 All Documents Concerning the factual claims and assertions contained in the letter from
13 Robert L. Shapiro, Esq. to Robert D. Faiss on October 12, 2011 (produced at WYNN001417-
14 1419, Confidential).

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

16 All Documents Concerning whether Mr. Okada would be allowed to address the
17 allegations made against him during the November 1, 2011 meeting of the WRL Board.

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

19 All Documents Concerning instances (other than those involving Mr. Okada and/or
20 Aruze USA) where the WRL Board considered whether any Person was Unsuitable under the
21 Articles of Incorporation or considered whether to redeem any shareholder's shares.

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

23 All Documents Concerning WRL's Policies Concerning the consideration of whether
24 any Person is Unsuitable under the Articles of Incorporation or the consideration of whether to
25 redeem any shareholder's shares.

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

27 All Documents Concerning any Investigation conducted by WRL's Compliance
28 Committee into any Person, including Stephen A. Wynn but not including Mr. Okada, pursuant

1 to the requirement (referred to in Paragraph 14 of the Second Amended Complaint) that it
2 “investigate senior officers, directors, and key employees to protect WRL from becoming
3 associated from [sic] any unsuitable persons,” including but not limited to Documents sufficient
4 to identify all subjects of such Investigations.

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

6 All Documents Concerning any Investigation conducted by WRL’s Compliance
7 Committee into Mr. Okada pursuant to the requirement (referred to in Paragraph 14 of the
8 Second Amended Complaint) that it “investigate senior officers, directors, and key employees
9 to protect WRL from becoming associated from [sic] any unsuitable persons.”

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

11 All Documents Concerning the removal of Mr. Okada as Vice Chairman of WRL and/or
12 as a director of WRL and/or Wynn Macau

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

14 All Documents Concerning the elimination of the position of Vice Chairman of the
15 WRL Board.

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

17 All Documents Concerning Frank A. Schreck’s resignation as Chairman of Universal’s
18 Compliance Committee on September 27, 2011, including but not limited to all
19 Communications to or from Frank A. Schreck, WRL, and any of the Counterdefendants.

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

21 All Documents Concerning any Investigation of WRL or its employees, officers,
22 shareholders, or directors (including but not limited to You and any of the Aruze Parties) by any
23 local, state, federal, or foreign law enforcement agency, regulatory agency, or Gaming
24 Authority, including but not limited to all Documents Concerning any Investigation by the
25 Commission, the NGCB, the U.S. Securities and Exchange Commission, the United States
26 Department of Justice (“DOJ”), Philippine Securities and Exchange Commission (“Philippine
27 SEC”), the Philippine Department of Justice, or the Macau Gaming Commission Concerning:

28 A. Wynn Macau’s pledge to donate to the UMDF;

- B. WRL's purported Redemption of Aruze's shares of WRL;
- C. Any alleged payment, benefit, or gift by any of the Aruze Parties to former or current members of PAGCOR;
- D. The Land Concession Contract included as exhibit 10.1 to WRL's Form 8-K filing on May 2, 2012;
- E. The payment of \$50 million to Tien Chiao by Palo Real Estate Company Limited as disclosed in exhibit 99.1 to WRL's Form 8-K filing on September 11, 2009; and/or
- F. The FCPA or any other anti-corruption laws.

REQUEST FOR PRODUCTION NO. 36:

All Documents Concerning submissions to the Nominating and Corporate Governance Committee of WRL Concerning the nomination of individuals to serve as directors of WRL, as required by Paragraph 2(a) of the Stockholders Agreement, including but not limited to all Documents Concerning Stephen A. Wynn's refusal or acceptance to endorse individuals nominated to serve as directors of WRL;

REQUEST FOR PRODUCTION NO. 37:

All Documents Concerning WRL's Policies and training, including all Documents Concerning Communications to the WRL Board, Concerning:

- A. Membership on the WRL Board and procedure for nominating members to the WRL Board;
- B. Removal of Persons from the WRL Board;
- C. Compliance with the Nevada Revised Statutes and the Nevada Gaming Commission Regulations;
- D. Compliance with the Sarbanes-Oxley Act, including Section 402;
- E. Compliance with the FCPA or any other anti-corruption law;
- F. The adoption of resolutions by WRL's Board;
- G. WRL's Gaming and Compliance Program;

1 H. WRL's "anti-bribery rules and regulations," referenced in Paragraph 34 of
2 the Second Amended Complaint:

3 I. WRL's, Wynn Resorts (Macau) S.A.'s, or their Affiliates and predecessors'
4 Anti-Corruption Policy from January 1, 2000 to present.

5 J. Determinations of "unsuitability" under the Articles of Incorporation;

6 K. The confidentiality and privacy of guest information, including guest
7 information in Macau;

8 L. Data privacy laws in Macau;

9 M. Amendments to the Articles of Incorporation;

10 N. The Development of Casino Resorts at new casino gaming sites, including
11 but not limited to the Investigation or audit of proposed new sites;

12 O. All notices sent to members of the WRL Board regarding training;

13 P. Restrictions on shares of WRL owned by officers and directors of WRL,
14 including any prohibition on pledging such shares; and/or

15 Q. Any other Policies relevant to WRL's allegations against any of the Aruze
16 Parties.

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

18 All Documents Concerning Mr. Okada's alleged statements during any meeting of the
19 WRL Board Concerning payments to foreign Government Officials, the FCPA, or any other
20 anti-corruption laws, as alleged in Paragraph 34 of the Second Amended Complaint.

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

22 All agendas, presentations, reports, notes, and minutes Concerning each meeting of the
23 WRL Board from 2002 to the present.

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

25 All agendas, presentations, reports, notes, and minutes Concerning each meeting of any
26 Committee of the WRL Board, including without limitation the Audit Committee, the
27 Compensation Committee, the Compliance Committee, and the Nominating and Corporate
28 Governance Committee, from 2002 to the present.

REQUEST FOR PRODUCTION NO. 41:

All agendas, presentations, reports, notes, and minutes Concerning executive sessions held by members of the WRL Board, including but not limited to a session held on or about July 28, 2011.

REQUEST FOR PRODUCTION NO. 42:

All agendas, presentations, reports, notes, and minutes Concerning each meeting of the Wynn Macau Board of Directors, any Committee of the Wynn Macau Board of Directors, or executive sessions held by members of the Wynn Macau Board of Directors, including but not limited to meetings held on or about June 10, 2010 and August 20, 2010.

REQUEST FOR PRODUCTION NO. 43:

All Documents Concerning the “investigation” conducted by WRL management and referred to in Paragraph 23 of the Second Amended Complaint, including without limitation (a) all Documents Concerning the decision to undertake the Investigation; (b) Documents sufficient to show the identities of all Persons participating in the Investigation; (c) all Documents collected, reviewed, or prepared during the Investigation; and (d) copies of all draft and final versions of the “written report” referred to in Paragraph 23.

REQUEST FOR PRODUCTION NO. 44:

To the extent they are different than the report referenced in Request 91, all Documents Concerning any Investigations discussed or referenced during the November 1, 2011 WRL Board meeting Concerning the Philippines or Mr. Okada.

REQUEST FOR PRODUCTION NO. 45:

All Documents Concerning Your, Stephen A. Wynn’s, a member of the WRL Board’s, a Counterdefendant’s, or WRL’s licensing, Suitability, or other similar determination (including threatened, potential, or actual determinations of Unsuitability or revocation of gaming licenses) by the NGCB, the Commission, or similar Gaming Authorities of any other state, nation, tribe, or other governmental unit, including but not limited to Missouri, Illinois, Mississippi, Massachusetts, the Philippines, China, Macau, or Japan, or any decisions not to seek such a determination because of concerns about a negative outcome.

REQUEST FOR PRODUCTION NO. 46:

All Documents Concerning WRL's efforts to obtain a gaming license in Massachusetts.

REQUEST FOR PRODUCTION NO. 47:

All Documents Concerning Communications between WRL on the one hand, and the NGCB, the Federal Bureau of Investigation, the United States Department of Justice, the Philippine Department of Justice, or members of the press (including but not limited to Reuters) on the other, Concerning any of the Aruze Parties, including but not limited to Documents sufficient to identify all reporters or members of the press involved in Communications Concerning any of the Aruze Parties.

REQUEST FOR PRODUCTION NO. 48:

All Documents Concerning WRL's public statement on October 2, 2012 Concerning the denial of Aruze USA and Universal's Motion for Preliminary Injunction, including but not limited to all Documents Concerning:

- A. The Investigations allegedly initiated by law enforcement and regulatory authorities in the United States and multiple jurisdictions in Asia;
- B. The purported business connections and common shareholding in a Hong Kong entity by Mr. Okada;
- C. An individual allegedly associated with "yakuza," a Japanese organized crime group; and/or
- D. An alleged improper payment in the Philippines in connection with Aruze USA.

REQUEST FOR PRODUCTION NO. 49:

All Documents Concerning any Valuation of Aruze USA's shares in WRL prior to February 2012, including but not limited to all Documents Concerning:

- A. Valuations included or referenced in filings with the United States Securities and Exchange Commission, court filings, or the letter from Robert L. Shapiro to Aruze USA's counsel dated December 15, 2011; and/or

- 1 B. The statement, on page 5 of WRL's Memorandum of Points and Authorities
2 in support its Opposition to Mr. Okada's Petition for a Writ of Mandamus,
3 that the value of Aruze USA Inc.'s shares of WRL was approximately \$2.9
4 billion.

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

6 All Documents Concerning the fair value of Aruze USA's stock in WRL for purposes of
7 the Redemption, including but not limited to all Documents Concerning:

- 8 A. The impact on the value of the stock of restrictions on Aruze USA's ability to
9 transfer the stock (also referred to as a "marketability discount");
10 B. The impact on the value of the stock of the fact that Aruze USA's holdings
11 did not represent a controlling interest in WRL (also referred to as a
12 "minority discount");
13 C. The impact on the value of the stock of the size of Aruze USA's block of
14 shares; and/or
15 D. The impact on the value of the stock of information Concerning WRL's
16 business prospects not yet known to the market as of the Redemption date.

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

18 All Documents Concerning the Valuation of Aruze USA's shares in WRL conducted by
19 Moelis & Co. in February 2012, including but not limited to:

- 20 A. All Documents Concerning the decision to retain Moelis & Co.;
21 B. All Documents Concerning the terms of the retention of Moelis & Co.,
22 including the terms of its compensation;
23 C. All Documents Concerning Communications between You or WRL on the
24 one hand and Moelis & Co. or any of its employees on the other;
25 D. All Documents You provided to Moelis & Co. during this retention;
26 E. All drafts of Moelis & Co.'s report regarding the Valuation conducted by
27 Moelis and all edits or comments regarding such drafts;
28

1 F. All Documents Concerning Communications with any Person, whether inside
2 or outside of WRL, Concerning Moelis & Co.'s Valuation; and/or

3 G. All Documents Concerning the relationship between Kenneth Moelis or
4 Moelis & Co. and Stephen A. Wynn or WRL.

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

6 All Documents Concerning Kenneth Moelis' and Moelis & Co.'s work for WRL prior to
7 February 2012.

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

9 All Documents Concerning the Valuation or solvency and surplus Analysis of Aruze
10 USA conducted by Duff & Phelps in February 2012, including but not limited to:

- 11 A. All Documents Concerning the decision to retain the Duff & Phelps;
12 B. All Documents Concerning the terms of the retention of Duff & Phelps,
13 including the terms of its compensation;
14 C. All Documents Concerning Communications between You or WRL on the
15 one hand and Duff & Phelps or any of its employees on the other;
16 D. All Documents You provided to Duff & Phelps during this retention;
17 E. All drafts of the report prepared by Duff & Phelps and all edits or comments
18 regarding such drafts; and/or
19 F. All Documents Concerning Communications with any Person, whether inside
20 or outside of WRL, Concerning Duff & Phelps' work.

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

22 All Documents Concerning Duff & Phelps' work for WRL prior to February 2012.

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

24 All Documents Concerning any Valuation of WRL stock by any Person or entity other
25 than Moelis & Co. or Duff & Phelps from 2006 to the present.

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

27 All Documents Concerning the actual or potential impact on the value of Your shares in
28 WRL as a result of the Stockholders Agreements entered into in 2006 or 2010.

REQUEST FOR PRODUCTION NO. 57:

All Documents Concerning the Promissory Note provided by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares, including but not limited to all Documents Concerning:

- A. All discussions regarding the form in which WRL should pay to Aruze USA the amounts due to Aruze USA as a result of the Redemption of Aruze USA's shares;
- B. The value of the Promissory Note;
- C. The impact of any of the terms of the Promissory Note, or the use of a Promissory Note in general, on the value of the compensation paid by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares;
- D. The impact of the Promissory Note, or any of its terms, on WRL's financial condition or balance sheet;
- E. The "Subordination" provisions (§ 5) of the Promissory Note;
- F. The "Restrictions of Transfer" provision (§ 6) of the Promissory Note; and/or
- G. The "Right to Set-Off" provision (§ 7) of the Promissory Note.

REQUEST FOR PRODUCTION NO. 58:

All Documents Concerning all projections or estimates Concerning the value of WRL as a going concern as of any date within the time period from December 31, 2010 to December 31, 2012.

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REQUEST FOR PRODUCTION NO. 59:

All Documents Concerning any Communications with internal and external auditors regarding the impact of the Redemption of Aruze USA's shares and any Valuation conducted by any Person or entity on WRL's financial condition or balance sheet.

DATED this 29th day of April 2015.

By 

J. Stephen Peek, Esq. (1758)
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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of April, 2015, a true and correct copy of the foregoing **DEFENDANT KAZUO OKADA AND COUNTERCLAIMANTS- DEFENDANTS ARUZE USA, INC. AND UNIVERSAL ENTERTAINMENT CORPORATION'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO LINDA CHEN** was served by the following method(s):

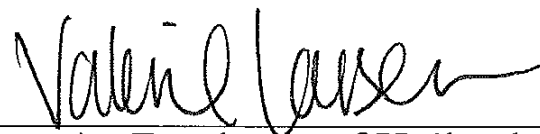
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Please see the attached E-Service Master List

☐ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

☐ Email: by electronically delivering a copy via email to the following e-mail addresses:

☐ Facsimile: by faxing a copy to the following numbers referenced below:



An Employee of Holland & Hart LLP

Holland & Hart LLP
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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

v.

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

**DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS
ARUZE USA, INC. AND UNIVERSAL
ENTERTAINMENT CORPORATION'S
FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO RUSSELL
GOLDSMITH**

Electronic Filing Case

1 **PROPOUNDING PARTY:** DEFENDANT KAZUO OKADA AND
2 COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
3 INC. AND UNIVERSAL ENTERTAINMENT
4 **RESPONDING PARTY:** COUNTERDEFENDANT RUSSELL GOLDSMITH
5 **SET NO.:** ONE

6 Pursuant to NEV. R. CIV. P. 34, Defendant KAZUO OKADA and Counterclaimants-
7 Defendants ARUZE USA, INC. and UNIVERSAL ENTERTAINMENT CORPORATION
8 (collectively, the “Aruze Parties”) hereby request that Counterdefendant Russell Goldsmith
9 produce the following documents and things for inspection and copying in this First Request for
10 Production of Documents (the “Requests”). Such production shall be made within thirty (30)
11 days of service, at Holland & Hart LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada
12 89134. The documents and things subject to these Requests shall remain available to the Aruze
13 Parties’ counsel until such inspection and copying can be reasonably completed.

14 **DEFINITIONS**

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

17 1. The term “Affiliate(s)” means a joint venture partner or a Person linked
18 by direct, indirect, or common equity ownership.

19 2. The terms “Analysis” or “Analyses” mean an Investigation or assessment
20 of a business or Person or subject.

21 3. The term “Archfield” refers to Archfield Limited, including but not
22 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
23 of their respective current and former officers, directors, agents, attorneys, accountants,
24 employees, representatives, partners, consultants, contractors, advisors, and other Persons
25 occupying similar positions or performing similar functions, and all other Persons acting or
26 purporting to act on its behalf or under its control.

27 4. The term “Arkin Group” refers to The Arkin Group LLC, including but
28 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and

1 each of their respective current and former officers, directors, agents, attorneys, accountants,
2 employees, representatives, partners, consultants, contractors, advisors, and other Persons
3 occupying similar positions or performing similar functions, and all other Persons acting or
4 purporting to act on its behalf or under its control.

5 5. The term "Articles of Incorporation" refers to WRL's Articles of
6 Incorporation and all amendments, including but not limited to the original Articles of
7 Incorporation dated June 3, 2002, the Amended and Restated Articles of Incorporation dated on
8 or about June 26, 2002, and the Second Amended and Restated Articles of Incorporation dated
9 September 16, 2002.

10 6. The term "Aruze Parties" refers to Kazuo Okada, Aruze USA, and
11 Universal.

12 7. The term "Aruze USA" refers to Aruze USA, Inc., including but not
13 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
14 of their respective current and former officers, directors, agents, attorneys, accountants,
15 employees, representatives, partners, consultants, contractors, advisors, and other Persons
16 occupying similar positions or performing similar functions, and all other Persons acting or
17 purporting to act on its behalf or under its control.

18 8. The term "Assignment of Interest" means the Assignment of Membership
19 Interest entered into by Aruze USA and WRL on or about September 24, 2002, and any
20 amendments thereto or restatements thereof.

21 9. The term "Baron" means Baron Asset Fund, including but not limited to
22 its predecessors, successors, parents, subsidiaries, committees, subcommittees, divisions and
23 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
24 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
25 Persons occupying similar positions or performing similar functions, and all other Persons
26 acting or purporting to act on its behalf or under its control.

1 10. The term “Business Plans” means any Document that describes a
2 business’ future and plans a company intends or is considering to take to grow revenues and to
3 expand and/or operate.

4 11. The term “Buy-Sell Agreement” means the Buy-Sell Agreement entered
5 into by Aruze USA, Stephen A. Wynn, and Mr. Okada on or about June 13, 2002, any
6 amendments thereto or restatements thereof, and the cancellation thereof.

7 12. The term “Bylaws” refers to WRL’s Bylaws and all amendments,
8 including but not limited to the first Bylaws of WRL dated June 14, 2002, the Second Amended
9 and Restated Bylaws, the Third Amended and Restated Bylaws effective as of September 23,
10 2002 (and as amended on October 21, 2002), the Fourth Amended and Restated Bylaws
11 effective as of November 13, 2006, and the Fifth Amended and Restated Bylaws effective as of
12 November 2, 2012.

13 13. The term “City Ledger Account(s)” means an account through which a
14 Person charges expenses for lodging, entertainment, and other incidentals incurred at WRL or
15 Wynn Macau facilities against funds deposited into the account by that Person.

16 14. The term “the Commission” means the Nevada Gaming Commission and
17 its respective current and former officers, directors, agents, attorneys, accountants, employees,
18 representatives, partners, members, and other Persons occupying similar positions or performing
19 similar functions, and all other Persons acting or purporting to act on its behalf or under its
20 control.

21 15. The term “Communication(s)” means the transmission of information (in
22 the form of facts, ideas, inquiries or otherwise) by any medium, including, without limitation,
23 orally, by personal meeting, in writing, by telephone, letter, telegraph, teleconference, facsimile,
24 telex, telecopy, wire, radio, television, electronic mail, magnetic tape, floppy disk, diagram,
25 graph, chart, drawing, text message, chat room, social media including Facebook and Twitter, or
26 posting or other display on the Internet or the World Wide Web.

27 16. The term “Compliance Committee” means the WRL Compliance
28 Committee collectively and each member individually, as well as each member’s agents,

1 representatives, associates, attorneys, and all other Persons acting or purporting to act on each
2 member's behalf or under each member's control.

3 17. The term "Concerning" shall mean, without limitation, anything that, in
4 whole or in part, contains, constitutes, compromises, deals with, describes, evidences, embodies,
5 reflects, refers to, relates to, mentions, defines, bears upon, pertains Directly or Indirectly to,
6 discusses, alludes to, responds to, mentions, memorializes, records, comments upon, analyzes,
7 explains, summarizes, or is in any other way relevant to the particular subject matter identified.

8 18. The term "Contribution Agreement" refers to the Contribution
9 Agreement entered into among WRL, Stephen A. Wynn, Aruze USA, Baron, and the Kenneth
10 R. Wynn Family Trust on or about June 11, 2002.

11 19. The term "Cotai" refers to the Cotai area of Macau.

12 20. The term "Counterdefendant(s)" refers to Stephen A. Wynn, Kimmarie
13 Sinatra, Linda Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John A. Moran, Marc D.
14 Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman, individually and
15 collectively, and each Person's agents, representatives, associates, attorneys, employees,
16 consultants, contractors, advisors, and all other Persons acting or purporting to act on each
17 Person's behalf or under each Person's control.

18 21. The term "Development of Casino Resorts" means any conduct by any
19 party that relates to the planning, building, establishing, promoting, creation, or formation of a
20 facility which houses and accommodates gambling activities.

21 22. The term "Directly" shall mean acting on one's own or through one's
22 employees, agents, representatives, associates, attorneys, consultants, and all other Persons
23 acting or purporting to act on one's behalf or under one's control.

24 23. The term "Document(s)" includes, but is not limited to, any written,
25 typed, printed, recorded or graphic matter, however produced or reproduced, of any type or
26 description, regardless of origin or location, including but not limited to any and all
27 correspondence, minutes, records, tables, charts, Analyses, graphs, regulations, Investigation
28 results, microfiche or microfilm, training materials, electronic records, electronic logs,

1 schedules, reports, audits, guidelines, Policies, protocols, reviews, assessments, budgets,
2 standing order directives, post orders, manuals, memoranda, hand written and electronic notes,
3 lists, logs, notations, contact sheets, calendar and diary entries, letters (sent or received),
4 telegrams, faxes, telexes, messages (including but not limited to reports of telephone
5 conversations and conferences), studies, rosters, schedules, booklets, circulars, bulletins,
6 instructions, papers, files, minutes, emails, summaries, bulletins, questionnaires, contracts,
7 memoranda or agreements, requests for proposals or responses to requests for proposals,
8 assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks,
9 vouchers, notebooks, receipts, acknowledgments, data processing cards, computer generated
10 matter, photographs, photographic negatives, phonograph records, tape recordings, evaluations,
11 video recordings, wire recordings, discs, other mechanical recording transcripts or logs of any
12 such recordings, all other data compilations from which information can be obtained, or
13 translated if necessary, text messages, chat room transcripts, social media posts (including
14 Facebook and Twitter), or postings or other displaces on the Internet or the World Wide Web,
15 and any other tangible thing of a similar nature. Each Request for a Document or Documents
16 shall be deemed to call for the production of the original Document or Documents to the extent
17 that they are in or subject to, Directly or Indirectly, the control of the party to whom these
18 Requests for Production are directed. In addition, each Request should be considered as
19 including but not limited to all copies and, to the extent applicable, preliminary drafts of
20 Documents that differ in any manner or respect from the original or final draft or from each
21 other (*e.g.*, by reason of differences in form or content or by reason of handwritten notes or
22 comments having been added to one copy of a Document but not on the original or other copies
23 thereof).

24 24. The term “Duff & Phelps” refers to Duff & Phelps, LLC, including but
25 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
26 each of their respective current and former officers, directors, agents, attorneys, accountants,
27 employees, representatives, partners, consultants, contractors, advisors, and other Persons
28

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 25. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
4 representatives, associates, attorneys, and all other Persons acting or purporting to act on her
5 behalf or under her control.

6 26. The term “FCPA” refers to the Foreign Corrupt Practices Act of 1977, 15
7 U.S.C. § 78dd-1, *et seq.*

8 27. The term “Fourth Amended Counterclaim” refers to the Fourth Amended
9 Counterclaim filed in this action on November 26, 2013.

10 28. The term “Freeh Report” refers to the report prepared by Freeh Sporkin
11 under the direction of WRL’s Compliance Committee, attached as Exhibit 1 to WRL’s Second
12 Amended Complaint.

13 29. The term “Freeh Sporkin” refers to Freeh Sporkin & Sullivan LLP (n/k/a
14 Pepper Hamilton LLP), including but not limited to its predecessors, successors, parents,
15 subsidiaries, divisions and Affiliates, and each of their respective current and former partners
16 (including but not limited to Louis J. Freeh), employees, representatives, agents, attorneys,
17 accountants, consultants, contractors, advisors, and other Persons occupying similar positions or
18 performing similar functions, and all other Persons acting or purporting to act on its behalf or
19 under its control.

20 30. The term “Gaming Authority” refers to any entity of any state, nation,
21 tribe, or other governmental unit involved in regulation, administration, licensing, enforcement,
22 and/or any other activities relating to gambling or other gaming activities.

23 31. The term “Government Official(s)” refers to any officer or employee of a
24 government or any department, agency, or instrumentality thereof, or of a public international or
25 national organization, or any Person acting in an official capacity for or on behalf of any such
26 government or department, agency, or instrumentality, or for or on behalf of any such public
27 international or national organization. As used here, “public international or national
28 organization” means (i) an organization that is designated by Executive order pursuant to

1 section 288 of title 22 of the United States Code; or (ii) any other international organization that
2 is designated by the President by Executive order for the purposes of this section, effective as of
3 the date of publication of such order in the Federal Register.

4 32. The term “Indirectly” shall mean acting through an intermediate or
5 intervening Person, pathway, or instrumentality, including by inducing, encouraging, or
6 contributing to another Person’s action(s).

7 33. The term “Investigation(s)” includes but is not limited to any research,
8 examination, review, study, assessment, Analysis, diligence, or inquiry into the matter stated in
9 the Request, whether formal or informal.

10 34. The term “IPO” means the initial public offering of WRL on or about
11 October 25, 2002.

12 35. The term “the LLC” means Valvino Lamore, LLC, including but not
13 limited to its predecessors, successors, parents, subsidiaries, committees, subcommittees,
14 divisions and Affiliates, and each of their respective current and former officers, directors,
15 agents, attorneys, accountants, employees, representatives, partners, members, consultants,
16 contractors, advisors, and other Persons occupying similar positions or performing similar
17 functions, and all other Persons acting or purporting to act on its behalf or under its control.

18 36. The term “Macau” refers to the Macau special administrative region of
19 the People’s Republic of China, including but not limited to the Macau Peninsula itself, Cotai,
20 and the islands of Taipa and Coloane.

21 37. The term “Moelis & Co.” refers to Moelis & Company, including but not
22 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
23 of their respective current and former officers, directors, agents, attorneys, accountants,
24 employees, representatives, partners, consultants, contractors, advisors, and other Persons
25 occupying similar positions or performing similar functions, and all other Persons acting or
26 purporting to act on its behalf or under its control.

27 38. The term “the NGCB” means the Nevada State Gaming Control Board
28 and its respective current and former officers, directors, agents, attorneys, accountants,

1 employees, representatives, partners, members, and other Persons occupying similar positions
2 or performing similar functions, and all other Persons acting or purporting to act on its behalf or
3 under its control.

4 39. The term “Mr. Okada” refers to Kazuo Okada, and his agents,
5 representatives, associates, attorneys, and all other Persons acting or purporting to act on his
6 behalf or under his control.

7 40. The term “Operating Agreement” means the Operating Agreement of the
8 LLC and any and all amendments thereto or restatements thereof.

9 41. The term “PAGCOR” refers to the Philippine Amusement and Gaming
10 Corporation.

11 42. The term “Person(s)” shall mean any natural person or legal entity,
12 including, without limitation, any business, legal, or governmental entity or association.
13 References to any Person shall include that Person’s officers, directors, employees, partners,
14 agents, representatives, attorneys, accountants, consultants, contractors, advisors, corporate
15 parents, predecessors, successors, subsidiaries, committees, subcommittees, divisions, and
16 Affiliates, and any other natural person or legal entity acting or purporting to act on the
17 Person(s)’ behalf or under the Person(s)’ control.

18 43. The term “Philippines” refers to Republic of the Philippines.

19 44. The terms “Policy” or “Policies” refer to policies, procedures,
20 regulations, guidelines, manuals, processes, directives, rules, regulations, and post orders.

21 45. The term “Promissory Note” refers to the “Redemption Price Promissory
22 Note” dated February 18, 2012 and attached to WRL’s February 18, 2012 Form 8-K.

23 46. The term “Redemption” refers to a process whereby WRL purports to
24 redeem securities owned or held by an allegedly Unsuitable Person or an Affiliate of an
25 Unsuitable Person at a set price on a particular date, ending all ownership and ownership rights
26 of the allegedly Unsuitable Person or Affiliate other than the right to receive fair value for the
27 securities redeemed.

28

1 47. The term “Second Amended Complaint” refers to the Second Amended
2 Complaint filed in this action on April 22, 2013.

3 48. The term “Stephen A. Wynn,” refer to Plaintiff and Counterdefendant
4 Stephen A. Wynn and his agents, representatives, associates, attorneys, accountants, employees,
5 consultants, advisors, contractors, and all other Persons acting or purporting to act on his behalf
6 or under his control.

7 49. The term “Stockholders Agreement” refers to any and all agreements
8 entered into by Stephen A. Wynn and/or Elaine Wynn as shareholders of WRL stock, as
9 amended, including but not limited to:

- 10 • the Stockholders Agreement, entered into on or about April 11, 2002, by and
11 among Stephen A. Wynn, Aruze USA, and Baron;
- 12 • the Amendment to Stockholders Agreement, entered into on or about
13 November 8, 2006, by and among Stephen A. Wynn and Aruze USA;
- 14 • the Waiver and Consent, entered into on or about July 31, 2009, by and
15 among Stephen A. Wynn, Baron, and Aruze USA;
- 16 • the Waiver and Consent, entered into on or about August 13, 2009, by and
17 among Stephen A. Wynn and Aruze USA;
- 18 • the Amended and Restated Stockholders Agreement, entered into on or about
19 January 6, 2010, by and among Stephen A. Wynn, Elaine Wynn, and Aruze
20 USA;
- 21 • the Waiver and Consent, entered into on or about November 26, 2010 by and
22 among Stephen A. Wynn, Elaine Wynn, and Aruze USA; and/or
- 23 • the Waiver and Consent, entered into on or about December 15, 2010, by and
24 among Stephen A. Wynn, Elaine Wynn, and Aruze USA.

25 50. The term “Suitability” refers to (i) the determination by a Gaming
26 Authority that a Person is suitable to own or control securities and suitable to be connected or
27 affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a
28 Person has not caused the loss or threatened loss of a gaming license; and/or (iii) the

determination that a Person is unlikely to jeopardize a company's or company's Affiliate application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

51. The term "Term Sheet" means the Term Sheet entered into by the LLC and Aruze USA on or about October 3, 2000.

52. The term "Universal" refers to Universal Entertainment Corporation, including but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each of their respective current and former officers, directors, agents, attorneys, accountants, employees, representatives, partners, consultants, contractors, advisors, and other Persons occupying similar positions or performing similar functions, and all other Persons acting or purporting to act on its behalf or under its control.

53. The term "University of Macau Donation" refers to the pledge made by Wynn Macau in or about May 2011 to donate HK\$1 billion (approximately \$135 million) to the University of Macau Development Foundation, including but not limited to the contributions made or pledged from May 2011 through 2022.

54. The terms "Unsuitable" or "Unsuitability" refer to (i) the determination by a Gaming Authority that a Person is unsuitable to own or control securities or unsuitable to be connected or affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a Person has caused the loss or threatened loss of a gaming license; and/or (iii) the determination that a Person is likely to jeopardize a company's or company's Affiliate application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

55. The term "WRL Board" refers to WRL's Board of Directors collectively and each director individually, as well as each director's agents, representatives, associates, attorneys, and all other Persons acting or purporting to act on each Person's behalf or under each Person's control.

56. The term "Wynn Las Vegas" refers to Wynn Las Vegas, LLC, including but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each of their respective current and former officers, directors, agents, attorneys, accountants, employees, representatives, partners, consultants, contractors, advisors, and other Persons

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 57. The term “Wynn Macau” refers to Wynn Macau, Limited, including but
4 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
5 each of their respective current and former officers, directors, agents, attorneys, accountants,
6 employees, representatives, partners, consultants, contractors, advisors, and other Persons
7 occupying similar positions or performing similar functions, and all other Persons acting or
8 purporting to act on its behalf or under its control.

9 58. The term “WRL,” refers to Plaintiff and Counterdefendant Wynn Resorts,
10 Limited, including but not limited to its predecessors, successors, parents, subsidiaries,
11 committees, subcommittees, divisions and Affiliates, including but not limited to Wynn Macau
12 and Wynn Las Vegas, and each of their respective current and former officers, directors, agents,
13 attorneys, accountants, employees, representatives, partners, consultants, advisors, contractors,
14 and other Persons occupying similar positions or performing similar functions, and all other
15 Persons acting or purporting to act on its behalf or under its control.

16 59. The terms “You,” “Your,” and “Russell Goldsmith” refer to Russell
17 Goldsmith and his agents, representatives, associates, attorneys, employees, consultants,
18 contractors, advisors, and all other Persons acting or purporting to act on his behalf or under his
19 control.

20 INSTRUCTIONS

21 1. Subject to the limitation of Instruction 2 below, each Request calls for (1)
22 the production of Documents in Your possession, custody, or control, including Your personal
23 files (e.g., Documents maintained at Your home, on a personal device, or at a home office); or
24 (2) in the possession, custody, or control of another, other than the Aruze Parties, if You have
25 the ability or right to obtain originals or copies of such Documents, whether or not such right or
26 ability has been exercised.

27 2. You are not required to search, review, or produce Documents that are in
28 the possession, custody, or control of WRL.

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

8 4. Whenever a Document is not produced in full or is produced in redacted
9 form, so indicate on the Document and state with particularity the reason or reasons it is not
10 being produced in full and describe those portions of the Document which are not being
11 produced.

12 5. Unless otherwise indicated, the Requests herein call for Documents that
13 were dated or created, or came into Your possession, custody or control at any time during the
14 period from March 1, 2000 to the present.

15 6. The Aruze Parties reserve their rights to serve supplemental requests for
16 Documents as necessary.

17 7. The Requests below are continuing in nature. If, after making Your
18 initial production and inspection, You obtain or become aware of any further Documents
19 responsive to these Requests, You are requested to produce such additional Documents to the
20 Aruze Parties.

21 8. It is not necessary to provide multiple copies of completely identical
22 Documents that are responsive to more than one Request. In the event that a Document
23 responsive to a given Request is being produced in response to another Request, You may
24 produce only one copy of the Document.

25 9. In order to bring within the scope of these Requests all information that
26 might otherwise be construed to be outside of their scope, the following rules of construction
27 apply: (a) the singular shall include the plural and vice versa; (b) the connectives “and” and “or”
28 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of

1 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
2 “any,” “all” and “each” shall be read to mean any, all, each, and every; (d) the present term shall
3 be construed to include the past tense and vice versa; (e) “on or about” when used in
4 conjunction with a specified date means the period beginning one month before and ending one
5 month after the specified date; (f) references to employees, officers, directors or agents shall
6 include both current and former employees, officers, directors and agents; and (g) references to
7 “he,” “him” and “his” shall be construed to also include “she,” “her” and “hers,” and vice-versa.

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

15 11. The Documents to be produced shall be organized and labeled to
16 correspond to each Request herein. All Documents that are physically attached to each other
17 when located for production shall be left so attached. Documents that are segregated or
18 separated from other Documents, whether by use of binders, files, subfiles, or by dividers, tabs,
19 or any other method, shall be left so segregated or separated. All labels or other forms of
20 identification contained, placed, attached, or appended on or to any binders, files, subfiles,
21 dividers, or tabs shall be produced.

22 12. If any Document requested herein that was formerly in Your possession,
23 custody or control has been destroyed, discarded, or otherwise lost, the Document shall be
24 identified by stating: (a) the nature of the Document, the number of pages, its subject matter and
25 its contents, including but not limited to any attachments or appendices; (b) the author of the
26 Document and all Persons to whom it was sent, including but not limited to cover copies or
27 blind copies; (c) the date on which the Document was prepared or transmitted; (d) the date on
28 which the Document was lost, discarded, or destroyed; (e) the Person who authorized and

1 carried out the destruction; (f) the name of any custodian of any existing copies of the
2 Document; and (g) documents showing the destruction of responsive documents. If no
3 Documents or things exist that are responsive to a particular paragraph of these requests, so
4 state in writing.

5 13. Each Request shall be construed independently and without reference to
6 other requests.

7 14. All electronically stored information ("ESI") and any other Document
8 produced in electronic format, including but not limited to any hard copy Documents copied and
9 produced in electronic format, shall be produced in accordance with the ESI Protocol as agreed
10 between the parties.

11 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

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

13 All Documents Concerning any of the Aruze Parties' contemplated or actual Business
14 Plans and activities in the Philippines, including but not limited to all Documents Concerning:

- 15 A. All Communications involving the Aruze Parties, You, WRL, or any
16 Counterdefendants Concerning the Aruze Parties' Business Plans and
17 activities in the Philippines;
- 18 B. Any discussion at any meeting of the WRL Board or Compliance Committee
19 Concerning the Aruze Parties' Business Plans and activities in the
20 Philippines;
- 21 C. All WRL Compliance Committee Documents Concerning the Aruze Parties'
22 investments in the Philippines, including but not limited to Documents
23 Concerning any Communications between Kevin Tourek and Frank Schreck
24 on or around April 4, 2008;
- 25 D. Any objections raised prior to September 30, 2011 by any Person affiliated
26 with WRL to any potential business opportunities in the Philippines being
27 pursued by any of the Aruze Parties; and/or
28

1 E. WRL's Investigations into any of the Aruze Parties' Business Plans and
2 activities in the Philippines, including but not limited to all Documents
3 Concerning the allegations in Paragraphs 29, 67 and/or 68 of the Second
4 Amended Complaint.

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

6 All Documents Concerning visits to the Philippines by any employee, director, officer,
7 or representative of WRL (including You) from 2000 to the present.

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

9 All Documents Concerning WRL's exploration into the Development of Casino Resorts
10 in the Philippines, including but not limited to all Documents Concerning:

- 11 A. Any impact any such casino resorts would have on WRL's businesses in Las
12 Vegas and Macau;
- 13 B. WRL's Business Plans and activities in the gaming industry in the
14 Philippines; and/or
- 15 C. All Documents Concerning any resolution to preclude Stephen A. Wynn or
16 WRL from the Development of Casino Resorts in the Philippines by the
17 House of Representatives of the Philippines or any other Government
18 Official of the Philippines.

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

20 All Documents Concerning Government Officials, or Persons affiliated with
21 Government Officials, who have received complimentary rooms, meals, gifts, gaming credits,
22 or other things of value from WRL, including but not limited to Documents Concerning
23 statements for City Ledger Accounts for You, WRL, and any Counterdefendant related to such
24 complimentary rooms, meals, gifts, gaming credits, or other things of value from WRL.

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

26 All Documents Concerning City Ledger Accounts, including but not limited to WRL's
27 Policies regarding such accounts and invoices provided to account holders.

28

REQUEST FOR PRODUCTION NO. 6:

All Documents from April 21, 2000 to present Concerning WRL's Business Plans and activities in Macau.

REQUEST FOR PRODUCTION NO. 7:

All Documents Concerning any Investigations by regulatory agencies involving alleged irregularities and/or corruption in any aspect of Your or Wynn Macau's business activities in Macau.

REQUEST FOR PRODUCTION NO. 8:

All Documents Concerning Mr. Okada's January 24, 2013 letter to the WRL Board Concerning WRL's "Cotai Strip" casino development project in Macau, including but not limited to Documents Concerning:

- A. All Communications among WRL Board members;
- B. WRL Board minutes; and/or
- C. Assessments, Investigations, and Analyses conducted by the WRL Board.

REQUEST FOR PRODUCTION NO. 9:

All Documents Concerning the factual statements in Paragraphs 46-48 of Robert Miller's February 5, 2013 Declaration (filed in the Federal Securities Suit, Docket No. 20), in which Mr. Miller asserts that there was no wrongdoing in connection with the \$50 million payment made to Tien Chiao Entertainment and Investment Company Limited.

REQUEST FOR PRODUCTION NO. 10:

All Documents Concerning the University of Macau Donation, including but not limited to all Documents Concerning:

- A. All copies, drafts, or versions of the Wynn Macau "Donation/Sponsorship Request Form" Concerning the University of Macau Donation;
- B. The names and contact information for all known members of the University of Macau Development Foundation ("UMDF") from January 2010 to present, including any list of such Persons or information;

- 1 C. Any Persons advising on the University of Macau Donation, including but
2 not limited to any law firms/attorneys, third party consultants, investment
3 bankers, and lobbyists;
- 4 D. Any Due Diligence of the University of Macau Donation or of any Persons
5 related to the University of Macau and UMDF;
- 6 E. All Communications between WRL or Wynn Macau on the one hand, and
7 the University of Macau, UMDF, or any representative or Affiliate of each
8 on the other;
- 9 F. Any plans or purported plans for the funds provided for in the University of
10 Macau Donation, including but not limited to any plans for an academy, an
11 endowment fund, a new business program on Henquin Island, and/or a
12 database to be open to the public;
- 13 G. The records required to be retained by any of WRL's or Wynn Macau's
14 Policies;
- 15 H. The transfer of funds by WRL or Wynn Macau to the University of Macau,
16 UMDF, or any representative or Affiliate of each;
- 17 I. All notes, reports, Communications, or other materials by, with, or otherwise
18 involving members of the WRL Board;
- 19 J. All legal opinions and FCPA Analyses Concerning the donation, including
20 but not limited to advice provided by Gibson, Dunn & Crutcher LLP;
- 21 K. All Communications between WRL or Wynn Macau on the one hand, and
22 Mr. Marc Schorr, Ms. Linda Chen, Mr. Chu Sai On, Mr. Jeffrey Lam, Mr.
23 "Peter" Lam Kam Seng, Mr. Iao Man Leng, Mr. Zhang Luchuan, Mr. Lam
24 Wai, Mr. Ho Ping, "Dore," Charles Heung, Mr. Ho Ho, or any representative
25 of each on the other, Concerning the University of Macau Donation; and/or
- 26 L. All Documents Concerning Mr. Okada's May 2011 objection and vote
27 against the University of Macau Donation, including but not limited to
28 Documents Concerning Communications involving WRL Board members,

Wynn Macau Board members, minutes of meetings of the WRL Board, minutes of meetings of the Wynn Macau Board or any Assessments, Investigations, and Analyses conducted by or on behalf of WRL, Wynn Macau or either of their Boards.

REQUEST FOR PRODUCTION NO. 11:

All Documents from April 21, 2000 to present Concerning donations made by WRL, Wynn Macau, or Wynn Las Vegas to any charitable organization where the value of the funds or goods donated exceeded \$1 million, including but not limited to Documents Concerning WRL's donation of a \$10 million Ming vase to the Macau Museum in 2006.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning the following Documents Bylaws and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning Communications Concerning their negotiation, drafting, and execution:

- A. The Articles of Incorporation;
- B. The Bylaws;
- C. The Contribution Agreement;
- D. The Stockholders Agreement;
- E. The Operating Agreement;
- F. The Term Sheet; and/or
- G. The Assignment of Interest.

REQUEST FOR PRODUCTION NO. 13:

All Documents Concerning the IPO, including but not limited to Documents Concerning Communications Concerning the negotiation, drafting, and execution of the Documents underlying the IPO.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning any Redemption provisions in the Articles of Incorporation, Operating Agreement, Buy-Sell Agreement, or other Document governing WRL or a predecessor, including but not limited to all Documents Concerning Communications with the

1 NGCB, the Commission, or other Gaming Authority Concerning Redemption provisions
2 governing WRL or a predecessor.

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

4 All Documents Concerning Kimmarie Sinatra's training and responsibilities Concerning
5 Section 402 of the Sarbanes-Oxley Act, including but not limited to all Documents Concerning
6 Kimmarie Sinatra's Communications with any Person or entity regarding Section 402 of the
7 Sarbanes-Oxley Act.

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

9 All Documents Concerning the decision by the WRL Compliance Committee to not
10 permit a loan from WRL to Aruze USA or to provide a "backstop" to a loan from Deutsche
11 Bank to Aruze USA, including but not limited to all Documents Concerning Kimmarie Sinatra's
12 or Your involvement in these decisions.

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

14 All Documents Concerning or reflecting Stephen A. Wynn's involvement in or control
15 over the WRL Compliance Committee.

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

17 All Documents Concerning any Communications Concerning the possibility of not
18 releasing the Freeh Report in exchange for any concessions or actions of any kind by any of the
19 Aruze Parties, including but not limited to Aruze USA selling its stock in WRL.

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

21 All Documents Concerning WRL's retention of the Arkin Group and the Arkin Group's
22 Investigation referred to in Paragraphs 30-33 of the Second Amended Complaint.

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

24 All Documents Concerning the WRL Compliance Committee's retention of Archfield
25 and Archfield's Investigation referred to in Paragraph 36 of the Second Amended Complaint.

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

27 All Documents Concerning any Investigation of any of the Aruze Parties or their
28 businesses in the Philippines and Korea conducted by Freeh Sporkin.

REQUEST FOR PRODUCTION NO. 22:

All Documents Concerning the resolutions adopted by the WRL Board on February 18, 2012, as alleged in Paragraph 87 of the Second Amended Complaint, including but not limited to all Documents Concerning:

- A. The WRL Board's determination that Aruze USA and Universal were likely to jeopardize WRL's and its affiliated companies' gaming licenses;
- B. The WRL Board's determination that Mr. Okada, Aruze USA, and Universal were Unsuitable Persons under the Articles of Incorporation;
- C. The WRL Board's determination to redeem Aruze USA's shares in WRL for approximately \$1,936 billion through a promissory note; and/or
- D. The basis for each of the WRL Board's determinations set forth above, including all information considered by the WRL Board before making each of these determinations.

REQUEST FOR PRODUCTION NO. 23:

All Documents Concerning Communications prior to February 19, 2012 Concerning the possibility of redeeming Aruze USA's shares in WRL.

REQUEST FOR PRODUCTION NO. 24:

All Documents Concerning all meetings or conference calls held involving You and any of the Aruze Parties (or their representatives) where Investigations by WRL into any of the Aruze Parties were discussed, including but not limited to notes or outlines prepared before the meetings/conference calls, summaries prepared afterwards, or Communications Concerning the meetings/conference calls.

REQUEST FOR PRODUCTION NO. 25:

All Documents Concerning the demand for Documents made by Mr. Okada through his counsel on or about October 24, 2011 (communicated in a letter from Gidon M. Caine to Robert L. Shapiro, produced at WYNN001420-1421, Confidential), including but not limited to all Documents Concerning:

- 1 A. All Communications Concerning whether and how WRL could resist or
2 refuse Mr. Okada's demand;
- 3 B. All Communications among any WRL officers or directors Concerning the
4 fairness or appropriateness of WRL's determination to not provide Mr.
5 Okada with Documents Concerning WRL's Investigation;
- 6 C. Whether or not a member of the WRL Board is entitled by that status to
7 review materials subject to any privilege held by WRL; and/or
- 8 D. Whether the WRL investigative report Concerning Mr. Okada was
9 privileged, as claimed by Kimmarie Sinatra at a meeting with Mr. Okada and
10 his lawyers on or about October 4, 2011.

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

12 All Documents Concerning the factual claims and assertions contained in the letter from
13 Robert L. Shapiro, Esq. to Robert D. Faiss on October 12, 2011 (produced at WYNN001417-
14 1419, Confidential).

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

16 All Documents Concerning whether Mr. Okada would be allowed to address the
17 allegations made against him during the November 1, 2011 meeting of the WRL Board.

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

19 All Documents Concerning instances (other than those involving Mr. Okada and/or
20 Aruze USA) where the WRL Board considered whether any Person was Unsuitable under the
21 Articles of Incorporation or considered whether to redeem any shareholder's shares.

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

23 All Documents Concerning WRL's Policies Concerning the consideration of whether
24 any Person is Unsuitable under the Articles of Incorporation or the consideration of whether to
25 redeem any shareholder's shares.

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

27 All Documents Concerning any Investigation conducted by WRL's Compliance
28 Committee into any Person, including Stephen A. Wynn but not including Mr. Okada, pursuant

1 to the requirement (referred to in Paragraph 14 of the Second Amended Complaint) that it
2 “investigate senior officers, directors, and key employees to protect WRL from becoming
3 associated from [sic] any unsuitable persons,” including but not limited to Documents sufficient
4 to identify all subjects of such Investigations.

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

6 All Documents Concerning any Investigation conducted by WRL’s Compliance
7 Committee into Mr. Okada pursuant to the requirement (referred to in Paragraph 14 of the
8 Second Amended Complaint) that it “investigate senior officers, directors, and key employees
9 to protect WRL from becoming associated from [sic] any unsuitable persons.”

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

11 All Documents Concerning the removal of Mr. Okada as Vice Chairman of WRL and/or
12 as a director of WRL and/or Wynn Macau

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

14 All Documents Concerning the elimination of the position of Vice Chairman of the
15 WRL Board.

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

17 All Documents Concerning Frank A. Schreck’s resignation as Chairman of Universal’s
18 Compliance Committee on September 27, 2011, including but not limited to all
19 Communications to or from Frank A. Schreck, WRL, and any of the Counterdefendants.

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

21 All Documents Concerning any Investigation of WRL or its employees, officers,
22 shareholders, or directors (including but not limited to You and any of the Aruze Parties) by any
23 local, state, federal, or foreign law enforcement agency, regulatory agency, or Gaming
24 Authority, including but not limited to all Documents Concerning any Investigation by the
25 Commission, the NGCB, the U.S. Securities and Exchange Commission, the United States
26 Department of Justice (“DOJ”), Philippine Securities and Exchange Commission (“Philippine
27 SEC”), the Philippine Department of Justice, or the Macau Gaming Commission Concerning:

28 A. Wynn Macau’s pledge to donate to the UMDF;

- B. WRL's purported Redemption of Aruze's shares of WRL;
- C. Any alleged payment, benefit, or gift by any of the Aruze Parties to former or current members of PAGCOR;
- D. The Land Concession Contract included as exhibit 10.1 to WRL's Form 8-K filing on May 2, 2012;
- E. The payment of \$50 million to Tien Chiao by Palo Real Estate Company Limited as disclosed in exhibit 99.1 to WRL's Form 8-K filing on September 11, 2009; and/or
- F. The FCPA or any other anti-corruption laws.

REQUEST FOR PRODUCTION NO. 36:

All Documents Concerning submissions to the Nominating and Corporate Governance Committee of WRL Concerning the nomination of individuals to serve as directors of WRL, as required by Paragraph 2(a) of the Stockholders Agreement, including but not limited to all Documents Concerning Stephen A. Wynn's refusal or acceptance to endorse individuals nominated to serve as directors of WRL;

REQUEST FOR PRODUCTION NO. 37:

All Documents Concerning WRL's Policies and training, including all Documents Concerning Communications to the WRL Board, Concerning:

- A. Membership on the WRL Board and procedure for nominating members to the WRL Board;
- B. Removal of Persons from the WRL Board;
- C. Compliance with the Nevada Revised Statutes and the Nevada Gaming Commission Regulations;
- D. Compliance with the Sarbanes-Oxley Act, including Section 402;
- E. Compliance with the FCPA or any other anti-corruption law;
- F. The adoption of resolutions by WRL's Board;
- G. WRL's Gaming and Compliance Program;

1 H. WRL's "anti-bribery rules and regulations," referenced in Paragraph 34 of
2 the Second Amended Complaint:

3 I. WRL's, Wynn Resorts (Macau) S.A.'s, or their Affiliates and predecessors'
4 Anti-Corruption Policy from January 1, 2000 to present.

5 J. Determinations of "unsuitability" under the Articles of Incorporation;

6 K. The confidentiality and privacy of guest information, including guest
7 information in Macau;

8 L. Data privacy laws in Macau;

9 M. Amendments to the Articles of Incorporation;

10 N. The Development of Casino Resorts at new casino gaming sites, including
11 but not limited to the Investigation or audit of proposed new sites;

12 O. All notices sent to members of the WRL Board regarding training;

13 P. Restrictions on shares of WRL owned by officers and directors of WRL,
14 including any prohibition on pledging such shares; and/or

15 Q. Any other Policies relevant to WRL's allegations against any of the Aruze
16 Parties.

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

18 All Documents Concerning Mr. Okada's alleged statements during any meeting of the
19 WRL Board Concerning payments to foreign Government Officials, the FCPA, or any other
20 anti-corruption laws, as alleged in Paragraph 34 of the Second Amended Complaint.

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

22 All agendas, presentations, reports, notes, and minutes Concerning each meeting of the
23 WRL Board from 2002 to the present.

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

25 All agendas, presentations, reports, notes, and minutes Concerning each meeting of any
26 Committee of the WRL Board, including without limitation the Audit Committee, the
27 Compensation Committee, the Compliance Committee, and the Nominating and Corporate
28 Governance Committee, from 2002 to the present.

REQUEST FOR PRODUCTION NO. 41:

All agendas, presentations, reports, notes, and minutes Concerning executive sessions held by members of the WRL Board, including but not limited to a session held on or about July 28, 2011.

REQUEST FOR PRODUCTION NO. 42:

All agendas, presentations, reports, notes, and minutes Concerning each meeting of the Wynn Macau Board of Directors, any Committee of the Wynn Macau Board of Directors, or executive sessions held by members of the Wynn Macau Board of Directors, including but not limited to meetings held on or about June 10, 2010 and August 20, 2010.

REQUEST FOR PRODUCTION NO. 43:

All Documents Concerning the “investigation” conducted by WRL management and referred to in Paragraph 23 of the Second Amended Complaint, including without limitation (a) all Documents Concerning the decision to undertake the Investigation; (b) Documents sufficient to show the identities of all Persons participating in the Investigation; (c) all Documents collected, reviewed, or prepared during the Investigation; and (d) copies of all draft and final versions of the “written report” referred to in Paragraph 23.

REQUEST FOR PRODUCTION NO. 44:

To the extent they are different than the report referenced in Request 91, all Documents Concerning any Investigations discussed or referenced during the November 1, 2011 WRL Board meeting Concerning the Philippines or Mr. Okada.

REQUEST FOR PRODUCTION NO. 45:

All Documents Concerning Your, Stephen A. Wynn’s, a member of the WRL Board’s, a Counterdefendant’s, or WRL’s licensing, Suitability, or other similar determination (including threatened, potential, or actual determinations of Unsuitability or revocation of gaming licenses) by the NGCB, the Commission, or similar Gaming Authorities of any other state, nation, tribe, or other governmental unit, including but not limited to Missouri, Illinois, Mississippi, Massachusetts, the Philippines, China, Macau, or Japan, or any decisions not to seek such a determination because of concerns about a negative outcome.

REQUEST FOR PRODUCTION NO. 46:

All Documents Concerning WRL's efforts to obtain a gaming license in Massachusetts.

REQUEST FOR PRODUCTION NO. 47:

All Documents Concerning Communications between WRL on the one hand, and the NGCB, the Federal Bureau of Investigation, the United States Department of Justice, the Philippine Department of Justice, or members of the press (including but not limited to Reuters) on the other, Concerning any of the Aruze Parties, including but not limited to Documents sufficient to identify all reporters or members of the press involved in Communications Concerning any of the Aruze Parties.

REQUEST FOR PRODUCTION NO. 48:

All Documents Concerning WRL's public statement on October 2, 2012 Concerning the denial of Aruze USA and Universal's Motion for Preliminary Injunction, including but not limited to all Documents Concerning:

- A. The Investigations allegedly initiated by law enforcement and regulatory authorities in the United States and multiple jurisdictions in Asia;
- B. The purported business connections and common shareholding in a Hong Kong entity by Mr. Okada;
- C. An individual allegedly associated with "yakuza," a Japanese organized crime group; and/or
- D. An alleged improper payment in the Philippines in connection with Aruze USA.

REQUEST FOR PRODUCTION NO. 49:

All Documents Concerning any Valuation of Aruze USA's shares in WRL prior to February 2012, including but not limited to all Documents Concerning:

- A. Valuations included or referenced in filings with the United States Securities and Exchange Commission, court filings, or the letter from Robert L. Shapiro to Aruze USA's counsel dated December 15, 2011; and/or

- 1 B. The statement, on page 5 of WRL's Memorandum of Points and Authorities
2 in support its Opposition to Mr. Okada's Petition for a Writ of Mandamus,
3 that the value of Aruze USA Inc.'s shares of WRL was approximately \$2.9
4 billion.

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

6 All Documents Concerning the fair value of Aruze USA's stock in WRL for purposes of
7 the Redemption, including but not limited to all Documents Concerning:

- 8 A. The impact on the value of the stock of restrictions on Aruze USA's ability to
9 transfer the stock (also referred to as a "marketability discount");
10 B. The impact on the value of the stock of the fact that Aruze USA's holdings
11 did not represent a controlling interest in WRL (also referred to as a
12 "minority discount");
13 C. The impact on the value of the stock of the size of Aruze USA's block of
14 shares; and/or
15 D. The impact on the value of the stock of information Concerning WRL's
16 business prospects not yet known to the market as of the Redemption date.

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

18 All Documents Concerning the Valuation of Aruze USA's shares in WRL conducted by
19 Moelis & Co. in February 2012, including but not limited to:

- 20 A. All Documents Concerning the decision to retain Moelis & Co.;
21 B. All Documents Concerning the terms of the retention of Moelis & Co.,
22 including the terms of its compensation;
23 C. All Documents Concerning Communications between You or WRL on the
24 one hand and Moelis & Co. or any of its employees on the other;
25 D. All Documents You provided to Moelis & Co. during this retention;
26 E. All drafts of Moelis & Co.'s report regarding the Valuation conducted by
27 Moelis and all edits or comments regarding such drafts;
28

1 F. All Documents Concerning Communications with any Person, whether inside
2 or outside of WRL, Concerning Moelis & Co.'s Valuation; and/or

3 G. All Documents Concerning the relationship between Kenneth Moelis or
4 Moelis & Co. and Stephen A. Wynn or WRL.

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

6 All Documents Concerning Kenneth Moelis' and Moelis & Co.'s work for WRL prior to
7 February 2012.

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

9 All Documents Concerning the Valuation or solvency and surplus Analysis of Aruze
10 USA conducted by Duff & Phelps in February 2012, including but not limited to:

11 A. All Documents Concerning the decision to retain the Duff & Phelps;

12 B. All Documents Concerning the terms of the retention of Duff & Phelps,
13 including the terms of its compensation;

14 C. All Documents Concerning Communications between You or WRL on the
15 one hand and Duff & Phelps or any of its employees on the other;

16 D. All Documents You provided to Duff & Phelps during this retention;

17 E. All drafts of the report prepared by Duff & Phelps and all edits or comments
18 regarding such drafts; and/or

19 F. All Documents Concerning Communications with any Person, whether inside
20 or outside of WRL, Concerning Duff & Phelps' work.

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

22 All Documents Concerning Duff & Phelps' work for WRL prior to February 2012.

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

24 All Documents Concerning any Valuation of WRL stock by any Person or entity other
25 than Moelis & Co. or Duff & Phelps from 2006 to the present.

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

27 All Documents Concerning the actual or potential impact on the value of Your shares in
28 WRL as a result of the Stockholders Agreements entered into in 2006 or 2010.

REQUEST FOR PRODUCTION NO. 57:

All Documents Concerning the Promissory Note provided by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares, including but not limited to all Documents Concerning:

- A. All discussions regarding the form in which WRL should pay to Aruze USA the amounts due to Aruze USA as a result of the Redemption of Aruze USA's shares;
- B. The value of the Promissory Note;
- C. The impact of any of the terms of the Promissory Note, or the use of a Promissory Note in general, on the value of the compensation paid by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares;
- D. The impact of the Promissory Note, or any of its terms, on WRL's financial condition or balance sheet;
- E. The "Subordination" provisions (§ 5) of the Promissory Note;
- F. The "Restrictions of Transfer" provision (§ 6) of the Promissory Note; and/or
- G. The "Right to Set-Off" provision (§ 7) of the Promissory Note.

REQUEST FOR PRODUCTION NO. 58:

All Documents Concerning all projections or estimates Concerning the value of WRL as a going concern as of any date within the time period from December 31, 2010 to December 31, 2012.

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REQUEST FOR PRODUCTION NO. 59:

All Documents Concerning any Communications with internal and external auditors regarding the impact of the Redemption of Aruze USA's shares and any Valuation conducted by any Person or entity on WRL's financial condition or balance sheet.

DATED this 29th day of April 2015.

By



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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of April, 2015, a true and correct copy of the foregoing **DEFENDANT KAZUO OKADA AND COUNTERCLAIMANTS- DEFENDANTS ARUZE USA, INC. AND UNIVERSAL ENTERTAINMENT CORPORATION'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO RUSSELL GOLDSMITH** was served by the following method(s):

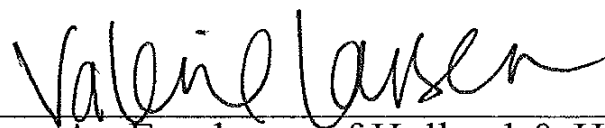
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Please see the attached E-Service Master List

☐ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

☐ Email: by electronically delivering a copy via email to the following e-mail addresses:

☐ Facsimile: by faxing a copy to the following numbers referenced below:



An Employee of Holland & Hart LLP

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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

v.

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

**DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS
ARUZE USA, INC. AND UNIVERSAL
ENTERTAINMENT CORPORATION'S
FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO RAY R. IRANI**

Electronic Filing Case

PROPOUNDING PARTY: DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
INC. AND UNIVERSAL ENTERTAINMENT
CORPORATION

RESPONDING PARTY: COUNTERDEFENDANT RAY R. IRANI

SET NO.: ONE

Pursuant to NEV. R. CIV. P. 34, Defendant KAZUO OKADA and Counterclaimants-
Defendants ARUZE USA, INC. and UNIVERSAL ENTERTAINMENT CORPORATION
(collectively, the “Aruze Parties”) hereby request that Counterdefendant Ray R. Irani produce
the following documents and things for inspection and copying in this First Request for
Production of Documents (the “Requests”). Such production shall be made within thirty (30)
days of service, at Holland & Hart LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada
89134. The documents and things subject to these Requests shall remain available to the Aruze
Parties’ counsel until such inspection and copying can be reasonably completed.

DEFINITIONS

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

1. The term “Affiliate(s)” means a joint venture partner or a Person linked
by direct, indirect, or common equity ownership.

2. The terms “Analysis” or “Analyses” mean an Investigation or assessment
of a business or Person or subject.

3. The term “Archfield” refers to Archfield Limited, including but not
limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
of their respective current and former officers, directors, agents, attorneys, accountants,
employees, representatives, partners, consultants, contractors, advisors, and other Persons
occupying similar positions or performing similar functions, and all other Persons acting or
purporting to act on its behalf or under its control.

4. The term “Arkin Group” refers to The Arkin Group LLC, including but
not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and

1 each of their respective current and former officers, directors, agents, attorneys, accountants,
2 employees, representatives, partners, consultants, contractors, advisors, and other Persons
3 occupying similar positions or performing similar functions, and all other Persons acting or
4 purporting to act on its behalf or under its control.

5 5. The term "Articles of Incorporation" refers to WRL's Articles of
6 Incorporation and all amendments, including but not limited to the original Articles of
7 Incorporation dated June 3, 2002, the Amended and Restated Articles of Incorporation dated on
8 or about June 26, 2002, and the Second Amended and Restated Articles of Incorporation dated
9 September 16, 2002.

10 6. The term "Aruze Parties" refers to Kazuo Okada, Aruze USA, and
11 Universal.

12 7. The term "Aruze USA" refers to Aruze USA, Inc., including but not
13 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
14 of their respective current and former officers, directors, agents, attorneys, accountants,
15 employees, representatives, partners, consultants, contractors, advisors, and other Persons
16 occupying similar positions or performing similar functions, and all other Persons acting or
17 purporting to act on its behalf or under its control.

18 8. The term "Assignment of Interest" means the Assignment of Membership
19 Interest entered into by Aruze USA and WRL on or about September 24, 2002, and any
20 amendments thereto or restatements thereof.

21 9. The term "Baron" means Baron Asset Fund, including but not limited to
22 its predecessors, successors, parents, subsidiaries, committees, subcommittees, divisions and
23 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
24 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
25 Persons occupying similar positions or performing similar functions, and all other Persons
26 acting or purporting to act on its behalf or under its control.

1 10. The term “Business Plans” means any Document that describes a
2 business’ future and plans a company intends or is considering to take to grow revenues and to
3 expand and/or operate.

4 11. The term “Buy-Sell Agreement” means the Buy-Sell Agreement entered
5 into by Aruze USA, Stephen A. Wynn, and Mr. Okada on or about June 13, 2002, any
6 amendments thereto or restatements thereof, and the cancellation thereof.

7 12. The term “Bylaws” refers to WRL’s Bylaws and all amendments,
8 including but not limited to the first Bylaws of WRL dated June 14, 2002, the Second Amended
9 and Restated Bylaws, the Third Amended and Restated Bylaws effective as of September 23,
10 2002 (and as amended on October 21, 2002), the Fourth Amended and Restated Bylaws
11 effective as of November 13, 2006, and the Fifth Amended and Restated Bylaws effective as of
12 November 2, 2012.

13 13. The term “City Ledger Account(s)” means an account through which a
14 Person charges expenses for lodging, entertainment, and other incidentals incurred at WRL or
15 Wynn Macau facilities against funds deposited into the account by that Person.

16 14. The term “the Commission” means the Nevada Gaming Commission and
17 its respective current and former officers, directors, agents, attorneys, accountants, employees,
18 representatives, partners, members, and other Persons occupying similar positions or performing
19 similar functions, and all other Persons acting or purporting to act on its behalf or under its
20 control.

21 15. The term “Communication(s)” means the transmission of information (in
22 the form of facts, ideas, inquiries or otherwise) by any medium, including, without limitation,
23 orally, by personal meeting, in writing, by telephone, letter, telegraph, teleconference, facsimile,
24 telex, telecopy, wire, radio, television, electronic mail, magnetic tape, floppy disk, diagram,
25 graph, chart, drawing, text message, chat room, social media including Facebook and Twitter, or
26 posting or other display on the Internet or the World Wide Web.

27 16. The term “Compliance Committee” means the WRL Compliance
28 Committee collectively and each member individually, as well as each member’s agents,

1 representatives, associates, attorneys, and all other Persons acting or purporting to act on each
2 member's behalf or under each member's control.

3 17. The term "Concerning" shall mean, without limitation, anything that, in
4 whole or in part, contains, constitutes, compromises, deals with, describes, evidences, embodies,
5 reflects, refers to, relates to, mentions, defines, bears upon, pertains Directly or Indirectly to,
6 discusses, alludes to, responds to, mentions, memorializes, records, comments upon, analyzes,
7 explains, summarizes, or is in any other way relevant to the particular subject matter identified.

8 18. The term "Contribution Agreement" refers to the Contribution
9 Agreement entered into among WRL, Stephen A. Wynn, Aruze USA, Baron, and the Kenneth
10 R. Wynn Family Trust on or about June 11, 2002.

11 19. The term "Cotai" refers to the Cotai area of Macau.

12 20. The term "Counterdefendant(s)" refers to Stephen A. Wynn, Kimmarie
13 Sinatra, Linda Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John A. Moran, Marc D.
14 Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman, individually and
15 collectively, and each Person's agents, representatives, associates, attorneys, employees,
16 consultants, contractors, advisors, and all other Persons acting or purporting to act on each
17 Person's behalf or under each Person's control.

18 21. The term "Development of Casino Resorts" means any conduct by any
19 party that relates to the planning, building, establishing, promoting, creation, or formation of a
20 facility which houses and accommodates gambling activities.

21 22. The term "Directly" shall mean acting on one's own or through one's
22 employees, agents, representatives, associates, attorneys, consultants, and all other Persons
23 acting or purporting to act on one's behalf or under one's control.

24 23. The term "Document(s)" includes, but is not limited to, any written,
25 typed, printed, recorded or graphic matter, however produced or reproduced, of any type or
26 description, regardless of origin or location, including but not limited to any and all
27 correspondence, minutes, records, tables, charts, Analyses, graphs, regulations, Investigation
28 results, microfiche or microfilm, training materials, electronic records, electronic logs,

1 schedules, reports, audits, guidelines, Policies, protocols, reviews, assessments, budgets,
2 standing order directives, post orders, manuals, memoranda, hand written and electronic notes,
3 lists, logs, notations, contact sheets, calendar and diary entries, letters (sent or received),
4 telegrams, faxes, telexes, messages (including but not limited to reports of telephone
5 conversations and conferences), studies, rosters, schedules, booklets, circulars, bulletins,
6 instructions, papers, files, minutes, emails, summaries, bulletins, questionnaires, contracts,
7 memoranda or agreements, requests for proposals or responses to requests for proposals,
8 assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks,
9 vouchers, notebooks, receipts, acknowledgments, data processing cards, computer generated
10 matter, photographs, photographic negatives, phonograph records, tape recordings, evaluations,
11 video recordings, wire recordings, discs, other mechanical recording transcripts or logs of any
12 such recordings, all other data compilations from which information can be obtained, or
13 translated if necessary, text messages, chat room transcripts, social media posts (including
14 Facebook and Twitter), or postings or other displaces on the Internet or the World Wide Web,
15 and any other tangible thing of a similar nature. Each Request for a Document or Documents
16 shall be deemed to call for the production of the original Document or Documents to the extent
17 that they are in or subject to, Directly or Indirectly, the control of the party to whom these
18 Requests for Production are directed. In addition, each Request should be considered as
19 including but not limited to all copies and, to the extent applicable, preliminary drafts of
20 Documents that differ in any manner or respect from the original or final draft or from each
21 other (e.g., by reason of differences in form or content or by reason of handwritten notes or
22 comments having been added to one copy of a Document but not on the original or other copies
23 thereof).

24 24. The term “Duff & Phelps” refers to Duff & Phelps, LLC, including but
25 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
26 each of their respective current and former officers, directors, agents, attorneys, accountants,
27 employees, representatives, partners, consultants, contractors, advisors, and other Persons
28

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 25. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
4 representatives, associates, attorneys, and all other Persons acting or purporting to act on her
5 behalf or under her control.

6 26. The term “FCPA” refers to the Foreign Corrupt Practices Act of 1977, 15
7 U.S.C. § 78dd-1, *et seq.*

8 27. The term “Fourth Amended Counterclaim” refers to the Fourth Amended
9 Counterclaim filed in this action on November 26, 2013.

10 28. The term “Freeh Report” refers to the report prepared by Freeh Sporkin
11 under the direction of WRL’s Compliance Committee, attached as Exhibit 1 to WRL’s Second
12 Amended Complaint.

13 29. The term “Freeh Sporkin” refers to Freeh Sporkin & Sullivan LLP (n/k/a
14 Pepper Hamilton LLP), including but not limited to its predecessors, successors, parents,
15 subsidiaries, divisions and Affiliates, and each of their respective current and former partners
16 (including but not limited to Louis J. Freeh), employees, representatives, agents, attorneys,
17 accountants, consultants, contractors, advisors, and other Persons occupying similar positions or
18 performing similar functions, and all other Persons acting or purporting to act on its behalf or
19 under its control.

20 30. The term “Gaming Authority” refers to any entity of any state, nation,
21 tribe, or other governmental unit involved in regulation, administration, licensing, enforcement,
22 and/or any other activities relating to gambling or other gaming activities.

23 31. The term “Government Official(s)” refers to any officer or employee of a
24 government or any department, agency, or instrumentality thereof, or of a public international or
25 national organization, or any Person acting in an official capacity for or on behalf of any such
26 government or department, agency, or instrumentality, or for or on behalf of any such public
27 international or national organization. As used here, “public international or national
28 organization” means (i) an organization that is designated by Executive order pursuant to

1 section 288 of title 22 of the United States Code; or (ii) any other international organization that
2 is designated by the President by Executive order for the purposes of this section, effective as of
3 the date of publication of such order in the Federal Register.

4 32. The term “Indirectly” shall mean acting through an intermediate or
5 intervening Person, pathway, or instrumentality, including by inducing, encouraging, or
6 contributing to another Person’s action(s).

7 33. The term “Investigation(s)” includes but is not limited to any research,
8 examination, review, study, assessment, Analysis, diligence, or inquiry into the matter stated in
9 the Request, whether formal or informal.

10 34. The term “IPO” means the initial public offering of WRL on or about
11 October 25, 2002.

12 35. The term “the LLC” means Valvino Lamore, LLC, including but not
13 limited to its predecessors, successors, parents, subsidiaries, committees, subcommittees,
14 divisions and Affiliates, and each of their respective current and former officers, directors,
15 agents, attorneys, accountants, employees, representatives, partners, members, consultants,
16 contractors, advisors, and other Persons occupying similar positions or performing similar
17 functions, and all other Persons acting or purporting to act on its behalf or under its control.

18 36. The term “Macau” refers to the Macau special administrative region of
19 the People’s Republic of China, including but not limited to the Macau Peninsula itself, Cotai,
20 and the islands of Taipa and Coloane.

21 37. The term “Moelis & Co.” refers to Moelis & Company, including but not
22 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
23 of their respective current and former officers, directors, agents, attorneys, accountants,
24 employees, representatives, partners, consultants, contractors, advisors, and other Persons
25 occupying similar positions or performing similar functions, and all other Persons acting or
26 purporting to act on its behalf or under its control.

27 38. The term “the NGCB” means the Nevada State Gaming Control Board
28 and its respective current and former officers, directors, agents, attorneys, accountants,

1 employees, representatives, partners, members, and other Persons occupying similar positions
2 or performing similar functions, and all other Persons acting or purporting to act on its behalf or
3 under its control.

4 39. The term “Mr. Okada” refers to Kazuo Okada, and his agents,
5 representatives, associates, attorneys, and all other Persons acting or purporting to act on his
6 behalf or under his control.

7 40. The term “Operating Agreement” means the Operating Agreement of the
8 LLC and any and all amendments thereto or restatements thereof.

9 41. The term “PAGCOR” refers to the Philippine Amusement and Gaming
10 Corporation.

11 42. The term “Person(s)” shall mean any natural person or legal entity,
12 including, without limitation, any business, legal, or governmental entity or association.
13 References to any Person shall include that Person’s officers, directors, employees, partners,
14 agents, representatives, attorneys, accountants, consultants, contractors, advisors, corporate
15 parents, predecessors, successors, subsidiaries, committees, subcommittees, divisions, and
16 Affiliates, and any other natural person or legal entity acting or purporting to act on the
17 Person(s)’ behalf or under the Person(s)’ control.

18 43. The term “Philippines” refers to Republic of the Philippines.

19 44. The terms “Policy” or “Policies” refer to policies, procedures,
20 regulations, guidelines, manuals, processes, directives, rules, regulations, and post orders.

21 45. The term “Promissory Note” refers to the “Redemption Price Promissory
22 Note” dated February 18, 2012 and attached to WRL’s February 18, 2012 Form 8-K.

23 46. The term “Redemption” refers to a process whereby WRL purports to
24 redeem securities owned or held by an allegedly Unsuitable Person or an Affiliate of an
25 Unsuitable Person at a set price on a particular date, ending all ownership and ownership rights
26 of the allegedly Unsuitable Person or Affiliate other than the right to receive fair value for the
27 securities redeemed.

1 47. The term “Second Amended Complaint” refers to the Second Amended
2 Complaint filed in this action on April 22, 2013.

3 48. The term “Stephen A. Wynn,” refer to Plaintiff and Counterdefendant
4 Stephen A. Wynn and his agents, representatives, associates, attorneys, accountants, employees,
5 consultants, advisors, contractors, and all other Persons acting or purporting to act on his behalf
6 or under his control.

7 49. The term “Stockholders Agreement” refers to any and all agreements
8 entered into by Stephen A. Wynn and/or Elaine Wynn as shareholders of WRL stock, as
9 amended, including but not limited to:

- 10 • the Stockholders Agreement, entered into on or about April 11, 2002, by and
11 among Stephen A. Wynn, Aruze USA, and Baron;
- 12 • the Amendment to Stockholders Agreement, entered into on or about
13 November 8, 2006, by and among Stephen A. Wynn and Aruze USA;
- 14 • the Waiver and Consent, entered into on or about July 31, 2009, by and
15 among Stephen A. Wynn, Baron, and Aruze USA;
- 16 • the Waiver and Consent, entered into on or about August 13, 2009, by and
17 among Stephen A. Wynn and Aruze USA;
- 18 • the Amended and Restated Stockholders Agreement, entered into on or about
19 January 6, 2010, by and among Stephen A. Wynn, Elaine Wynn, and Aruze
20 USA;
- 21 • the Waiver and Consent, entered into on or about November 26, 2010 by and
22 among Stephen A. Wynn, Elaine Wynn, and Aruze USA; and/or
- 23 • the Waiver and Consent, entered into on or about December 15, 2010, by and
24 among Stephen A. Wynn, Elaine Wynn, and Aruze USA.

25 50. The term “Suitability” refers to (i) the determination by a Gaming
26 Authority that a Person is suitable to own or control securities and suitable to be connected or
27 affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a
28 Person has not caused the loss or threatened loss of a gaming license; and/or (iii) the

determination that a Person is unlikely to jeopardize a company's or company's Affiliate application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

51. The term "Term Sheet" means the Term Sheet entered into by the LLC and Aruze USA on or about October 3, 2000.

52. The term "Universal" refers to Universal Entertainment Corporation, including but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each of their respective current and former officers, directors, agents, attorneys, accountants, employees, representatives, partners, consultants, contractors, advisors, and other Persons occupying similar positions or performing similar functions, and all other Persons acting or purporting to act on its behalf or under its control.

53. The term "University of Macau Donation" refers to the pledge made by Wynn Macau in or about May 2011 to donate HK\$1 billion (approximately \$135 million) to the University of Macau Development Foundation, including but not limited to the contributions made or pledged from May 2011 through 2022.

54. The terms "Unsuitable" or "Unsuitability" refer to (i) the determination by a Gaming Authority that a Person is unsuitable to own or control securities or unsuitable to be connected or affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a Person has caused the loss or threatened loss of a gaming license; and/or (iii) the determination that a Person is likely to jeopardize a company's or company's Affiliate application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

55. The term "WRL Board" refers to WRL's Board of Directors collectively and each director individually, as well as each director's agents, representatives, associates, attorneys, and all other Persons acting or purporting to act on each Person's behalf or under each Person's control.

56. The term "Wynn Las Vegas" refers to Wynn Las Vegas, LLC, including but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each of their respective current and former officers, directors, agents, attorneys, accountants, employees, representatives, partners, consultants, contractors, advisors, and other Persons

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 57. The term “Wynn Macau” refers to Wynn Macau, Limited, including but
4 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
5 each of their respective current and former officers, directors, agents, attorneys, accountants,
6 employees, representatives, partners, consultants, contractors, advisors, and other Persons
7 occupying similar positions or performing similar functions, and all other Persons acting or
8 purporting to act on its behalf or under its control.

9 58. The term “WRL,” refers to Plaintiff and Counterdefendant Wynn Resorts,
10 Limited, including but not limited to its predecessors, successors, parents, subsidiaries,
11 committees, subcommittees, divisions and Affiliates, including but not limited to Wynn Macau
12 and Wynn Las Vegas, and each of their respective current and former officers, directors, agents,
13 attorneys, accountants, employees, representatives, partners, consultants, advisors, contractors,
14 and other Persons occupying similar positions or performing similar functions, and all other
15 Persons acting or purporting to act on its behalf or under its control.

16 59. The terms “You,” “Your,” and “Ray R. Irani” refer to Ray R. Irani and
17 his agents, representatives, associates, attorneys, employees, consultants, contractors, advisors,
18 and all other Persons acting or purporting to act on his behalf or under his control.

19 **INSTRUCTIONS**

20 1. Subject to the limitation of Instruction 2 below, each Request calls for (1)
21 the production of Documents in Your possession, custody, or control, including Your personal
22 files (e.g., Documents maintained at Your home, on a personal device, or at a home office); or
23 (2) in the possession, custody, or control of another, other than the Aruze Parties, if You have
24 the ability or right to obtain originals or copies of such Documents, whether or not such right or
25 ability has been exercised.

26 2. You are not required to search, review, or produce Documents that are in
27 the possession, custody, or control of WRL.
28

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

8 4. Whenever a Document is not produced in full or is produced in redacted
9 form, so indicate on the Document and state with particularity the reason or reasons it is not
10 being produced in full and describe those portions of the Document which are not being
11 produced.

12 5. Unless otherwise indicated, the Requests herein call for Documents that
13 were dated or created, or came into Your possession, custody or control at any time during the
14 period from March 1, 2000 to the present.

15 6. The Aruze Parties reserve their rights to serve supplemental requests for
16 Documents as necessary.

17 7. The Requests below are continuing in nature. If, after making Your
18 initial production and inspection, You obtain or become aware of any further Documents
19 responsive to these Requests, You are requested to produce such additional Documents to the
20 Aruze Parties.

21 8. It is not necessary to provide multiple copies of completely identical
22 Documents that are responsive to more than one Request. In the event that a Document
23 responsive to a given Request is being produced in response to another Request, You may
24 produce only one copy of the Document.

25 9. In order to bring within the scope of these Requests all information that
26 might otherwise be construed to be outside of their scope, the following rules of construction
27 apply: (a) the singular shall include the plural and vice versa; (b) the connectives “and” and “or”
28 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of

1 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
2 “any,” “all” and “each” shall be read to mean any, all, each, and every; (d) the present term shall
3 be construed to include the past tense and vice versa; (e) “on or about” when used in
4 conjunction with a specified date means the period beginning one month before and ending one
5 month after the specified date; (f) references to employees, officers, directors or agents shall
6 include both current and former employees, officers, directors and agents; and (g) references to
7 “he,” “him” and “his” shall be construed to also include “she,” “her” and “hers,” and vice-versa.

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

15 11. The Documents to be produced shall be organized and labeled to
16 correspond to each Request herein. All Documents that are physically attached to each other
17 when located for production shall be left so attached. Documents that are segregated or
18 separated from other Documents, whether by use of binders, files, subfiles, or by dividers, tabs,
19 or any other method, shall be left so segregated or separated. All labels or other forms of
20 identification contained, placed, attached, or appended on or to any binders, files, subfiles,
21 dividers, or tabs shall be produced.

22 12. If any Document requested herein that was formerly in Your possession,
23 custody or control has been destroyed, discarded, or otherwise lost, the Document shall be
24 identified by stating: (a) the nature of the Document, the number of pages, its subject matter and
25 its contents, including but not limited to any attachments or appendices; (b) the author of the
26 Document and all Persons to whom it was sent, including but not limited to cover copies or
27 blind copies; (c) the date on which the Document was prepared or transmitted; (d) the date on
28 which the Document was lost, discarded, or destroyed; (e) the Person who authorized and

1 carried out the destruction; (f) the name of any custodian of any existing copies of the
2 Document; and (g) documents showing the destruction of responsive documents. If no
3 Documents or things exist that are responsive to a particular paragraph of these requests, so
4 state in writing.

5 13. Each Request shall be construed independently and without reference to
6 other requests.

7 14. All electronically stored information ("ESI") and any other Document
8 produced in electronic format, including but not limited to any hard copy Documents copied and
9 produced in electronic format, shall be produced in accordance with the ESI Protocol as agreed
10 between the parties.

11 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

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

13 All Documents Concerning any of the Aruze Parties' contemplated or actual Business
14 Plans and activities in the Philippines, including but not limited to all Documents Concerning:

- 15 A. All Communications involving the Aruze Parties, You, WRL, or any
16 Counterdefendants Concerning the Aruze Parties' Business Plans and
17 activities in the Philippines;
- 18 B. Any discussion at any meeting of the WRL Board or Compliance Committee
19 Concerning the Aruze Parties' Business Plans and activities in the
20 Philippines;
- 21 C. All WRL Compliance Committee Documents Concerning the Aruze Parties'
22 investments in the Philippines, including but not limited to Documents
23 Concerning any Communications between Kevin Tourek and Frank Schreck
24 on or around April 4, 2008;
- 25 D. Any objections raised prior to September 30, 2011 by any Person affiliated
26 with WRL to any potential business opportunities in the Philippines being
27 pursued by any of the Aruze Parties; and/or
28

- 1 E. WRL's Investigations into any of the Aruze Parties' Business Plans and
2 activities in the Philippines, including but not limited to all Documents
3 Concerning the allegations in Paragraphs 29, 67 and/or 68 of the Second
4 Amended Complaint.

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

6 All Documents Concerning visits to the Philippines by any employee, director, officer,
7 or representative of WRL (including You) from 2000 to the present.

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

9 All Documents Concerning WRL's exploration into the Development of Casino Resorts
10 in the Philippines, including but not limited to all Documents Concerning:

- 11 A. Any impact any such casino resorts would have on WRL's businesses in Las
12 Vegas and Macau;
13 B. WRL's Business Plans and activities in the gaming industry in the
14 Philippines; and/or
15 C. All Documents Concerning any resolution to preclude Stephen A. Wynn or
16 WRL from the Development of Casino Resorts in the Philippines by the
17 House of Representatives of the Philippines or any other Government
18 Official of the Philippines.

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

20 All Documents Concerning Government Officials, or Persons affiliated with
21 Government Officials, who have received complimentary rooms, meals, gifts, gaming credits,
22 or other things of value from WRL, including but not limited to Documents Concerning
23 statements for City Ledger Accounts for You, WRL, and any Counterdefendant related to such
24 complimentary rooms, meals, gifts, gaming credits, or other things of value from WRL.

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

26 All Documents Concerning City Ledger Accounts, including but not limited to WRL's
27 Policies regarding such accounts and invoices provided to account holders.
28

REQUEST FOR PRODUCTION NO. 6:

All Documents from April 21, 2000 to present Concerning WRL's Business Plans and activities in Macau.

REQUEST FOR PRODUCTION NO. 7:

All Documents Concerning any Investigations by regulatory agencies involving alleged irregularities and/or corruption in any aspect of Your or Wynn Macau's business activities in Macau.

REQUEST FOR PRODUCTION NO. 8:

All Documents Concerning Mr. Okada's January 24, 2013 letter to the WRL Board Concerning WRL's "Cotai Strip" casino development project in Macau, including but not limited to Documents Concerning:

- A. All Communications among WRL Board members;
- B. WRL Board minutes; and/or
- C. Assessments, Investigations, and Analyses conducted by the WRL Board.

REQUEST FOR PRODUCTION NO. 9:

All Documents Concerning the factual statements in Paragraphs 46-48 of Robert Miller's February 5, 2013 Declaration (filed in the Federal Securities Suit, Docket No. 20), in which Mr. Miller asserts that there was no wrongdoing in connection with the \$50 million payment made to Tien Chiao Entertainment and Investment Company Limited.

REQUEST FOR PRODUCTION NO. 10:

All Documents Concerning the University of Macau Donation, including but not limited to all Documents Concerning:

- A. All copies, drafts, or versions of the Wynn Macau "Donation/Sponsorship Request Form" Concerning the University of Macau Donation;
- B. The names and contact information for all known members of the University of Macau Development Foundation ("UMDF") from January 2010 to present, including any list of such Persons or information;

- 1 C. Any Persons advising on the University of Macau Donation, including but
2 not limited to any law firms/attorneys, third party consultants, investment
3 bankers, and lobbyists;
- 4 D. Any Due Diligence of the University of Macau Donation or of any Persons
5 related to the University of Macau and UMDF;
- 6 E. All Communications between WRL or Wynn Macau on the one hand, and
7 the University of Macau, UMDF, or any representative or Affiliate of each
8 on the other;
- 9 F. Any plans or purported plans for the funds provided for in the University of
10 Macau Donation, including but not limited to any plans for an academy, an
11 endowment fund, a new business program on Henquin Island, and/or a
12 database to be open to the public;
- 13 G. The records required to be retained by any of WRL's or Wynn Macau's
14 Policies;
- 15 H. The transfer of funds by WRL or Wynn Macau to the University of Macau,
16 UMDF, or any representative or Affiliate of each;
- 17 I. All notes, reports, Communications, or other materials by, with, or otherwise
18 involving members of the WRL Board;
- 19 J. All legal opinions and FCPA Analyses Concerning the donation, including
20 but not limited to advice provided by Gibson, Dunn & Crutcher LLP;
- 21 K. All Communications between WRL or Wynn Macau on the one hand, and
22 Mr. Marc Schorr, Ms. Linda Chen, Mr. Chu Sai On, Mr. Jeffrey Lam, Mr.
23 "Peter" Lam Kam Seng, Mr. Iao Man Leng, Mr. Zhang Luchuan, Mr. Lam
24 Wai, Mr. Ho Ping, "Dore," Charles Heung, Mr. Ho Ho, or any representative
25 of each on the other, Concerning the University of Macau Donation; and/or
- 26 L. All Documents Concerning Mr. Okada's May 2011 objection and vote
27 against the University of Macau Donation, including but not limited to
28 Documents Concerning Communications involving WRL Board members,

Wynn Macau Board members, minutes of meetings of the WRL Board, minutes of meetings of the Wynn Macau Board or any Assessments, Investigations, and Analyses conducted by or on behalf of WRL, Wynn Macau or either of their Boards.

REQUEST FOR PRODUCTION NO. 11:

All Documents from April 21, 2000 to present Concerning donations made by WRL, Wynn Macau, or Wynn Las Vegas to any charitable organization where the value of the funds or goods donated exceeded \$1 million, including but not limited to Documents Concerning WRL's donation of a \$10 million Ming vase to the Macau Museum in 2006.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning the following Documents Bylaws and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning Communications Concerning their negotiation, drafting, and execution:

- A. The Articles of Incorporation;
- B. The Bylaws;
- C. The Contribution Agreement;
- D. The Stockholders Agreement;
- E. The Operating Agreement;
- F. The Term Sheet; and/or
- G. The Assignment of Interest.

REQUEST FOR PRODUCTION NO. 13:

All Documents Concerning the IPO, including but not limited to Documents Concerning Communications Concerning the negotiation, drafting, and execution of the Documents underlying the IPO.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning any Redemption provisions in the Articles of Incorporation, Operating Agreement, Buy-Sell Agreement, or other Document governing WRL or a predecessor, including but not limited to all Documents Concerning Communications with the

1 NGCB, the Commission, or other Gaming Authority Concerning Redemption provisions
2 governing WRL or a predecessor.

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

4 All Documents Concerning Kimmarie Sinatra's training and responsibilities Concerning
5 Section 402 of the Sarbanes-Oxley Act, including but not limited to all Documents Concerning
6 Kimmarie Sinatra's Communications with any Person or entity regarding Section 402 of the
7 Sarbanes-Oxley Act.

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

9 All Documents Concerning the decision by the WRL Compliance Committee to not
10 permit a loan from WRL to Aruze USA or to provide a "backstop" to a loan from Deutsche
11 Bank to Aruze USA, including but not limited to all Documents Concerning Kimmarie Sinatra's
12 or Your involvement in these decisions.

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

14 All Documents Concerning or reflecting Stephen A. Wynn's involvement in or control
15 over the WRL Compliance Committee.

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

17 All Documents Concerning any Communications Concerning the possibility of not
18 releasing the Freeh Report in exchange for any concessions or actions of any kind by any of the
19 Aruze Parties, including but not limited to Aruze USA selling its stock in WRL.

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

21 All Documents Concerning WRL's retention of the Arkin Group and the Arkin Group's
22 Investigation referred to in Paragraphs 30-33 of the Second Amended Complaint.

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

24 All Documents Concerning the WRL Compliance Committee's retention of Archfield
25 and Archfield's Investigation referred to in Paragraph 36 of the Second Amended Complaint.

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

27 All Documents Concerning any Investigation of any of the Aruze Parties or their
28 businesses in the Philippines and Korea conducted by Freeh Sporkin.

REQUEST FOR PRODUCTION NO. 22:

All Documents Concerning the resolutions adopted by the WRL Board on February 18, 2012, as alleged in Paragraph 87 of the Second Amended Complaint, including but not limited to all Documents Concerning:

- A. The WRL Board's determination that Aruze USA and Universal were likely to jeopardize WRL's and its affiliated companies' gaming licenses;
- B. The WRL Board's determination that Mr. Okada, Aruze USA, and Universal were Unsuitable Persons under the Articles of Incorporation;
- C. The WRL Board's determination to redeem Aruze USA's shares in WRL for approximately \$1,936 billion through a promissory note; and/or
- D. The basis for each of the WRL Board's determinations set forth above, including all information considered by the WRL Board before making each of these determinations.

REQUEST FOR PRODUCTION NO. 23:

All Documents Concerning Communications prior to February 19, 2012 Concerning the possibility of redeeming Aruze USA's shares in WRL.

REQUEST FOR PRODUCTION NO. 24:

All Documents Concerning all meetings or conference calls held involving You and any of the Aruze Parties (or their representatives) where Investigations by WRL into any of the Aruze Parties were discussed, including but not limited to notes or outlines prepared before the meetings/conference calls, summaries prepared afterwards, or Communications Concerning the meetings/conference calls.

REQUEST FOR PRODUCTION NO. 25:

All Documents Concerning the demand for Documents made by Mr. Okada through his counsel on or about October 24, 2011 (communicated in a letter from Gidon M. Caine to Robert L. Shapiro, produced at WYNN001420-1421, Confidential), including but not limited to all Documents Concerning:

- 1 A. All Communications Concerning whether and how WRL could resist or
2 refuse Mr. Okada's demand;
- 3 B. All Communications among any WRL officers or directors Concerning the
4 fairness or appropriateness of WRL's determination to not provide Mr.
5 Okada with Documents Concerning WRL's Investigation;
- 6 C. Whether or not a member of the WRL Board is entitled by that status to
7 review materials subject to any privilege held by WRL; and/or
- 8 D. Whether the WRL investigative report Concerning Mr. Okada was
9 privileged, as claimed by Kimmarie Sinatra at a meeting with Mr. Okada and
10 his lawyers on or about October 4, 2011.

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

12 All Documents Concerning the factual claims and assertions contained in the letter from
13 Robert L. Shapiro, Esq. to Robert D. Faiss on October 12, 2011 (produced at WYNN001417-
14 1419, Confidential).

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

16 All Documents Concerning whether Mr. Okada would be allowed to address the
17 allegations made against him during the November 1, 2011 meeting of the WRL Board.

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

19 All Documents Concerning instances (other than those involving Mr. Okada and/or
20 Aruze USA) where the WRL Board considered whether any Person was Unsuitable under the
21 Articles of Incorporation or considered whether to redeem any shareholder's shares.

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

23 All Documents Concerning WRL's Policies Concerning the consideration of whether
24 any Person is Unsuitable under the Articles of Incorporation or the consideration of whether to
25 redeem any shareholder's shares.

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

27 All Documents Concerning any Investigation conducted by WRL's Compliance
28 Committee into any Person, including Stephen A. Wynn but not including Mr. Okada, pursuant

1 to the requirement (referred to in Paragraph 14 of the Second Amended Complaint) that it
2 “investigate senior officers, directors, and key employees to protect WRL from becoming
3 associated from [sic] any unsuitable persons,” including but not limited to Documents sufficient
4 to identify all subjects of such Investigations.

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

6 All Documents Concerning any Investigation conducted by WRL’s Compliance
7 Committee into Mr. Okada pursuant to the requirement (referred to in Paragraph 14 of the
8 Second Amended Complaint) that it “investigate senior officers, directors, and key employees
9 to protect WRL from becoming associated from [sic] any unsuitable persons.”

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

11 All Documents Concerning the removal of Mr. Okada as Vice Chairman of WRL and/or
12 as a director of WRL and/or Wynn Macau

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

14 All Documents Concerning the elimination of the position of Vice Chairman of the
15 WRL Board.

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

17 All Documents Concerning Frank A. Schreck’s resignation as Chairman of Universal’s
18 Compliance Committee on September 27, 2011, including but not limited to all
19 Communications to or from Frank A. Schreck, WRL, and any of the Counterdefendants.

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

21 All Documents Concerning any Investigation of WRL or its employees, officers,
22 shareholders, or directors (including but not limited to You and any of the Aruze Parties) by any
23 local, state, federal, or foreign law enforcement agency, regulatory agency, or Gaming
24 Authority, including but not limited to all Documents Concerning any Investigation by the
25 Commission, the NGCB, the U.S. Securities and Exchange Commission, the United States
26 Department of Justice (“DOJ”), Philippine Securities and Exchange Commission (“Philippine
27 SEC”), the Philippine Department of Justice, or the Macau Gaming Commission Concerning:

28 A. Wynn Macau’s pledge to donate to the UMDF;

- 1 B. WRL's purported Redemption of Aruze's shares of WRL;
- 2 C. Any alleged payment, benefit, or gift by any of the Aruze Parties to former or
- 3 current members of PAGCOR;
- 4 D. The Land Concession Contract included as exhibit 10.1 to WRL's Form 8-K
- 5 filing on May 2, 2012;
- 6 E. The payment of \$50 million to Tien Chiao by Palo Real Estate Company
- 7 Limited as disclosed in exhibit 99.1 to WRL's Form 8-K filling on
- 8 September 11, 2009; and/or
- 9 F. The FCPA or any other anti-corruption laws.

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

11 All Documents Concerning submissions to the Nominating and Corporate Governance
12 Committee of WRL Concerning the nomination of individuals to serve as directors of WRL, as
13 required by Paragraph 2(a) of the Stockholders Agreement, including but not limited to all
14 Documents Concerning Stephen A. Wynn's refusal or acceptance to endorse individuals
15 nominated to serve as directors of WRL;

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

17 All Documents Concerning WRL's Policies and training, including all Documents
18 Concerning Communications to the WRL Board, Concerning:

- 19 A. Membership on the WRL Board and procedure for nominating members to
- 20 the WRL Board;
- 21 B. Removal of Persons from the WRL Board;
- 22 C. Compliance with the Nevada Revised Statutes and the Nevada Gaming
- 23 Commission Regulations;
- 24 D. Compliance with the Sarbanes-Oxley Act, including Section 402;
- 25 E. Compliance with the FCPA or any other anti-corruption law;
- 26 F. The adoption of resolutions by WRL's Board;
- 27 G. WRL's Gaming and Compliance Program;
- 28

1 H. WRL's "anti-bribery rules and regulations," referenced in Paragraph 34 of
2 the Second Amended Complaint:

3 I. WRL's, Wynn Resorts (Macau) S.A.'s, or their Affiliates and predecessors'
4 Anti-Corruption Policy from January 1, 2000 to present.

5 J. Determinations of "unsuitability" under the Articles of Incorporation;

6 K. The confidentiality and privacy of guest information, including guest
7 information in Macau;

8 L. Data privacy laws in Macau;

9 M. Amendments to the Articles of Incorporation;

10 N. The Development of Casino Resorts at new casino gaming sites, including
11 but not limited to the Investigation or audit of proposed new sites;

12 O. All notices sent to members of the WRL Board regarding training;

13 P. Restrictions on shares of WRL owned by officers and directors of WRL,
14 including any prohibition on pledging such shares; and/or

15 Q. Any other Policies relevant to WRL's allegations against any of the Aruze
16 Parties.

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

18 All Documents Concerning Mr. Okada's alleged statements during any meeting of the
19 WRL Board Concerning payments to foreign Government Officials, the FCPA, or any other
20 anti-corruption laws, as alleged in Paragraph 34 of the Second Amended Complaint.

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

22 All agendas, presentations, reports, notes, and minutes Concerning each meeting of the
23 WRL Board from 2002 to the present.

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

25 All agendas, presentations, reports, notes, and minutes Concerning each meeting of any
26 Committee of the WRL Board, including without limitation the Audit Committee, the
27 Compensation Committee, the Compliance Committee, and the Nominating and Corporate
28 Governance Committee, from 2002 to the present.

REQUEST FOR PRODUCTION NO. 41:

All agendas, presentations, reports, notes, and minutes Concerning executive sessions held by members of the WRL Board, including but not limited to a session held on or about July 28, 2011.

REQUEST FOR PRODUCTION NO. 42:

All agendas, presentations, reports, notes, and minutes Concerning each meeting of the Wynn Macau Board of Directors, any Committee of the Wynn Macau Board of Directors, or executive sessions held by members of the Wynn Macau Board of Directors, including but not limited to meetings held on or about June 10, 2010 and August 20, 2010.

REQUEST FOR PRODUCTION NO. 43:

All Documents Concerning the “investigation” conducted by WRL management and referred to in Paragraph 23 of the Second Amended Complaint, including without limitation (a) all Documents Concerning the decision to undertake the Investigation; (b) Documents sufficient to show the identities of all Persons participating in the Investigation; (c) all Documents collected, reviewed, or prepared during the Investigation; and (d) copies of all draft and final versions of the “written report” referred to in Paragraph 23.

REQUEST FOR PRODUCTION NO. 44:

To the extent they are different than the report referenced in Request 91, all Documents Concerning any Investigations discussed or referenced during the November 1, 2011 WRL Board meeting Concerning the Philippines or Mr. Okada.

REQUEST FOR PRODUCTION NO. 45:

All Documents Concerning Your, Stephen A. Wynn’s, a member of the WRL Board’s, a Counterdefendant’s, or WRL’s licensing, Suitability, or other similar determination (including threatened, potential, or actual determinations of Unsuitability or revocation of gaming licenses) by the NGCB, the Commission, or similar Gaming Authorities of any other state, nation, tribe, or other governmental unit, including but not limited to Missouri, Illinois, Mississippi, Massachusetts, the Philippines, China, Macau, or Japan, or any decisions not to seek such a determination because of concerns about a negative outcome.

REQUEST FOR PRODUCTION NO. 46:

All Documents Concerning WRL's efforts to obtain a gaming license in Massachusetts.

REQUEST FOR PRODUCTION NO. 47:

All Documents Concerning Communications between WRL on the one hand, and the NGCB, the Federal Bureau of Investigation, the United States Department of Justice, the Philippine Department of Justice, or members of the press (including but not limited to Reuters) on the other, Concerning any of the Aruze Parties, including but not limited to Documents sufficient to identify all reporters or members of the press involved in Communications Concerning any of the Aruze Parties.

REQUEST FOR PRODUCTION NO. 48:

All Documents Concerning WRL's public statement on October 2, 2012 Concerning the denial of Aruze USA and Universal's Motion for Preliminary Injunction, including but not limited to all Documents Concerning:

- A. The Investigations allegedly initiated by law enforcement and regulatory authorities in the United States and multiple jurisdictions in Asia;
- B. The purported business connections and common shareholding in a Hong Kong entity by Mr. Okada;
- C. An individual allegedly associated with "yakuza," a Japanese organized crime group; and/or
- D. An alleged improper payment in the Philippines in connection with Aruze USA.

REQUEST FOR PRODUCTION NO. 49:

All Documents Concerning any Valuation of Aruze USA's shares in WRL prior to February 2012, including but not limited to all Documents Concerning:

- A. Valuations included or referenced in filings with the United States Securities and Exchange Commission, court filings, or the letter from Robert L. Shapiro to Aruze USA's counsel dated December 15, 2011; and/or

- 1 B. The statement, on page 5 of WRL's Memorandum of Points and Authorities
2 in support its Opposition to Mr. Okada's Petition for a Writ of Mandamus,
3 that the value of Aruze USA Inc.'s shares of WRL was approximately \$2.9
4 billion.

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

6 All Documents Concerning the fair value of Aruze USA's stock in WRL for purposes of
7 the Redemption, including but not limited to all Documents Concerning:

- 8 A. The impact on the value of the stock of restrictions on Aruze USA's ability to
9 transfer the stock (also referred to as a "marketability discount");
10 B. The impact on the value of the stock of the fact that Aruze USA's holdings
11 did not represent a controlling interest in WRL (also referred to as a
12 "minority discount");
13 C. The impact on the value of the stock of the size of Aruze USA's block of
14 shares; and/or
15 D. The impact on the value of the stock of information Concerning WRL's
16 business prospects not yet known to the market as of the Redemption date.

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

18 All Documents Concerning the Valuation of Aruze USA's shares in WRL conducted by
19 Moelis & Co. in February 2012, including but not limited to:

- 20 A. All Documents Concerning the decision to retain Moelis & Co.;
21 B. All Documents Concerning the terms of the retention of Moelis & Co.,
22 including the terms of its compensation;
23 C. All Documents Concerning Communications between You or WRL on the
24 one hand and Moelis & Co. or any of its employees on the other;
25 D. All Documents You provided to Moelis & Co. during this retention;
26 E. All drafts of Moelis & Co.'s report regarding the Valuation conducted by
27 Moelis and all edits or comments regarding such drafts;
28

1 F. All Documents Concerning Communications with any Person, whether inside
2 or outside of WRL, Concerning Moelis & Co.'s Valuation; and/or

3 G. All Documents Concerning the relationship between Kenneth Moelis or
4 Moelis & Co. and Stephen A. Wynn or WRL.

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

6 All Documents Concerning Kenneth Moelis' and Moelis & Co.'s work for WRL prior to
7 February 2012.

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

9 All Documents Concerning the Valuation or solvency and surplus Analysis of Aruze
10 USA conducted by Duff & Phelps in February 2012, including but not limited to:

- 11 A. All Documents Concerning the decision to retain the Duff & Phelps;
12 B. All Documents Concerning the terms of the retention of Duff & Phelps,
13 including the terms of its compensation;
14 C. All Documents Concerning Communications between You or WRL on the
15 one hand and Duff & Phelps or any of its employees on the other;
16 D. All Documents You provided to Duff & Phelps during this retention;
17 E. All drafts of the report prepared by Duff & Phelps and all edits or comments
18 regarding such drafts; and/or
19 F. All Documents Concerning Communications with any Person, whether inside
20 or outside of WRL, Concerning Duff & Phelps' work.

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

22 All Documents Concerning Duff & Phelps' work for WRL prior to February 2012.

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

24 All Documents Concerning any Valuation of WRL stock by any Person or entity other
25 than Moelis & Co. or Duff & Phelps from 2006 to the present.

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

27 All Documents Concerning the actual or potential impact on the value of Your shares in
28 WRL as a result of the Stockholders Agreements entered into in 2006 or 2010.

REQUEST FOR PRODUCTION NO. 57:

All Documents Concerning the Promissory Note provided by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares, including but not limited to all Documents Concerning:

- A. All discussions regarding the form in which WRL should pay to Aruze USA the amounts due to Aruze USA as a result of the Redemption of Aruze USA's shares;
- B. The value of the Promissory Note;
- C. The impact of any of the terms of the Promissory Note, or the use of a Promissory Note in general, on the value of the compensation paid by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares;
- D. The impact of the Promissory Note, or any of its terms, on WRL's financial condition or balance sheet;
- E. The "Subordination" provisions (§ 5) of the Promissory Note;
- F. The "Restrictions of Transfer" provision (§ 6) of the Promissory Note; and/or
- G. The "Right to Set-Off" provision (§ 7) of the Promissory Note.

REQUEST FOR PRODUCTION NO. 58:

All Documents Concerning all projections or estimates Concerning the value of WRL as a going concern as of any date within the time period from December 31, 2010 to December 31, 2012.

///

///

REQUEST FOR PRODUCTION NO. 59:

All Documents Concerning any Communications with internal and external auditors regarding the impact of the Redemption of Aruze USA's shares and any Valuation conducted by any Person or entity on WRL's financial condition or balance sheet.

DATED this 29th day of April 2015.

By



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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of April, 2015, a true and correct copy of the foregoing **DEFENDANT KAZUO OKADA AND COUNTERCLAIMANTS- DEFENDANTS ARUZE USA, INC. AND UNIVERSAL ENTERTAINMENT CORPORATION'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO RAY R. IRANI** was served by the following method(s):

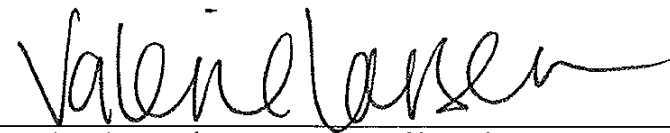
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Please see the attached E-Service Master List

☐ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

☐ Email: by electronically delivering a copy via email to the following e-mail addresses:

☐ Facsimile: by faxing a copy to the following numbers referenced below:



An Employee of Holland & Hart LLP

Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

v.

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

**DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS
ARUZE USA, INC. AND UNIVERSAL
ENTERTAINMENT CORPORATION'S
FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO ROBERT J.
MILLER**

Electronic Filing Case

PROPOUNDING PARTY: DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
INC. AND UNIVERSAL ENTERTAINMENT
CORPORATION

RESPONDING PARTY: COUNTERDEFENDANT ROBERT J. MILLER

SET NO.: ONE

Pursuant to NEV. R. CIV. P. 34, Defendant KAZUO OKADA and Counterclaimants-
Defendants ARUZE USA, INC. and UNIVERSAL ENTERTAINMENT CORPORATION
(collectively, the “Aruze Parties”) hereby request that Counterdefendant Robert J. Miller
produce the following documents and things for inspection and copying in this First Request for
Production of Documents (the “Requests”). Such production shall be made within thirty (30)
days of service, at Holland & Hart LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada
89134. The documents and things subject to these Requests shall remain available to the Aruze
Parties’ counsel until such inspection and copying can be reasonably completed.

DEFINITIONS

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

1. The term “Affiliate(s)” means a joint venture partner or a Person linked
by direct, indirect, or common equity ownership.

2. The terms “Analysis” or “Analyses” mean an Investigation or assessment
of a business or Person or subject.

3. The term “Archfield” refers to Archfield Limited, including but not
limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
of their respective current and former officers, directors, agents, attorneys, accountants,
employees, representatives, partners, consultants, contractors, advisors, and other Persons
occupying similar positions or performing similar functions, and all other Persons acting or
purporting to act on its behalf or under its control.

4. The term “Arkin Group” refers to The Arkin Group LLC, including but
not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and

1 each of their respective current and former officers, directors, agents, attorneys, accountants,
2 employees, representatives, partners, consultants, contractors, advisors, and other Persons
3 occupying similar positions or performing similar functions, and all other Persons acting or
4 purporting to act on its behalf or under its control.

5 5. The term "Articles of Incorporation" refers to WRL's Articles of
6 Incorporation and all amendments, including but not limited to the original Articles of
7 Incorporation dated June 3, 2002, the Amended and Restated Articles of Incorporation dated on
8 or about June 26, 2002, and the Second Amended and Restated Articles of Incorporation dated
9 September 16, 2002.

10 6. The term "Aruze Parties" refers to Kazuo Okada, Aruze USA, and
11 Universal.

12 7. The term "Aruze USA" refers to Aruze USA, Inc., including but not
13 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
14 of their respective current and former officers, directors, agents, attorneys, accountants,
15 employees, representatives, partners, consultants, contractors, advisors, and other Persons
16 occupying similar positions or performing similar functions, and all other Persons acting or
17 purporting to act on its behalf or under its control.

18 8. The term "Assignment of Interest" means the Assignment of Membership
19 Interest entered into by Aruze USA and WRL on or about September 24, 2002, and any
20 amendments thereto or restatements thereof.

21 9. The term "Baron" means Baron Asset Fund, including but not limited to
22 its predecessors, successors, parents, subsidiaries, committees, subcommittees, divisions and
23 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
24 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
25 Persons occupying similar positions or performing similar functions, and all other Persons
26 acting or purporting to act on its behalf or under its control.

1 10. The term “Business Plans” means any Document that describes a
2 business’ future and plans a company intends or is considering to take to grow revenues and to
3 expand and/or operate.

4 11. The term “Buy-Sell Agreement” means the Buy-Sell Agreement entered
5 into by Aruze USA, Stephen A. Wynn, and Mr. Okada on or about June 13, 2002, any
6 amendments thereto or restatements thereof, and the cancellation thereof.

7 12. The term “Bylaws” refers to WRL’s Bylaws and all amendments,
8 including but not limited to the first Bylaws of WRL dated June 14, 2002, the Second Amended
9 and Restated Bylaws, the Third Amended and Restated Bylaws effective as of September 23,
10 2002 (and as amended on October 21, 2002), the Fourth Amended and Restated Bylaws
11 effective as of November 13, 2006, and the Fifth Amended and Restated Bylaws effective as of
12 November 2, 2012.

13 13. The term “City Ledger Account(s)” means an account through which a
14 Person charges expenses for lodging, entertainment, and other incidentals incurred at WRL or
15 Wynn Macau facilities against funds deposited into the account by that Person.

16 14. The term “the Commission” means the Nevada Gaming Commission and
17 its respective current and former officers, directors, agents, attorneys, accountants, employees,
18 representatives, partners, members, and other Persons occupying similar positions or performing
19 similar functions, and all other Persons acting or purporting to act on its behalf or under its
20 control.

21 15. The term “Communication(s)” means the transmission of information (in
22 the form of facts, ideas, inquiries or otherwise) by any medium, including, without limitation,
23 orally, by personal meeting, in writing, by telephone, letter, telegraph, teleconference, facsimile,
24 telex, telecopy, wire, radio, television, electronic mail, magnetic tape, floppy disk, diagram,
25 graph, chart, drawing, text message, chat room, social media including Facebook and Twitter, or
26 posting or other display on the Internet or the World Wide Web.

27 16. The term “Compliance Committee” means the WRL Compliance
28 Committee collectively and each member individually, as well as each member’s agents,

1 representatives, associates, attorneys, and all other Persons acting or purporting to act on each
2 member's behalf or under each member's control.

3 17. The term "Concerning" shall mean, without limitation, anything that, in
4 whole or in part, contains, constitutes, compromises, deals with, describes, evidences, embodies,
5 reflects, refers to, relates to, mentions, defines, bears upon, pertains Directly or Indirectly to,
6 discusses, alludes to, responds to, mentions, memorializes, records, comments upon, analyzes,
7 explains, summarizes, or is in any other way relevant to the particular subject matter identified.

8 18. The term "Contribution Agreement" refers to the Contribution
9 Agreement entered into among WRL, Stephen A. Wynn, Aruze USA, Baron, and the Kenneth
10 R. Wynn Family Trust on or about June 11, 2002.

11 19. The term "Cotai" refers to the Cotai area of Macau.

12 20. The term "Counterdefendant(s)" refers to Stephen A. Wynn, Kimmarie
13 Sinatra, Linda Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John A. Moran, Marc D.
14 Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman, individually and
15 collectively, and each Person's agents, representatives, associates, attorneys, employees,
16 consultants, contractors, advisors, and all other Persons acting or purporting to act on each
17 Person's behalf or under each Person's control.

18 21. The term "Development of Casino Resorts" means any conduct by any
19 party that relates to the planning, building, establishing, promoting, creation, or formation of a
20 facility which houses and accommodates gambling activities.

21 22. The term "Directly" shall mean acting on one's own or through one's
22 employees, agents, representatives, associates, attorneys, consultants, and all other Persons
23 acting or purporting to act on one's behalf or under one's control.

24 23. The term "Document(s)" includes, but is not limited to, any written,
25 typed, printed, recorded or graphic matter, however produced or reproduced, of any type or
26 description, regardless of origin or location, including but not limited to any and all
27 correspondence, minutes, records, tables, charts, Analyses, graphs, regulations, Investigation
28 results, microfiche or microfilm, training materials, electronic records, electronic logs,

1 schedules, reports, audits, guidelines, Policies, protocols, reviews, assessments, budgets,
2 standing order directives, post orders, manuals, memoranda, hand written and electronic notes,
3 lists, logs, notations, contact sheets, calendar and diary entries, letters (sent or received),
4 telegrams, faxes, telexes, messages (including but not limited to reports of telephone
5 conversations and conferences), studies, rosters, schedules, booklets, circulars, bulletins,
6 instructions, papers, files, minutes, emails, summaries, bulletins, questionnaires, contracts,
7 memoranda or agreements, requests for proposals or responses to requests for proposals,
8 assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks,
9 vouchers, notebooks, receipts, acknowledgments, data processing cards, computer generated
10 matter, photographs, photographic negatives, phonograph records, tape recordings, evaluations,
11 video recordings, wire recordings, discs, other mechanical recording transcripts or logs of any
12 such recordings, all other data compilations from which information can be obtained, or
13 translated if necessary, text messages, chat room transcripts, social media posts (including
14 Facebook and Twitter), or postings or other displaces on the Internet or the World Wide Web,
15 and any other tangible thing of a similar nature. Each Request for a Document or Documents
16 shall be deemed to call for the production of the original Document or Documents to the extent
17 that they are in or subject to, Directly or Indirectly, the control of the party to whom these
18 Requests for Production are directed. In addition, each Request should be considered as
19 including but not limited to all copies and, to the extent applicable, preliminary drafts of
20 Documents that differ in any manner or respect from the original or final draft or from each
21 other (*e.g.*, by reason of differences in form or content or by reason of handwritten notes or
22 comments having been added to one copy of a Document but not on the original or other copies
23 thereof).

24 24. The term “Duff & Phelps” refers to Duff & Phelps, LLC, including but
25 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
26 each of their respective current and former officers, directors, agents, attorneys, accountants,
27 employees, representatives, partners, consultants, contractors, advisors, and other Persons
28

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 25. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
4 representatives, associates, attorneys, and all other Persons acting or purporting to act on her
5 behalf or under her control.

6 26. The term “FCPA” refers to the Foreign Corrupt Practices Act of 1977, 15
7 U.S.C. § 78dd-1, *et seq.*

8 27. The term “Fourth Amended Counterclaim” refers to the Fourth Amended
9 Counterclaim filed in this action on November 26, 2013.

10 28. The term “Freeh Report” refers to the report prepared by Freeh Sporkin
11 under the direction of WRL’s Compliance Committee, attached as Exhibit 1 to WRL’s Second
12 Amended Complaint.

13 29. The term “Freeh Sporkin” refers to Freeh Sporkin & Sullivan LLP (n/k/a
14 Pepper Hamilton LLP), including but not limited to its predecessors, successors, parents,
15 subsidiaries, divisions and Affiliates, and each of their respective current and former partners
16 (including but not limited to Louis J. Freeh), employees, representatives, agents, attorneys,
17 accountants, consultants, contractors, advisors, and other Persons occupying similar positions or
18 performing similar functions, and all other Persons acting or purporting to act on its behalf or
19 under its control.

20 30. The term “Gaming Authority” refers to any entity of any state, nation,
21 tribe, or other governmental unit involved in regulation, administration, licensing, enforcement,
22 and/or any other activities relating to gambling or other gaming activities.

23 31. The term “Government Official(s)” refers to any officer or employee of a
24 government or any department, agency, or instrumentality thereof, or of a public international or
25 national organization, or any Person acting in an official capacity for or on behalf of any such
26 government or department, agency, or instrumentality, or for or on behalf of any such public
27 international or national organization. As used here, “public international or national
28 organization” means (i) an organization that is designated by Executive order pursuant to

1 section 288 of title 22 of the United States Code; or (ii) any other international organization that
2 is designated by the President by Executive order for the purposes of this section, effective as of
3 the date of publication of such order in the Federal Register.

4 32. The term “Indirectly” shall mean acting through an intermediate or
5 intervening Person, pathway, or instrumentality, including by inducing, encouraging, or
6 contributing to another Person’s action(s).

7 33. The term “Investigation(s)” includes but is not limited to any research,
8 examination, review, study, assessment, Analysis, diligence, or inquiry into the matter stated in
9 the Request, whether formal or informal.

10 34. The term “IPO” means the initial public offering of WRL on or about
11 October 25, 2002.

12 35. The term “the LLC” means Valvino Lamore, LLC, including but not
13 limited to its predecessors, successors, parents, subsidiaries, committees, subcommittees,
14 divisions and Affiliates, and each of their respective current and former officers, directors,
15 agents, attorneys, accountants, employees, representatives, partners, members, consultants,
16 contractors, advisors, and other Persons occupying similar positions or performing similar
17 functions, and all other Persons acting or purporting to act on its behalf or under its control.

18 36. The term “Macau” refers to the Macau special administrative region of
19 the People’s Republic of China, including but not limited to the Macau Peninsula itself, Cotai,
20 and the islands of Taipa and Coloane.

21 37. The term “Moelis & Co.” refers to Moelis & Company, including but not
22 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
23 of their respective current and former officers, directors, agents, attorneys, accountants,
24 employees, representatives, partners, consultants, contractors, advisors, and other Persons
25 occupying similar positions or performing similar functions, and all other Persons acting or
26 purporting to act on its behalf or under its control.

27 38. The term “the NGCB” means the Nevada State Gaming Control Board
28 and its respective current and former officers, directors, agents, attorneys, accountants,

1 employees, representatives, partners, members, and other Persons occupying similar positions
2 or performing similar functions, and all other Persons acting or purporting to act on its behalf or
3 under its control.

4 39. The term “Mr. Okada” refers to Kazuo Okada, and his agents,
5 representatives, associates, attorneys, and all other Persons acting or purporting to act on his
6 behalf or under his control.

7 40. The term “Operating Agreement” means the Operating Agreement of the
8 LLC and any and all amendments thereto or restatements thereof.

9 41. The term “PAGCOR” refers to the Philippine Amusement and Gaming
10 Corporation.

11 42. The term “Person(s)” shall mean any natural person or legal entity,
12 including, without limitation, any business, legal, or governmental entity or association.
13 References to any Person shall include that Person’s officers, directors, employees, partners,
14 agents, representatives, attorneys, accountants, consultants, contractors, advisors, corporate
15 parents, predecessors, successors, subsidiaries, committees, subcommittees, divisions, and
16 Affiliates, and any other natural person or legal entity acting or purporting to act on the
17 Person(s)’ behalf or under the Person(s)’ control.

18 43. The term “Philippines” refers to Republic of the Philippines.

19 44. The terms “Policy” or “Policies” refer to policies, procedures,
20 regulations, guidelines, manuals, processes, directives, rules, regulations, and post orders.

21 45. The term “Promissory Note” refers to the “Redemption Price Promissory
22 Note” dated February 18, 2012 and attached to WRL’s February 18, 2012 Form 8-K.

23 46. The term “Redemption” refers to a process whereby WRL purports to
24 redeem securities owned or held by an allegedly Unsuitable Person or an Affiliate of an
25 Unsuitable Person at a set price on a particular date, ending all ownership and ownership rights
26 of the allegedly Unsuitable Person or Affiliate other than the right to receive fair value for the
27 securities redeemed.

28

1 47. The term “Second Amended Complaint” refers to the Second Amended
2 Complaint filed in this action on April 22, 2013.

3 48. The term “Stephen A. Wynn,” refer to Plaintiff and Counterdefendant
4 Stephen A. Wynn and his agents, representatives, associates, attorneys, accountants, employees,
5 consultants, advisors, contractors, and all other Persons acting or purporting to act on his behalf
6 or under his control.

7 49. The term “Stockholders Agreement” refers to any and all agreements
8 entered into by Stephen A. Wynn and/or Elaine Wynn as shareholders of WRL stock, as
9 amended, including but not limited to:

- 10 • the Stockholders Agreement, entered into on or about April 11, 2002, by and
11 among Stephen A. Wynn, Aruze USA, and Baron;
- 12 • the Amendment to Stockholders Agreement, entered into on or about
13 November 8, 2006, by and among Stephen A. Wynn and Aruze USA;
- 14 • the Waiver and Consent, entered into on or about July 31, 2009, by and
15 among Stephen A. Wynn, Baron, and Aruze USA;
- 16 • the Waiver and Consent, entered into on or about August 13, 2009, by and
17 among Stephen A. Wynn and Aruze USA;
- 18 • the Amended and Restated Stockholders Agreement, entered into on or about
19 January 6, 2010, by and among Stephen A. Wynn, Elaine Wynn, and Aruze
20 USA;
- 21 • the Waiver and Consent, entered into on or about November 26, 2010 by and
22 among Stephen A. Wynn, Elaine Wynn, and Aruze USA; and/or
- 23 • the Waiver and Consent, entered into on or about December 15, 2010, by and
24 among Stephen A. Wynn, Elaine Wynn, and Aruze USA.

25 50. The term “Suitability” refers to (i) the determination by a Gaming
26 Authority that a Person is suitable to own or control securities and suitable to be connected or
27 affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a
28 Person has not caused the loss or threatened loss of a gaming license; and/or (iii) the

1 determination that a Person is unlikely to jeopardize a company's or company's Affiliate
2 application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

3 51. The term "Term Sheet" means the Term Sheet entered into by the LLC
4 and Aruze USA on or about October 3, 2000.

5 52. The term "Universal" refers to Universal Entertainment Corporation,
6 including but not limited to its predecessors, successors, parents, subsidiaries, divisions and
7 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
8 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
9 Persons occupying similar positions or performing similar functions, and all other Persons
10 acting or purporting to act on its behalf or under its control.

11 53. The term "University of Macau Donation" refers to the pledge made by
12 Wynn Macau in or about May 2011 to donate HK\$1 billion (approximately \$135 million) to the
13 University of Macau Development Foundation, including but not limited to the contributions
14 made or pledged from May 2011 through 2022.

15 54. The terms "Unsuitable" or "Unsuitability" refer to (i) the determination
16 by a Gaming Authority that a Person is unsuitable to own or control securities or unsuitable to
17 be connected or affiliated with a Person engaged in a business relating to gambling; (ii) the
18 determination that a Person has caused the loss or threatened loss of a gaming license; and/or
19 (iii) the determination that a Person is likely to jeopardize a company's or company's Affiliate
20 application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

21 55. The term "WRL Board" refers to WRL's Board of Directors collectively
22 and each director individually, as well as each director's agents, representatives, associates,
23 attorneys, and all other Persons acting or purporting to act on each Person's behalf or under
24 each Person's control.

25 56. The term "Wynn Las Vegas" refers to Wynn Las Vegas, LLC, including
26 but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
27 each of their respective current and former officers, directors, agents, attorneys, accountants,
28 employees, representatives, partners, consultants, contractors, advisors, and other Persons

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 57. The term “Wynn Macau” refers to Wynn Macau, Limited, including but
4 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
5 each of their respective current and former officers, directors, agents, attorneys, accountants,
6 employees, representatives, partners, consultants, contractors, advisors, and other Persons
7 occupying similar positions or performing similar functions, and all other Persons acting or
8 purporting to act on its behalf or under its control.

9 58. The term “WRL,” refers to Plaintiff and Counterdefendant Wynn Resorts,
10 Limited, including but not limited to its predecessors, successors, parents, subsidiaries,
11 committees, subcommittees, divisions and Affiliates, including but not limited to Wynn Macau
12 and Wynn Las Vegas, and each of their respective current and former officers, directors, agents,
13 attorneys, accountants, employees, representatives, partners, consultants, advisors, contractors,
14 and other Persons occupying similar positions or performing similar functions, and all other
15 Persons acting or purporting to act on its behalf or under its control.

16 59. The terms “You,” “Your,” and “Robert J. Miller” refer to Robert J. Miller
17 and his agents, representatives, associates, attorneys, employees, consultants, contractors,
18 advisors, and all other Persons acting or purporting to act on his behalf or under his control.

19 **INSTRUCTIONS**

20 1. Subject to the limitation of Instruction 2 below, each Request calls for (1)
21 the production of Documents in Your possession, custody, or control, including Your personal
22 files (e.g., Documents maintained at Your home, on a personal device, or at a home office); or
23 (2) in the possession, custody, or control of another, other than the Aruze Parties, if You have
24 the ability or right to obtain originals or copies of such Documents, whether or not such right or
25 ability has been exercised.

26 2. You are not required to search, review, or produce Documents that are in
27 the possession, custody, or control of WRL.
28

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

8 4. Whenever a Document is not produced in full or is produced in redacted
9 form, so indicate on the Document and state with particularity the reason or reasons it is not
10 being produced in full and describe those portions of the Document which are not being
11 produced.

12 5. Unless otherwise indicated, the Requests herein call for Documents that
13 were dated or created, or came into Your possession, custody or control at any time during the
14 period from March 1, 2000 to the present.

15 6. The Aruze Parties reserve their rights to serve supplemental requests for
16 Documents as necessary.

17 7. The Requests below are continuing in nature. If, after making Your
18 initial production and inspection, You obtain or become aware of any further Documents
19 responsive to these Requests, You are requested to produce such additional Documents to the
20 Aruze Parties.

21 8. It is not necessary to provide multiple copies of completely identical
22 Documents that are responsive to more than one Request. In the event that a Document
23 responsive to a given Request is being produced in response to another Request, You may
24 produce only one copy of the Document.

25 9. In order to bring within the scope of these Requests all information that
26 might otherwise be construed to be outside of their scope, the following rules of construction
27 apply: (a) the singular shall include the plural and vice versa; (b) the connectives “and” and “or”
28 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of

1 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
2 “any,” “all” and “each” shall be read to mean any, all, each, and every; (d) the present term shall
3 be construed to include the past tense and vice versa; (e) “on or about” when used in
4 conjunction with a specified date means the period beginning one month before and ending one
5 month after the specified date; (f) references to employees, officers, directors or agents shall
6 include both current and former employees, officers, directors and agents; and (g) references to
7 “he,” “him” and “his” shall be construed to also include “she,” “her” and “hers,” and vice-versa.

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

15 11. The Documents to be produced shall be organized and labeled to
16 correspond to each Request herein. All Documents that are physically attached to each other
17 when located for production shall be left so attached. Documents that are segregated or
18 separated from other Documents, whether by use of binders, files, subfiles, or by dividers, tabs,
19 or any other method, shall be left so segregated or separated. All labels or other forms of
20 identification contained, placed, attached, or appended on or to any binders, files, subfiles,
21 dividers, or tabs shall be produced.

22 12. If any Document requested herein that was formerly in Your possession,
23 custody or control has been destroyed, discarded, or otherwise lost, the Document shall be
24 identified by stating: (a) the nature of the Document, the number of pages, its subject matter and
25 its contents, including but not limited to any attachments or appendices; (b) the author of the
26 Document and all Persons to whom it was sent, including but not limited to cover copies or
27 blind copies; (c) the date on which the Document was prepared or transmitted; (d) the date on
28 which the Document was lost, discarded, or destroyed; (e) the Person who authorized and

1 carried out the destruction; (f) the name of any custodian of any existing copies of the
2 Document; and (g) documents showing the destruction of responsive documents. If no
3 Documents or things exist that are responsive to a particular paragraph of these requests, so
4 state in writing.

5 13. Each Request shall be construed independently and without reference to
6 other requests.

7 14. All electronically stored information ("ESI") and any other Document
8 produced in electronic format, including but not limited to any hard copy Documents copied and
9 produced in electronic format, shall be produced in accordance with the ESI Protocol as agreed
10 between the parties.

11 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

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

13 All Documents Concerning any of the Aruze Parties' contemplated or actual Business
14 Plans and activities in the Philippines, including but not limited to all Documents Concerning:

- 15 A. All Communications involving the Aruze Parties, You, WRL, or any
16 Counterdefendants Concerning the Aruze Parties' Business Plans and
17 activities in the Philippines;
- 18 B. Any discussion at any meeting of the WRL Board or Compliance Committee
19 Concerning the Aruze Parties' Business Plans and activities in the
20 Philippines;
- 21 C. All WRL Compliance Committee Documents Concerning the Aruze Parties'
22 investments in the Philippines, including but not limited to Documents
23 Concerning any Communications between Kevin Tourek and Frank Schreck
24 on or around April 4, 2008;
- 25 D. Any objections raised prior to September 30, 2011 by any Person affiliated
26 with WRL to any potential business opportunities in the Philippines being
27 pursued by any of the Aruze Parties; and/or
28

- 1 E. WRL's Investigations into any of the Aruze Parties' Business Plans and
2 activities in the Philippines, including but not limited to all Documents
3 Concerning the allegations in Paragraphs 29, 67 and/or 68 of the Second
4 Amended Complaint.

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

6 All Documents Concerning visits to the Philippines by any employee, director, officer,
7 or representative of WRL (including You) from 2000 to the present.

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

9 All Documents Concerning WRL's exploration into the Development of Casino Resorts
10 in the Philippines, including but not limited to all Documents Concerning:

- 11 A. Any impact any such casino resorts would have on WRL's businesses in Las
12 Vegas and Macau;
13 B. WRL's Business Plans and activities in the gaming industry in the
14 Philippines; and/or
15 C. All Documents Concerning any resolution to preclude Stephen A. Wynn or
16 WRL from the Development of Casino Resorts in the Philippines by the
17 House of Representatives of the Philippines or any other Government
18 Official of the Philippines.

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

20 All Documents Concerning Government Officials, or Persons affiliated with
21 Government Officials, who have received complimentary rooms, meals, gifts, gaming credits,
22 or other things of value from WRL, including but not limited to Documents Concerning
23 statements for City Ledger Accounts for You, WRL, and any Counterdefendant related to such
24 complimentary rooms, meals, gifts, gaming credits, or other things of value from WRL.

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

26 All Documents Concerning City Ledger Accounts, including but not limited to WRL's
27 Policies regarding such accounts and invoices provided to account holders.
28

REQUEST FOR PRODUCTION NO. 6:

All Documents from April 21, 2000 to present Concerning WRL's Business Plans and activities in Macau.

REQUEST FOR PRODUCTION NO. 7:

All Documents Concerning any Investigations by regulatory agencies involving alleged irregularities and/or corruption in any aspect of Your or Wynn Macau's business activities in Macau.

REQUEST FOR PRODUCTION NO. 8:

All Documents Concerning Mr. Okada's January 24, 2013 letter to the WRL Board Concerning WRL's "Cotai Strip" casino development project in Macau, including but not limited to Documents Concerning:

- A. All Communications among WRL Board members;
- B. WRL Board minutes; and/or
- C. Assessments, Investigations, and Analyses conducted by the WRL Board.

REQUEST FOR PRODUCTION NO. 9:

All Documents Concerning the factual statements in Paragraphs 46-48 of Robert Miller's February 5, 2013 Declaration (filed in the Federal Securities Suit, Docket No. 20), in which Mr. Miller asserts that there was no wrongdoing in connection with the \$50 million payment made to Tien Chiao Entertainment and Investment Company Limited.

REQUEST FOR PRODUCTION NO. 10:

All Documents Concerning the University of Macau Donation, including but not limited to all Documents Concerning:

- A. All copies, drafts, or versions of the Wynn Macau "Donation/Sponsorship Request Form" Concerning the University of Macau Donation;
- B. The names and contact information for all known members of the University of Macau Development Foundation ("UMDF") from January 2010 to present, including any list of such Persons or information;

- 1 C. Any Persons advising on the University of Macau Donation, including but
2 not limited to any law firms/attorneys, third party consultants, investment
3 bankers, and lobbyists;
- 4 D. Any Due Diligence of the University of Macau Donation or of any Persons
5 related to the University of Macau and UMDF;
- 6 E. All Communications between WRL or Wynn Macau on the one hand, and
7 the University of Macau, UMDF, or any representative or Affiliate of each
8 on the other;
- 9 F. Any plans or purported plans for the funds provided for in the University of
10 Macau Donation, including but not limited to any plans for an academy, an
11 endowment fund, a new business program on Henquin Island, and/or a
12 database to be open to the public;
- 13 G. The records required to be retained by any of WRL's or Wynn Macau's
14 Policies;
- 15 H. The transfer of funds by WRL or Wynn Macau to the University of Macau,
16 UMDF, or any representative or Affiliate of each;
- 17 I. All notes, reports, Communications, or other materials by, with, or otherwise
18 involving members of the WRL Board;
- 19 J. All legal opinions and FCPA Analyses Concerning the donation, including
20 but not limited to advice provided by Gibson, Dunn & Crutcher LLP;
- 21 K. All Communications between WRL or Wynn Macau on the one hand, and
22 Mr. Marc Schorr, Ms. Linda Chen, Mr. Chu Sai On, Mr. Jeffrey Lam, Mr.
23 "Peter" Lam Kam Seng, Mr. Iao Man Leng, Mr. Zhang Luchuan, Mr. Lam
24 Wai, Mr. Ho Ping, "Dore," Charles Heung, Mr. Ho Ho, or any representative
25 of each on the other, Concerning the University of Macau Donation; and/or
- 26 L. All Documents Concerning Mr. Okada's May 2011 objection and vote
27 against the University of Macau Donation, including but not limited to
28 Documents Concerning Communications involving WRL Board members,

Wynn Macau Board members, minutes of meetings of the WRL Board, minutes of meetings of the Wynn Macau Board or any Assessments, Investigations, and Analyses conducted by or on behalf of WRL, Wynn Macau or either of their Boards.

REQUEST FOR PRODUCTION NO. 11:

All Documents from April 21, 2000 to present Concerning donations made by WRL, Wynn Macau, or Wynn Las Vegas to any charitable organization where the value of the funds or goods donated exceeded \$1 million, including but not limited to Documents Concerning WRL's donation of a \$10 million Ming vase to the Macau Museum in 2006.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning the following Documents Bylaws and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning Communications Concerning their negotiation, drafting, and execution:

- A. The Articles of Incorporation;
- B. The Bylaws;
- C. The Contribution Agreement;
- D. The Stockholders Agreement;
- E. The Operating Agreement;
- F. The Term Sheet; and/or
- G. The Assignment of Interest.

REQUEST FOR PRODUCTION NO. 13:

All Documents Concerning the IPO, including but not limited to Documents Concerning Communications Concerning the negotiation, drafting, and execution of the Documents underlying the IPO.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning any Redemption provisions in the Articles of Incorporation, Operating Agreement, Buy-Sell Agreement, or other Document governing WRL or a predecessor, including but not limited to all Documents Concerning Communications with the

1 NGCB, the Commission, or other Gaming Authority Concerning Redemption provisions
2 governing WRL or a predecessor.

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

4 All Documents Concerning Kimmarie Sinatra's training and responsibilities Concerning
5 Section 402 of the Sarbanes-Oxley Act, including but not limited to all Documents Concerning
6 Kimmarie Sinatra's Communications with any Person or entity regarding Section 402 of the
7 Sarbanes-Oxley Act.

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

9 All Documents Concerning the decision by the WRL Compliance Committee to not
10 permit a loan from WRL to Aruze USA or to provide a "backstop" to a loan from Deutsche
11 Bank to Aruze USA, including but not limited to all Documents Concerning Kimmarie Sinatra's
12 or Your involvement in these decisions.

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

14 All Documents Concerning or reflecting Stephen A. Wynn's involvement in or control
15 over the WRL Compliance Committee.

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

17 All Documents Concerning any Communications Concerning the possibility of not
18 releasing the Freeh Report in exchange for any concessions or actions of any kind by any of the
19 Aruze Parties, including but not limited to Aruze USA selling its stock in WRL.

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

21 All Documents Concerning WRL's retention of the Arkin Group and the Arkin Group's
22 Investigation referred to in Paragraphs 30-33 of the Second Amended Complaint.

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

24 All Documents Concerning the WRL Compliance Committee's retention of Archfield
25 and Archfield's Investigation referred to in Paragraph 36 of the Second Amended Complaint.

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

27 All Documents Concerning any Investigation of any of the Aruze Parties or their
28 businesses in the Philippines and Korea conducted by Freeh Sporkin.

REQUEST FOR PRODUCTION NO. 22:

All Documents Concerning the resolutions adopted by the WRL Board on February 18, 2012, as alleged in Paragraph 87 of the Second Amended Complaint, including but not limited to all Documents Concerning:

- A. The WRL Board's determination that Aruze USA and Universal were likely to jeopardize WRL's and its affiliated companies' gaming licenses;
- B. The WRL Board's determination that Mr. Okada, Aruze USA, and Universal were Unsuitable Persons under the Articles of Incorporation;
- C. The WRL Board's determination to redeem Aruze USA's shares in WRL for approximately \$1,936 billion through a promissory note; and/or
- D. The basis for each of the WRL Board's determinations set forth above, including all information considered by the WRL Board before making each of these determinations.

REQUEST FOR PRODUCTION NO. 23:

All Documents Concerning Communications prior to February 19, 2012 Concerning the possibility of redeeming Aruze USA's shares in WRL.

REQUEST FOR PRODUCTION NO. 24:

All Documents Concerning all meetings or conference calls held involving You and any of the Aruze Parties (or their representatives) where Investigations by WRL into any of the Aruze Parties were discussed, including but not limited to notes or outlines prepared before the meetings/conference calls, summaries prepared afterwards, or Communications Concerning the meetings/conference calls.

REQUEST FOR PRODUCTION NO. 25:

All Documents Concerning the demand for Documents made by Mr. Okada through his counsel on or about October 24, 2011 (communicated in a letter from Gidon M. Caine to Robert L. Shapiro, produced at WYNN001420-1421, Confidential), including but not limited to all Documents Concerning:

- 1 A. All Communications Concerning whether and how WRL could resist or
2 refuse Mr. Okada's demand;
- 3 B. All Communications among any WRL officers or directors Concerning the
4 fairness or appropriateness of WRL's determination to not provide Mr.
5 Okada with Documents Concerning WRL's Investigation;
- 6 C. Whether or not a member of the WRL Board is entitled by that status to
7 review materials subject to any privilege held by WRL; and/or
- 8 D. Whether the WRL investigative report Concerning Mr. Okada was
9 privileged, as claimed by Kimmarie Sinatra at a meeting with Mr. Okada and
10 his lawyers on or about October 4, 2011.

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

12 All Documents Concerning the factual claims and assertions contained in the letter from
13 Robert L. Shapiro, Esq. to Robert D. Faiss on October 12, 2011 (produced at WYNN001417-
14 1419, Confidential).

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

16 All Documents Concerning whether Mr. Okada would be allowed to address the
17 allegations made against him during the November 1, 2011 meeting of the WRL Board.

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

19 All Documents Concerning instances (other than those involving Mr. Okada and/or
20 Aruze USA) where the WRL Board considered whether any Person was Unsuitable under the
21 Articles of Incorporation or considered whether to redeem any shareholder's shares.

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

23 All Documents Concerning WRL's Policies Concerning the consideration of whether
24 any Person is Unsuitable under the Articles of Incorporation or the consideration of whether to
25 redeem any shareholder's shares.

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

27 All Documents Concerning any Investigation conducted by WRL's Compliance
28 Committee into any Person, including Stephen A. Wynn but not including Mr. Okada, pursuant

1 to the requirement (referred to in Paragraph 14 of the Second Amended Complaint) that it
2 “investigate senior officers, directors, and key employees to protect WRL from becoming
3 associated from [sic] any unsuitable persons,” including but not limited to Documents sufficient
4 to identify all subjects of such Investigations.

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

6 All Documents Concerning any Investigation conducted by WRL’s Compliance
7 Committee into Mr. Okada pursuant to the requirement (referred to in Paragraph 14 of the
8 Second Amended Complaint) that it “investigate senior officers, directors, and key employees
9 to protect WRL from becoming associated from [sic] any unsuitable persons.”

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

11 All Documents Concerning the removal of Mr. Okada as Vice Chairman of WRL and/or
12 as a director of WRL and/or Wynn Macau

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

14 All Documents Concerning the elimination of the position of Vice Chairman of the
15 WRL Board.

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

17 All Documents Concerning Frank A. Schreck’s resignation as Chairman of Universal’s
18 Compliance Committee on September 27, 2011, including but not limited to all
19 Communications to or from Frank A. Schreck, WRL, and any of the Counterdefendants.

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

21 All Documents Concerning any Investigation of WRL or its employees, officers,
22 shareholders, or directors (including but not limited to You and any of the Aruze Parties) by any
23 local, state, federal, or foreign law enforcement agency, regulatory agency, or Gaming
24 Authority, including but not limited to all Documents Concerning any Investigation by the
25 Commission, the NGCB, the U.S. Securities and Exchange Commission, the United States
26 Department of Justice (“DOJ”), Philippine Securities and Exchange Commission (“Philippine
27 SEC”), the Philippine Department of Justice, or the Macau Gaming Commission Concerning:

28 A. Wynn Macau’s pledge to donate to the UMDF;

- B. WRL's purported Redemption of Aruze's shares of WRL;
- C. Any alleged payment, benefit, or gift by any of the Aruze Parties to former or current members of PAGCOR;
- D. The Land Concession Contract included as exhibit 10.1 to WRL's Form 8-K filing on May 2, 2012;
- E. The payment of \$50 million to Tien Chiao by Palo Real Estate Company Limited as disclosed in exhibit 99.1 to WRL's Form 8-K filing on September 11, 2009; and/or
- F. The FCPA or any other anti-corruption laws.

REQUEST FOR PRODUCTION NO. 36:

All Documents Concerning submissions to the Nominating and Corporate Governance Committee of WRL Concerning the nomination of individuals to serve as directors of WRL, as required by Paragraph 2(a) of the Stockholders Agreement, including but not limited to all Documents Concerning Stephen A. Wynn's refusal or acceptance to endorse individuals nominated to serve as directors of WRL;

REQUEST FOR PRODUCTION NO. 37:

All Documents Concerning WRL's Policies and training, including all Documents Concerning Communications to the WRL Board, Concerning:

- A. Membership on the WRL Board and procedure for nominating members to the WRL Board;
- B. Removal of Persons from the WRL Board;
- C. Compliance with the Nevada Revised Statutes and the Nevada Gaming Commission Regulations;
- D. Compliance with the Sarbanes-Oxley Act, including Section 402;
- E. Compliance with the FCPA or any other anti-corruption law;
- F. The adoption of resolutions by WRL's Board;
- G. WRL's Gaming and Compliance Program;

- 1 H. WRL's "anti-bribery rules and regulations," referenced in Paragraph 34 of
2 the Second Amended Complaint:
- 3 I. WRL's, Wynn Resorts (Macau) S.A.'s, or their Affiliates and predecessors'
4 Anti-Corruption Policy from January 1, 2000 to present.
- 5 J. Determinations of "unsuitability" under the Articles of Incorporation;
- 6 K. The confidentiality and privacy of guest information, including guest
7 information in Macau;
- 8 L. Data privacy laws in Macau;
- 9 M. Amendments to the Articles of Incorporation;
- 10 N. The Development of Casino Resorts at new casino gaming sites, including
11 but not limited to the Investigation or audit of proposed new sites;
- 12 O. All notices sent to members of the WRL Board regarding training;
- 13 P. Restrictions on shares of WRL owned by officers and directors of WRL,
14 including any prohibition on pledging such shares; and/or
- 15 Q. Any other Policies relevant to WRL's allegations against any of the Aruze
16 Parties.

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

18 All Documents Concerning Mr. Okada's alleged statements during any meeting of the
19 WRL Board Concerning payments to foreign Government Officials, the FCPA, or any other
20 anti-corruption laws, as alleged in Paragraph 34 of the Second Amended Complaint.

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

22 All agendas, presentations, reports, notes, and minutes Concerning each meeting of the
23 WRL Board from 2002 to the present.

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

25 All agendas, presentations, reports, notes, and minutes Concerning each meeting of any
26 Committee of the WRL Board, including without limitation the Audit Committee, the
27 Compensation Committee, the Compliance Committee, and the Nominating and Corporate
28 Governance Committee, from 2002 to the present.

REQUEST FOR PRODUCTION NO. 41:

All agendas, presentations, reports, notes, and minutes Concerning executive sessions held by members of the WRL Board, including but not limited to a session held on or about July 28, 2011.

REQUEST FOR PRODUCTION NO. 42:

All agendas, presentations, reports, notes, and minutes Concerning each meeting of the Wynn Macau Board of Directors, any Committee of the Wynn Macau Board of Directors, or executive sessions held by members of the Wynn Macau Board of Directors, including but not limited to meetings held on or about June 10, 2010 and August 20, 2010.

REQUEST FOR PRODUCTION NO. 43:

All Documents Concerning the “investigation” conducted by WRL management and referred to in Paragraph 23 of the Second Amended Complaint, including without limitation (a) all Documents Concerning the decision to undertake the Investigation; (b) Documents sufficient to show the identities of all Persons participating in the Investigation; (c) all Documents collected, reviewed, or prepared during the Investigation; and (d) copies of all draft and final versions of the “written report” referred to in Paragraph 23.

REQUEST FOR PRODUCTION NO. 44:

To the extent they are different than the report referenced in Request 91, all Documents Concerning any Investigations discussed or referenced during the November 1, 2011 WRL Board meeting Concerning the Philippines or Mr. Okada.

REQUEST FOR PRODUCTION NO. 45:

All Documents Concerning Your, Stephen A. Wynn’s, a member of the WRL Board’s, a Counterdefendant’s, or WRL’s licensing, Suitability, or other similar determination (including threatened, potential, or actual determinations of Unsuitability or revocation of gaming licenses) by the NGCB, the Commission, or similar Gaming Authorities of any other state, nation, tribe, or other governmental unit, including but not limited to Missouri, Illinois, Mississippi, Massachusetts, the Philippines, China, Macau, or Japan, or any decisions not to seek such a determination because of concerns about a negative outcome.

REQUEST FOR PRODUCTION NO. 46:

All Documents Concerning WRL's efforts to obtain a gaming license in Massachusetts.

REQUEST FOR PRODUCTION NO. 47:

All Documents Concerning Communications between WRL on the one hand, and the NGCB, the Federal Bureau of Investigation, the United States Department of Justice, the Philippine Department of Justice, or members of the press (including but not limited to Reuters) on the other, Concerning any of the Aruze Parties, including but not limited to Documents sufficient to identify all reporters or members of the press involved in Communications Concerning any of the Aruze Parties.

REQUEST FOR PRODUCTION NO. 48:

All Documents Concerning WRL's public statement on October 2, 2012 Concerning the denial of Aruze USA and Universal's Motion for Preliminary Injunction, including but not limited to all Documents Concerning:

- A. The Investigations allegedly initiated by law enforcement and regulatory authorities in the United States and multiple jurisdictions in Asia;
- B. The purported business connections and common shareholding in a Hong Kong entity by Mr. Okada;
- C. An individual allegedly associated with "yakuza," a Japanese organized crime group; and/or
- D. An alleged improper payment in the Philippines in connection with Aruze USA.

REQUEST FOR PRODUCTION NO. 49:

All Documents Concerning any Valuation of Aruze USA's shares in WRL prior to February 2012, including but not limited to all Documents Concerning:

- A. Valuations included or referenced in filings with the United States Securities and Exchange Commission, court filings, or the letter from Robert L. Shapiro to Aruze USA's counsel dated December 15, 2011; and/or

- 1 B. The statement, on page 5 of WRL's Memorandum of Points and Authorities
2 in support its Opposition to Mr. Okada's Petition for a Writ of Mandamus,
3 that the value of Aruze USA Inc.'s shares of WRL was approximately \$2.9
4 billion.

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

6 All Documents Concerning the fair value of Aruze USA's stock in WRL for purposes of
7 the Redemption, including but not limited to all Documents Concerning:

- 8 A. The impact on the value of the stock of restrictions on Aruze USA's ability to
9 transfer the stock (also referred to as a "marketability discount");
10 B. The impact on the value of the stock of the fact that Aruze USA's holdings
11 did not represent a controlling interest in WRL (also referred to as a
12 "minority discount");
13 C. The impact on the value of the stock of the size of Aruze USA's block of
14 shares; and/or
15 D. The impact on the value of the stock of information Concerning WRL's
16 business prospects not yet known to the market as of the Redemption date.

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

18 All Documents Concerning the Valuation of Aruze USA's shares in WRL conducted by
19 Moelis & Co. in February 2012, including but not limited to:

- 20 A. All Documents Concerning the decision to retain Moelis & Co.;
21 B. All Documents Concerning the terms of the retention of Moelis & Co.,
22 including the terms of its compensation;
23 C. All Documents Concerning Communications between You or WRL on the
24 one hand and Moelis & Co. or any of its employees on the other;
25 D. All Documents You provided to Moelis & Co. during this retention;
26 E. All drafts of Moelis & Co.'s report regarding the Valuation conducted by
27 Moelis and all edits or comments regarding such drafts;
28

1 F. All Documents Concerning Communications with any Person, whether inside
2 or outside of WRL, Concerning Moelis & Co.'s Valuation; and/or

3 G. All Documents Concerning the relationship between Kenneth Moelis or
4 Moelis & Co. and Stephen A. Wynn or WRL.

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

6 All Documents Concerning Kenneth Moelis' and Moelis & Co.'s work for WRL prior to
7 February 2012.

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

9 All Documents Concerning the Valuation or solvency and surplus Analysis of Aruze
10 USA conducted by Duff & Phelps in February 2012, including but not limited to:

- 11 A. All Documents Concerning the decision to retain the Duff & Phelps;
12 B. All Documents Concerning the terms of the retention of Duff & Phelps,
13 including the terms of its compensation;
14 C. All Documents Concerning Communications between You or WRL on the
15 one hand and Duff & Phelps or any of its employees on the other;
16 D. All Documents You provided to Duff & Phelps during this retention;
17 E. All drafts of the report prepared by Duff & Phelps and all edits or comments
18 regarding such drafts; and/or
19 F. All Documents Concerning Communications with any Person, whether inside
20 or outside of WRL, Concerning Duff & Phelps' work.

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

22 All Documents Concerning Duff & Phelps' work for WRL prior to February 2012.

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

24 All Documents Concerning any Valuation of WRL stock by any Person or entity other
25 than Moelis & Co. or Duff & Phelps from 2006 to the present.

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

27 All Documents Concerning the actual or potential impact on the value of Your shares in
28 WRL as a result of the Stockholders Agreements entered into in 2006 or 2010.

REQUEST FOR PRODUCTION NO. 57:

All Documents Concerning the Promissory Note provided by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares, including but not limited to all Documents Concerning:

- A. All discussions regarding the form in which WRL should pay to Aruze USA the amounts due to Aruze USA as a result of the Redemption of Aruze USA's shares;
- B. The value of the Promissory Note;
- C. The impact of any of the terms of the Promissory Note, or the use of a Promissory Note in general, on the value of the compensation paid by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares;
- D. The impact of the Promissory Note, or any of its terms, on WRL's financial condition or balance sheet;
- E. The "Subordination" provisions (§ 5) of the Promissory Note;
- F. The "Restrictions of Transfer" provision (§ 6) of the Promissory Note; and/or
- G. The "Right to Set-Off" provision (§ 7) of the Promissory Note.

REQUEST FOR PRODUCTION NO. 58:

All Documents Concerning all projections or estimates Concerning the value of WRL as a going concern as of any date within the time period from December 31, 2010 to December 31, 2012.

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REQUEST FOR PRODUCTION NO. 59:

All Documents Concerning any Communications with internal and external auditors regarding the impact of the Redemption of Aruze USA's shares and any Valuation conducted by any Person or entity on WRL's financial condition or balance sheet.

DATED this 19 day of April 2015.

By 

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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of April, 2015, a true and correct copy of the foregoing **DEFENDANT KAZUO OKADA AND COUNTERCLAIMANTS- DEFENDANTS ARUZE USA, INC. AND UNIVERSAL ENTERTAINMENT CORPORATION'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO ROBERT J. MILLER** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Please see the attached E-Service Master List

☐ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

☐ Email: by electronically delivering a copy via email to the following e-mail addresses:

☐ Facsimile: by faxing a copy to the following numbers referenced below:


An Employee of Holland & Hart LLP

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*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

v.

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

**DEFENDANT KAZUO OKADA AND
COUNTERCLAIMANTS-DEFENDANTS
ARUZE USA, INC. AND UNIVERSAL
ENTERTAINMENT CORPORATION'S
FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO JOHN A. MORAN**

Electronic Filing Case

1 **PROPOUNDING PARTY:** DEFENDANT KAZUO OKADA AND
2 COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
3 INC. AND UNIVERSAL ENTERTAINMENT
4 **RESPONDING PARTY:** COUNTERDEFENDANT JOHN A. MORAN
5 **SET NO.:** ONE

6 Pursuant to NEV. R. CIV. P. 34, Defendant KAZUO OKADA and Counterclaimants-
7 Defendants ARUZE USA, INC. and UNIVERSAL ENTERTAINMENT CORPORATION
8 (collectively, the “Aruze Parties”) hereby request that Counterdefendant John A. Moran produce
9 the following documents and things for inspection and copying in this First Request for
10 Production of Documents (the “Requests”). Such production shall be made within thirty (30)
11 days of service, at Holland & Hart LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada
12 89134. The documents and things subject to these Requests shall remain available to the Aruze
13 Parties’ counsel until such inspection and copying can be reasonably completed.

14 **DEFINITIONS**

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

17 1. The term “Affiliate(s)” means a joint venture partner or a Person linked
18 by direct, indirect, or common equity ownership.

19 2. The terms “Analysis” or “Analyses” mean an Investigation or assessment
20 of a business or Person or subject.

21 3. The term “Archfield” refers to Archfield Limited, including but not
22 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
23 of their respective current and former officers, directors, agents, attorneys, accountants,
24 employees, representatives, partners, consultants, contractors, advisors, and other Persons
25 occupying similar positions or performing similar functions, and all other Persons acting or
26 purporting to act on its behalf or under its control.

27 4. The term “Arkin Group” refers to The Arkin Group LLC, including but
28 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and

1 each of their respective current and former officers, directors, agents, attorneys, accountants,
2 employees, representatives, partners, consultants, contractors, advisors, and other Persons
3 occupying similar positions or performing similar functions, and all other Persons acting or
4 purporting to act on its behalf or under its control.

5 5. The term "Articles of Incorporation" refers to WRL's Articles of
6 Incorporation and all amendments, including but not limited to the original Articles of
7 Incorporation dated June 3, 2002, the Amended and Restated Articles of Incorporation dated on
8 or about June 26, 2002, and the Second Amended and Restated Articles of Incorporation dated
9 September 16, 2002.

10 6. The term "Aruze Parties" refers to Kazuo Okada, Aruze USA, and
11 Universal.

12 7. The term "Aruze USA" refers to Aruze USA, Inc., including but not
13 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
14 of their respective current and former officers, directors, agents, attorneys, accountants,
15 employees, representatives, partners, consultants, contractors, advisors, and other Persons
16 occupying similar positions or performing similar functions, and all other Persons acting or
17 purporting to act on its behalf or under its control.

18 8. The term "Assignment of Interest" means the Assignment of Membership
19 Interest entered into by Aruze USA and WRL on or about September 24, 2002, and any
20 amendments thereto or restatements thereof.

21 9. The term "Baron" means Baron Asset Fund, including but not limited to
22 its predecessors, successors, parents, subsidiaries, committees, subcommittees, divisions and
23 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
24 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
25 Persons occupying similar positions or performing similar functions, and all other Persons
26 acting or purporting to act on its behalf or under its control.

1 10. The term “Business Plans” means any Document that describes a
2 business’ future and plans a company intends or is considering to take to grow revenues and to
3 expand and/or operate.

4 11. The term “Buy-Sell Agreement” means the Buy-Sell Agreement entered
5 into by Aruze USA, Stephen A. Wynn, and Mr. Okada on or about June 13, 2002, any
6 amendments thereto or restatements thereof, and the cancellation thereof.

7 12. The term “Bylaws” refers to WRL’s Bylaws and all amendments,
8 including but not limited to the first Bylaws of WRL dated June 14, 2002, the Second Amended
9 and Restated Bylaws, the Third Amended and Restated Bylaws effective as of September 23,
10 2002 (and as amended on October 21, 2002), the Fourth Amended and Restated Bylaws
11 effective as of November 13, 2006, and the Fifth Amended and Restated Bylaws effective as of
12 November 2, 2012.

13 13. The term “City Ledger Account(s)” means an account through which a
14 Person charges expenses for lodging, entertainment, and other incidentals incurred at WRL or
15 Wynn Macau facilities against funds deposited into the account by that Person.

16 14. The term “the Commission” means the Nevada Gaming Commission and
17 its respective current and former officers, directors, agents, attorneys, accountants, employees,
18 representatives, partners, members, and other Persons occupying similar positions or performing
19 similar functions, and all other Persons acting or purporting to act on its behalf or under its
20 control.

21 15. The term “Communication(s)” means the transmission of information (in
22 the form of facts, ideas, inquiries or otherwise) by any medium, including, without limitation,
23 orally, by personal meeting, in writing, by telephone, letter, telegraph, teleconference, facsimile,
24 telex, telecopy, wire, radio, television, electronic mail, magnetic tape, floppy disk, diagram,
25 graph, chart, drawing, text message, chat room, social media including Facebook and Twitter, or
26 posting or other display on the Internet or the World Wide Web.

27 16. The term “Compliance Committee” means the WRL Compliance
28 Committee collectively and each member individually, as well as each member’s agents,

1 representatives, associates, attorneys, and all other Persons acting or purporting to act on each
2 member's behalf or under each member's control.

3 17. The term "Concerning" shall mean, without limitation, anything that, in
4 whole or in part, contains, constitutes, compromises, deals with, describes, evidences, embodies,
5 reflects, refers to, relates to, mentions, defines, bears upon, pertains Directly or Indirectly to,
6 discusses, alludes to, responds to, mentions, memorializes, records, comments upon, analyzes,
7 explains, summarizes, or is in any other way relevant to the particular subject matter identified.

8 18. The term "Contribution Agreement" refers to the Contribution
9 Agreement entered into among WRL, Stephen A. Wynn, Aruze USA, Baron, and the Kenneth
10 R. Wynn Family Trust on or about June 11, 2002.

11 19. The term "Cotai" refers to the Cotai area of Macau.

12 20. The term "Counterdefendant(s)" refers to Stephen A. Wynn, Kimmarie
13 Sinatra, Linda Chen, Ray R. Irani, Russell Goldsmith, Robert J. Miller, John A. Moran, Marc D.
14 Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, Allan Zeman, individually and
15 collectively, and each Person's agents, representatives, associates, attorneys, employees,
16 consultants, contractors, advisors, and all other Persons acting or purporting to act on each
17 Person's behalf or under each Person's control.

18 21. The term "Development of Casino Resorts" means any conduct by any
19 party that relates to the planning, building, establishing, promoting, creation, or formation of a
20 facility which houses and accommodates gambling activities.

21 22. The term "Directly" shall mean acting on one's own or through one's
22 employees, agents, representatives, associates, attorneys, consultants, and all other Persons
23 acting or purporting to act on one's behalf or under one's control.

24 23. The term "Document(s)" includes, but is not limited to, any written,
25 typed, printed, recorded or graphic matter, however produced or reproduced, of any type or
26 description, regardless of origin or location, including but not limited to any and all
27 correspondence, minutes, records, tables, charts, Analyses, graphs, regulations, Investigation
28 results, microfiche or microfilm, training materials, electronic records, electronic logs,

1 schedules, reports, audits, guidelines, Policies, protocols, reviews, assessments, budgets,
2 standing order directives, post orders, manuals, memoranda, hand written and electronic notes,
3 lists, logs, notations, contact sheets, calendar and diary entries, letters (sent or received),
4 telegrams, faxes, telexes, messages (including but not limited to reports of telephone
5 conversations and conferences), studies, rosters, schedules, booklets, circulars, bulletins,
6 instructions, papers, files, minutes, emails, summaries, bulletins, questionnaires, contracts,
7 memoranda or agreements, requests for proposals or responses to requests for proposals,
8 assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks,
9 vouchers, notebooks, receipts, acknowledgments, data processing cards, computer generated
10 matter, photographs, photographic negatives, phonograph records, tape recordings, evaluations,
11 video recordings, wire recordings, discs, other mechanical recording transcripts or logs of any
12 such recordings, all other data compilations from which information can be obtained, or
13 translated if necessary, text messages, chat room transcripts, social media posts (including
14 Facebook and Twitter), or postings or other displaces on the Internet or the World Wide Web,
15 and any other tangible thing of a similar nature. Each Request for a Document or Documents
16 shall be deemed to call for the production of the original Document or Documents to the extent
17 that they are in or subject to, Directly or Indirectly, the control of the party to whom these
18 Requests for Production are directed. In addition, each Request should be considered as
19 including but not limited to all copies and, to the extent applicable, preliminary drafts of
20 Documents that differ in any manner or respect from the original or final draft or from each
21 other (*e.g.*, by reason of differences in form or content or by reason of handwritten notes or
22 comments having been added to one copy of a Document but not on the original or other copies
23 thereof).

24 24. The term “Duff & Phelps” refers to Duff & Phelps, LLC, including but
25 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
26 each of their respective current and former officers, directors, agents, attorneys, accountants,
27 employees, representatives, partners, consultants, contractors, advisors, and other Persons
28

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 25. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
4 representatives, associates, attorneys, and all other Persons acting or purporting to act on her
5 behalf or under her control.

6 26. The term “FCPA” refers to the Foreign Corrupt Practices Act of 1977, 15
7 U.S.C. § 78dd-1, *et seq.*

8 27. The term “Fourth Amended Counterclaim” refers to the Fourth Amended
9 Counterclaim filed in this action on November 26, 2013.

10 28. The term “Freeh Report” refers to the report prepared by Freeh Sporkin
11 under the direction of WRL’s Compliance Committee, attached as Exhibit 1 to WRL’s Second
12 Amended Complaint.

13 29. The term “Freeh Sporkin” refers to Freeh Sporkin & Sullivan LLP (n/k/a
14 Pepper Hamilton LLP), including but not limited to its predecessors, successors, parents,
15 subsidiaries, divisions and Affiliates, and each of their respective current and former partners
16 (including but not limited to Louis J. Freeh), employees, representatives, agents, attorneys,
17 accountants, consultants, contractors, advisors, and other Persons occupying similar positions or
18 performing similar functions, and all other Persons acting or purporting to act on its behalf or
19 under its control.

20 30. The term “Gaming Authority” refers to any entity of any state, nation,
21 tribe, or other governmental unit involved in regulation, administration, licensing, enforcement,
22 and/or any other activities relating to gambling or other gaming activities.

23 31. The term “Government Official(s)” refers to any officer or employee of a
24 government or any department, agency, or instrumentality thereof, or of a public international or
25 national organization, or any Person acting in an official capacity for or on behalf of any such
26 government or department, agency, or instrumentality, or for or on behalf of any such public
27 international or national organization. As used here, “public international or national
28 organization” means (i) an organization that is designated by Executive order pursuant to

1 section 288 of title 22 of the United States Code; or (ii) any other international organization that
2 is designated by the President by Executive order for the purposes of this section, effective as of
3 the date of publication of such order in the Federal Register.

4 32. The term “Indirectly” shall mean acting through an intermediate or
5 intervening Person, pathway, or instrumentality, including by inducing, encouraging, or
6 contributing to another Person’s action(s).

7 33. The term “Investigation(s)” includes but is not limited to any research,
8 examination, review, study, assessment, Analysis, diligence, or inquiry into the matter stated in
9 the Request, whether formal or informal.

10 34. The term “IPO” means the initial public offering of WRL on or about
11 October 25, 2002.

12 35. The term “the LLC” means Valvino Lamore, LLC, including but not
13 limited to its predecessors, successors, parents, subsidiaries, committees, subcommittees,
14 divisions and Affiliates, and each of their respective current and former officers, directors,
15 agents, attorneys, accountants, employees, representatives, partners, members, consultants,
16 contractors, advisors, and other Persons occupying similar positions or performing similar
17 functions, and all other Persons acting or purporting to act on its behalf or under its control.

18 36. The term “Macau” refers to the Macau special administrative region of
19 the People’s Republic of China, including but not limited to the Macau Peninsula itself, Cotai,
20 and the islands of Taipa and Coloane.

21 37. The term “Moelis & Co.” refers to Moelis & Company, including but not
22 limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each
23 of their respective current and former officers, directors, agents, attorneys, accountants,
24 employees, representatives, partners, consultants, contractors, advisors, and other Persons
25 occupying similar positions or performing similar functions, and all other Persons acting or
26 purporting to act on its behalf or under its control.

27 38. The term “the NGCB” means the Nevada State Gaming Control Board
28 and its respective current and former officers, directors, agents, attorneys, accountants,

1 employees, representatives, partners, members, and other Persons occupying similar positions
2 or performing similar functions, and all other Persons acting or purporting to act on its behalf or
3 under its control.

4 39. The term “Mr. Okada” refers to Kazuo Okada, and his agents,
5 representatives, associates, attorneys, and all other Persons acting or purporting to act on his
6 behalf or under his control.

7 40. The term “Operating Agreement” means the Operating Agreement of the
8 LLC and any and all amendments thereto or restatements thereof.

9 41. The term “PAGCOR” refers to the Philippine Amusement and Gaming
10 Corporation.

11 42. The term “Person(s)” shall mean any natural person or legal entity,
12 including, without limitation, any business, legal, or governmental entity or association.
13 References to any Person shall include that Person’s officers, directors, employees, partners,
14 agents, representatives, attorneys, accountants, consultants, contractors, advisors, corporate
15 parents, predecessors, successors, subsidiaries, committees, subcommittees, divisions, and
16 Affiliates, and any other natural person or legal entity acting or purporting to act on the
17 Person(s)’ behalf or under the Person(s)’ control.

18 43. The term “Philippines” refers to Republic of the Philippines.

19 44. The terms “Policy” or “Policies” refer to policies, procedures,
20 regulations, guidelines, manuals, processes, directives, rules, regulations, and post orders.

21 45. The term “Promissory Note” refers to the “Redemption Price Promissory
22 Note” dated February 18, 2012 and attached to WRL’s February 18, 2012 Form 8-K.

23 46. The term “Redemption” refers to a process whereby WRL purports to
24 redeem securities owned or held by an allegedly Unsuitable Person or an Affiliate of an
25 Unsuitable Person at a set price on a particular date, ending all ownership and ownership rights
26 of the allegedly Unsuitable Person or Affiliate other than the right to receive fair value for the
27 securities redeemed.
28

1 47. The term “Second Amended Complaint” refers to the Second Amended
2 Complaint filed in this action on April 22, 2013.

3 48. The term “Stephen A. Wynn,” refer to Plaintiff and Counterdefendant
4 Stephen A. Wynn and his agents, representatives, associates, attorneys, accountants, employees,
5 consultants, advisors, contractors, and all other Persons acting or purporting to act on his behalf
6 or under his control.

7 49. The term “Stockholders Agreement” refers to any and all agreements
8 entered into by Stephen A. Wynn and/or Elaine Wynn as shareholders of WRL stock, as
9 amended, including but not limited to:

- 10 • the Stockholders Agreement, entered into on or about April 11, 2002, by and
11 among Stephen A. Wynn, Aruze USA, and Baron;
- 12 • the Amendment to Stockholders Agreement, entered into on or about
13 November 8, 2006, by and among Stephen A. Wynn and Aruze USA;
- 14 • the Waiver and Consent, entered into on or about July 31, 2009, by and
15 among Stephen A. Wynn, Baron, and Aruze USA;
- 16 • the Waiver and Consent, entered into on or about August 13, 2009, by and
17 among Stephen A. Wynn and Aruze USA;
- 18 • the Amended and Restated Stockholders Agreement, entered into on or about
19 January 6, 2010, by and among Stephen A. Wynn, Elaine Wynn, and Aruze
20 USA;
- 21 • the Waiver and Consent, entered into on or about November 26, 2010 by and
22 among Stephen A. Wynn, Elaine Wynn, and Aruze USA; and/or
- 23 • the Waiver and Consent, entered into on or about December 15, 2010, by and
24 among Stephen A. Wynn, Elaine Wynn, and Aruze USA.

25 50. The term “Suitability” refers to (i) the determination by a Gaming
26 Authority that a Person is suitable to own or control securities and suitable to be connected or
27 affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a
28 Person has not caused the loss or threatened loss of a gaming license; and/or (iii) the

determination that a Person is unlikely to jeopardize a company's or company's Affiliate application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

51. The term "Term Sheet" means the Term Sheet entered into by the LLC and Aruze USA on or about October 3, 2000.

52. The term "Universal" refers to Universal Entertainment Corporation, including but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each of their respective current and former officers, directors, agents, attorneys, accountants, employees, representatives, partners, consultants, contractors, advisors, and other Persons occupying similar positions or performing similar functions, and all other Persons acting or purporting to act on its behalf or under its control.

53. The term "University of Macau Donation" refers to the pledge made by Wynn Macau in or about May 2011 to donate HK\$1 billion (approximately \$135 million) to the University of Macau Development Foundation, including but not limited to the contributions made or pledged from May 2011 through 2022.

54. The terms "Unsuitable" or "Unsuitability" refer to (i) the determination by a Gaming Authority that a Person is unsuitable to own or control securities or unsuitable to be connected or affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a Person has caused the loss or threatened loss of a gaming license; and/or (iii) the determination that a Person is likely to jeopardize a company's or company's Affiliate application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

55. The term "WRL Board" refers to WRL's Board of Directors collectively and each director individually, as well as each director's agents, representatives, associates, attorneys, and all other Persons acting or purporting to act on each Person's behalf or under each Person's control.

56. The term "Wynn Las Vegas" refers to Wynn Las Vegas, LLC, including but not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and each of their respective current and former officers, directors, agents, attorneys, accountants, employees, representatives, partners, consultants, contractors, advisors, and other Persons

1 occupying similar positions or performing similar functions, and all other Persons acting or
2 purporting to act on its behalf or under its control.

3 57. The term “Wynn Macau” refers to Wynn Macau, Limited, including but
4 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
5 each of their respective current and former officers, directors, agents, attorneys, accountants,
6 employees, representatives, partners, consultants, contractors, advisors, and other Persons
7 occupying similar positions or performing similar functions, and all other Persons acting or
8 purporting to act on its behalf or under its control.

9 58. The term “WRL,” refers to Plaintiff and Counterdefendant Wynn Resorts,
10 Limited, including but not limited to its predecessors, successors, parents, subsidiaries,
11 committees, subcommittees, divisions and Affiliates, including but not limited to Wynn Macau
12 and Wynn Las Vegas, and each of their respective current and former officers, directors, agents,
13 attorneys, accountants, employees, representatives, partners, consultants, advisors, contractors,
14 and other Persons occupying similar positions or performing similar functions, and all other
15 Persons acting or purporting to act on its behalf or under its control.

16 59. The terms “You,” “Your,” and “John A. Moran” refer to John. A. Moran
17 and his agents, representatives, associates, attorneys, employees, consultants, contractors,
18 advisors, and all other Persons acting or purporting to act on his behalf or under his control.

19 **INSTRUCTIONS**

20 1. Subject to the limitation of Instruction 2 below, each Request calls for (1)
21 the production of Documents in Your possession, custody, or control, including Your personal
22 files (e.g., Documents maintained at Your home, on a personal device, or at a home office); or
23 (2) in the possession, custody, or control of another, other than the Aruze Parties, if You have
24 the ability or right to obtain originals or copies of such Documents, whether or not such right or
25 ability has been exercised.

26 2. You are not required to search, review, or produce Documents that are in
27 the possession, custody, or control of WRL.
28

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

8 4. Whenever a Document is not produced in full or is produced in redacted
9 form, so indicate on the Document and state with particularity the reason or reasons it is not
10 being produced in full and describe those portions of the Document which are not being
11 produced.

12 5. Unless otherwise indicated, the Requests herein call for Documents that
13 were dated or created, or came into Your possession, custody or control at any time during the
14 period from March 1, 2000 to the present.

15 6. The Aruze Parties reserve their rights to serve supplemental requests for
16 Documents as necessary.

17 7. The Requests below are continuing in nature. If, after making Your
18 initial production and inspection, You obtain or become aware of any further Documents
19 responsive to these Requests, You are requested to produce such additional Documents to the
20 Aruze Parties.

21 8. It is not necessary to provide multiple copies of completely identical
22 Documents that are responsive to more than one Request. In the event that a Document
23 responsive to a given Request is being produced in response to another Request, You may
24 produce only one copy of the Document.

25 9. In order to bring within the scope of these Requests all information that
26 might otherwise be construed to be outside of their scope, the following rules of construction
27 apply: (a) the singular shall include the plural and vice versa; (b) the connectives “and” and “or”
28 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of

1 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
2 “any,” “all” and “each” shall be read to mean any, all, each, and every; (d) the present term shall
3 be construed to include the past tense and vice versa; (e) “on or about” when used in
4 conjunction with a specified date means the period beginning one month before and ending one
5 month after the specified date; (f) references to employees, officers, directors or agents shall
6 include both current and former employees, officers, directors and agents; and (g) references to
7 “he,” “him” and “his” shall be construed to also include “she,” “her” and “hers,” and vice-versa.

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

15 11. The Documents to be produced shall be organized and labeled to
16 correspond to each Request herein. All Documents that are physically attached to each other
17 when located for production shall be left so attached. Documents that are segregated or
18 separated from other Documents, whether by use of binders, files, subfiles, or by dividers, tabs,
19 or any other method, shall be left so segregated or separated. All labels or other forms of
20 identification contained, placed, attached, or appended on or to any binders, files, subfiles,
21 dividers, or tabs shall be produced.

22 12. If any Document requested herein that was formerly in Your possession,
23 custody or control has been destroyed, discarded, or otherwise lost, the Document shall be
24 identified by stating: (a) the nature of the Document, the number of pages, its subject matter and
25 its contents, including but not limited to any attachments or appendices; (b) the author of the
26 Document and all Persons to whom it was sent, including but not limited to cover copies or
27 blind copies; (c) the date on which the Document was prepared or transmitted; (d) the date on
28 which the Document was lost, discarded, or destroyed; (e) the Person who authorized and

1 carried out the destruction; (f) the name of any custodian of any existing copies of the
2 Document; and (g) documents showing the destruction of responsive documents. If no
3 Documents or things exist that are responsive to a particular paragraph of these requests, so
4 state in writing.

5 13. Each Request shall be construed independently and without reference to
6 other requests.

7 14. All electronically stored information ("ESI") and any other Document
8 produced in electronic format, including but not limited to any hard copy Documents copied and
9 produced in electronic format, shall be produced in accordance with the ESI Protocol as agreed
10 between the parties.

11 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

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

13 All Documents Concerning any of the Aruze Parties' contemplated or actual Business
14 Plans and activities in the Philippines, including but not limited to all Documents Concerning:

- 15 A. All Communications involving the Aruze Parties, You, WRL, or any
16 Counterdefendants Concerning the Aruze Parties' Business Plans and
17 activities in the Philippines;
- 18 B. Any discussion at any meeting of the WRL Board or Compliance Committee
19 Concerning the Aruze Parties' Business Plans and activities in the
20 Philippines;
- 21 C. All WRL Compliance Committee Documents Concerning the Aruze Parties'
22 investments in the Philippines, including but not limited to Documents
23 Concerning any Communications between Kevin Tourek and Frank Schreck
24 on or around April 4, 2008;
- 25 D. Any objections raised prior to September 30, 2011 by any Person affiliated
26 with WRL to any potential business opportunities in the Philippines being
27 pursued by any of the Aruze Parties; and/or
28

- 1 E. WRL's Investigations into any of the Aruze Parties' Business Plans and
2 activities in the Philippines, including but not limited to all Documents
3 Concerning the allegations in Paragraphs 29, 67 and/or 68 of the Second
4 Amended Complaint.

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

6 All Documents Concerning visits to the Philippines by any employee, director, officer,
7 or representative of WRL (including You) from 2000 to the present.

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

9 All Documents Concerning WRL's exploration into the Development of Casino Resorts
10 in the Philippines, including but not limited to all Documents Concerning:

- 11 A. Any impact any such casino resorts would have on WRL's businesses in Las
12 Vegas and Macau;
13 B. WRL's Business Plans and activities in the gaming industry in the
14 Philippines; and/or
15 C. All Documents Concerning any resolution to preclude Stephen A. Wynn or
16 WRL from the Development of Casino Resorts in the Philippines by the
17 House of Representatives of the Philippines or any other Government
18 Official of the Philippines.

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

20 All Documents Concerning Government Officials, or Persons affiliated with
21 Government Officials, who have received complimentary rooms, meals, gifts, gaming credits,
22 or other things of value from WRL, including but not limited to Documents Concerning
23 statements for City Ledger Accounts for You, WRL, and any Counterdefendant related to such
24 complimentary rooms, meals, gifts, gaming credits, or other things of value from WRL.

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

26 All Documents Concerning City Ledger Accounts, including but not limited to WRL's
27 Policies regarding such accounts and invoices provided to account holders.
28

REQUEST FOR PRODUCTION NO. 6:

All Documents from April 21, 2000 to present Concerning WRL's Business Plans and activities in Macau.

REQUEST FOR PRODUCTION NO. 7:

All Documents Concerning any Investigations by regulatory agencies involving alleged irregularities and/or corruption in any aspect of Your or Wynn Macau's business activities in Macau.

REQUEST FOR PRODUCTION NO. 8:

All Documents Concerning Mr. Okada's January 24, 2013 letter to the WRL Board Concerning WRL's "Cotai Strip" casino development project in Macau, including but not limited to Documents Concerning:

- A. All Communications among WRL Board members;
- B. WRL Board minutes; and/or
- C. Assessments, Investigations, and Analyses conducted by the WRL Board.

REQUEST FOR PRODUCTION NO. 9:

All Documents Concerning the factual statements in Paragraphs 46-48 of Robert Miller's February 5, 2013 Declaration (filed in the Federal Securities Suit, Docket No. 20), in which Mr. Miller asserts that there was no wrongdoing in connection with the \$50 million payment made to Tien Chiao Entertainment and Investment Company Limited.

REQUEST FOR PRODUCTION NO. 10:

All Documents Concerning the University of Macau Donation, including but not limited to all Documents Concerning:

- A. All copies, drafts, or versions of the Wynn Macau "Donation/Sponsorship Request Form" Concerning the University of Macau Donation;
- B. The names and contact information for all known members of the University of Macau Development Foundation ("UMDF") from January 2010 to present, including any list of such Persons or information;

- 1 C. Any Persons advising on the University of Macau Donation, including but
2 not limited to any law firms/attorneys, third party consultants, investment
3 bankers, and lobbyists;
- 4 D. Any Due Diligence of the University of Macau Donation or of any Persons
5 related to the University of Macau and UMDF;
- 6 E. All Communications between WRL or Wynn Macau on the one hand, and
7 the University of Macau, UMDF, or any representative or Affiliate of each
8 on the other;
- 9 F. Any plans or purported plans for the funds provided for in the University of
10 Macau Donation, including but not limited to any plans for an academy, an
11 endowment fund, a new business program on Henquin Island, and/or a
12 database to be open to the public;
- 13 G. The records required to be retained by any of WRL's or Wynn Macau's
14 Policies;
- 15 H. The transfer of funds by WRL or Wynn Macau to the University of Macau,
16 UMDF, or any representative or Affiliate of each;
- 17 I. All notes, reports, Communications, or other materials by, with, or otherwise
18 involving members of the WRL Board;
- 19 J. All legal opinions and FCPA Analyses Concerning the donation, including
20 but not limited to advice provided by Gibson, Dunn & Crutcher LLP;
- 21 K. All Communications between WRL or Wynn Macau on the one hand, and
22 Mr. Marc Schorr, Ms. Linda Chen, Mr. Chu Sai On, Mr. Jeffrey Lam, Mr.
23 "Peter" Lam Kam Seng, Mr. Iao Man Leng, Mr. Zhang Luchuan, Mr. Lam
24 Wai, Mr. Ho Ping, "Dore," Charles Heung, Mr. Ho Ho, or any representative
25 of each on the other, Concerning the University of Macau Donation; and/or
- 26 L. All Documents Concerning Mr. Okada's May 2011 objection and vote
27 against the University of Macau Donation, including but not limited to
28 Documents Concerning Communications involving WRL Board members,

Wynn Macau Board members, minutes of meetings of the WRL Board, minutes of meetings of the Wynn Macau Board or any Assessments, Investigations, and Analyses conducted by or on behalf of WRL, Wynn Macau or either of their Boards.

REQUEST FOR PRODUCTION NO. 11:

All Documents from April 21, 2000 to present Concerning donations made by WRL, Wynn Macau, or Wynn Las Vegas to any charitable organization where the value of the funds or goods donated exceeded \$1 million, including but not limited to Documents Concerning WRL's donation of a \$10 million Ming vase to the Macau Museum in 2006.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning the following Documents Bylaws and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning Communications Concerning their negotiation, drafting, and execution:

- A. The Articles of Incorporation;
- B. The Bylaws;
- C. The Contribution Agreement;
- D. The Stockholders Agreement;
- E. The Operating Agreement;
- F. The Term Sheet; and/or
- G. The Assignment of Interest.

REQUEST FOR PRODUCTION NO. 13:

All Documents Concerning the IPO, including but not limited to Documents Concerning Communications Concerning the negotiation, drafting, and execution of the Documents underlying the IPO.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning any Redemption provisions in the Articles of Incorporation, Operating Agreement, Buy-Sell Agreement, or other Document governing WRL or a predecessor, including but not limited to all Documents Concerning Communications with the

1 NGCB, the Commission, or other Gaming Authority Concerning Redemption provisions
2 governing WRL or a predecessor.

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

4 All Documents Concerning Kimmarie Sinatra's training and responsibilities Concerning
5 Section 402 of the Sarbanes-Oxley Act, including but not limited to all Documents Concerning
6 Kimmarie Sinatra's Communications with any Person or entity regarding Section 402 of the
7 Sarbanes-Oxley Act.

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

9 All Documents Concerning the decision by the WRL Compliance Committee to not
10 permit a loan from WRL to Aruze USA or to provide a "backstop" to a loan from Deutsche
11 Bank to Aruze USA, including but not limited to all Documents Concerning Kimmarie Sinatra's
12 or Your involvement in these decisions.

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

14 All Documents Concerning or reflecting Stephen A. Wynn's involvement in or control
15 over the WRL Compliance Committee.

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

17 All Documents Concerning any Communications Concerning the possibility of not
18 releasing the Freeh Report in exchange for any concessions or actions of any kind by any of the
19 Aruze Parties, including but not limited to Aruze USA selling its stock in WRL.

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

21 All Documents Concerning WRL's retention of the Arkin Group and the Arkin Group's
22 Investigation referred to in Paragraphs 30-33 of the Second Amended Complaint.

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

24 All Documents Concerning the WRL Compliance Committee's retention of Archfield
25 and Archfield's Investigation referred to in Paragraph 36 of the Second Amended Complaint.

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

27 All Documents Concerning any Investigation of any of the Aruze Parties or their
28 businesses in the Philippines and Korea conducted by Freeh Sporkin.

REQUEST FOR PRODUCTION NO. 22:

All Documents Concerning the resolutions adopted by the WRL Board on February 18, 2012, as alleged in Paragraph 87 of the Second Amended Complaint, including but not limited to all Documents Concerning:

- A. The WRL Board's determination that Aruze USA and Universal were likely to jeopardize WRL's and its affiliated companies' gaming licenses;
- B. The WRL Board's determination that Mr. Okada, Aruze USA, and Universal were Unsuitable Persons under the Articles of Incorporation;
- C. The WRL Board's determination to redeem Aruze USA's shares in WRL for approximately \$1,936 billion through a promissory note; and/or
- D. The basis for each of the WRL Board's determinations set forth above, including all information considered by the WRL Board before making each of these determinations.

REQUEST FOR PRODUCTION NO. 23:

All Documents Concerning Communications prior to February 19, 2012 Concerning the possibility of redeeming Aruze USA's shares in WRL.

REQUEST FOR PRODUCTION NO. 24:

All Documents Concerning all meetings or conference calls held involving You and any of the Aruze Parties (or their representatives) where Investigations by WRL into any of the Aruze Parties were discussed, including but not limited to notes or outlines prepared before the meetings/conference calls, summaries prepared afterwards, or Communications Concerning the meetings/conference calls.

REQUEST FOR PRODUCTION NO. 25:

All Documents Concerning the demand for Documents made by Mr. Okada through his counsel on or about October 24, 2011 (communicated in a letter from Gidon M. Caine to Robert L. Shapiro, produced at WYNN001420-1421, Confidential), including but not limited to all Documents Concerning:

1 A. All Communications Concerning whether and how WRL could resist or
2 refuse Mr. Okada's demand;

3 B. All Communications among any WRL officers or directors Concerning the
4 fairness or appropriateness of WRL's determination to not provide Mr.
5 Okada with Documents Concerning WRL's Investigation;

6 C. Whether or not a member of the WRL Board is entitled by that status to
7 review materials subject to any privilege held by WRL; and/or

8 D. Whether the WRL investigative report Concerning Mr. Okada was
9 privileged, as claimed by Kimmarie Sinatra at a meeting with Mr. Okada and
10 his lawyers on or about October 4, 2011.

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

12 All Documents Concerning the factual claims and assertions contained in the letter from
13 Robert L. Shapiro, Esq. to Robert D. Faiss on October 12, 2011 (produced at WYNN001417-
14 1419, Confidential).

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

16 All Documents Concerning whether Mr. Okada would be allowed to address the
17 allegations made against him during the November 1, 2011 meeting of the WRL Board.

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

19 All Documents Concerning instances (other than those involving Mr. Okada and/or
20 Aruze USA) where the WRL Board considered whether any Person was Unsuitable under the
21 Articles of Incorporation or considered whether to redeem any shareholder's shares.

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

23 All Documents Concerning WRL's Policies Concerning the consideration of whether
24 any Person is Unsuitable under the Articles of Incorporation or the consideration of whether to
25 redeem any shareholder's shares.

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

27 All Documents Concerning any Investigation conducted by WRL's Compliance
28 Committee into any Person, including Stephen A. Wynn but not including Mr. Okada, pursuant

1 to the requirement (referred to in Paragraph 14 of the Second Amended Complaint) that it
2 “investigate senior officers, directors, and key employees to protect WRL from becoming
3 associated from [sic] any unsuitable persons,” including but not limited to Documents sufficient
4 to identify all subjects of such Investigations.

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

6 All Documents Concerning any Investigation conducted by WRL’s Compliance
7 Committee into Mr. Okada pursuant to the requirement (referred to in Paragraph 14 of the
8 Second Amended Complaint) that it “investigate senior officers, directors, and key employees
9 to protect WRL from becoming associated from [sic] any unsuitable persons.”

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

11 All Documents Concerning the removal of Mr. Okada as Vice Chairman of WRL and/or
12 as a director of WRL and/or Wynn Macau

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

14 All Documents Concerning the elimination of the position of Vice Chairman of the
15 WRL Board.

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

17 All Documents Concerning Frank A. Schreck’s resignation as Chairman of Universal’s
18 Compliance Committee on September 27, 2011, including but not limited to all
19 Communications to or from Frank A. Schreck, WRL, and any of the Counterdefendants.

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

21 All Documents Concerning any Investigation of WRL or its employees, officers,
22 shareholders, or directors (including but not limited to You and any of the Aruze Parties) by any
23 local, state, federal, or foreign law enforcement agency, regulatory agency, or Gaming
24 Authority, including but not limited to all Documents Concerning any Investigation by the
25 Commission, the NGCB, the U.S. Securities and Exchange Commission, the United States
26 Department of Justice (“DOJ”), Philippine Securities and Exchange Commission (“Philippine
27 SEC”), the Philippine Department of Justice, or the Macau Gaming Commission Concerning:

28 A. Wynn Macau’s pledge to donate to the UMDF;

- 1 B. WRL's purported Redemption of Aruze's shares of WRL;
- 2 C. Any alleged payment, benefit, or gift by any of the Aruze Parties to former or
- 3 current members of PAGCOR;
- 4 D. The Land Concession Contract included as exhibit 10.1 to WRL's Form 8-K
- 5 filing on May 2, 2012;
- 6 E. The payment of \$50 million to Tien Chiao by Palo Real Estate Company
- 7 Limited as disclosed in exhibit 99.1 to WRL's Form 8-K filling on
- 8 September 11, 2009; and/or
- 9 F. The FCPA or any other anti-corruption laws.

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

11 All Documents Concerning submissions to the Nominating and Corporate Governance
12 Committee of WRL Concerning the nomination of individuals to serve as directors of WRL, as
13 required by Paragraph 2(a) of the Stockholders Agreement, including but not limited to all
14 Documents Concerning Stephen A. Wynn's refusal or acceptance to endorse individuals
15 nominated to serve as directors of WRL;

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

17 All Documents Concerning WRL's Policies and training, including all Documents
18 Concerning Communications to the WRL Board, Concerning:

- 19 A. Membership on the WRL Board and procedure for nominating members to
- 20 the WRL Board;
- 21 B. Removal of Persons from the WRL Board;
- 22 C. Compliance with the Nevada Revised Statutes and the Nevada Gaming
- 23 Commission Regulations;
- 24 D. Compliance with the Sarbanes-Oxley Act, including Section 402;
- 25 E. Compliance with the FCPA or any other anti-corruption law;
- 26 F. The adoption of resolutions by WRL's Board;
- 27 G. WRL's Gaming and Compliance Program;
- 28

- 1 H. WRL's "anti-bribery rules and regulations," referenced in Paragraph 34 of
2 the Second Amended Complaint:
- 3 I. WRL's, Wynn Resorts (Macau) S.A.'s, or their Affiliates and predecessors'
4 Anti-Corruption Policy from January 1, 2000 to present.
- 5 J. Determinations of "unsuitability" under the Articles of Incorporation;
- 6 K. The confidentiality and privacy of guest information, including guest
7 information in Macau;
- 8 L. Data privacy laws in Macau;
- 9 M. Amendments to the Articles of Incorporation;
- 10 N. The Development of Casino Resorts at new casino gaming sites, including
11 but not limited to the Investigation or audit of proposed new sites;
- 12 O. All notices sent to members of the WRL Board regarding training;
- 13 P. Restrictions on shares of WRL owned by officers and directors of WRL,
14 including any prohibition on pledging such shares; and/or
- 15 Q. Any other Policies relevant to WRL's allegations against any of the Aruze
16 Parties.

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

18 All Documents Concerning Mr. Okada's alleged statements during any meeting of the
19 WRL Board Concerning payments to foreign Government Officials, the FCPA, or any other
20 anti-corruption laws, as alleged in Paragraph 34 of the Second Amended Complaint.

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

22 All agendas, presentations, reports, notes, and minutes Concerning each meeting of the
23 WRL Board from 2002 to the present.

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

25 All agendas, presentations, reports, notes, and minutes Concerning each meeting of any
26 Committee of the WRL Board, including without limitation the Audit Committee, the
27 Compensation Committee, the Compliance Committee, and the Nominating and Corporate
28 Governance Committee, from 2002 to the present.

REQUEST FOR PRODUCTION NO. 41:

All agendas, presentations, reports, notes, and minutes Concerning executive sessions held by members of the WRL Board, including but not limited to a session held on or about July 28, 2011.

REQUEST FOR PRODUCTION NO. 42:

All agendas, presentations, reports, notes, and minutes Concerning each meeting of the Wynn Macau Board of Directors, any Committee of the Wynn Macau Board of Directors, or executive sessions held by members of the Wynn Macau Board of Directors, including but not limited to meetings held on or about June 10, 2010 and August 20, 2010.

REQUEST FOR PRODUCTION NO. 43:

All Documents Concerning the “investigation” conducted by WRL management and referred to in Paragraph 23 of the Second Amended Complaint, including without limitation (a) all Documents Concerning the decision to undertake the Investigation; (b) Documents sufficient to show the identities of all Persons participating in the Investigation; (c) all Documents collected, reviewed, or prepared during the Investigation; and (d) copies of all draft and final versions of the “written report” referred to in Paragraph 23.

REQUEST FOR PRODUCTION NO. 44:

To the extent they are different than the report referenced in Request 91, all Documents Concerning any Investigations discussed or referenced during the November 1, 2011 WRL Board meeting Concerning the Philippines or Mr. Okada.

REQUEST FOR PRODUCTION NO. 45:

All Documents Concerning Your, Stephen A. Wynn’s, a member of the WRL Board’s, a Counterdefendant’s, or WRL’s licensing, Suitability, or other similar determination (including threatened, potential, or actual determinations of Unsuitability or revocation of gaming licenses) by the NGCB, the Commission, or similar Gaming Authorities of any other state, nation, tribe, or other governmental unit, including but not limited to Missouri, Illinois, Mississippi, Massachusetts, the Philippines, China, Macau, or Japan, or any decisions not to seek such a determination because of concerns about a negative outcome.

REQUEST FOR PRODUCTION NO. 46:

All Documents Concerning WRL's efforts to obtain a gaming license in Massachusetts.

REQUEST FOR PRODUCTION NO. 47:

All Documents Concerning Communications between WRL on the one hand, and the NGCB, the Federal Bureau of Investigation, the United States Department of Justice, the Philippine Department of Justice, or members of the press (including but not limited to Reuters) on the other, Concerning any of the Aruze Parties, including but not limited to Documents sufficient to identify all reporters or members of the press involved in Communications Concerning any of the Aruze Parties.

REQUEST FOR PRODUCTION NO. 48:

All Documents Concerning WRL's public statement on October 2, 2012 Concerning the denial of Aruze USA and Universal's Motion for Preliminary Injunction, including but not limited to all Documents Concerning:

- A. The Investigations allegedly initiated by law enforcement and regulatory authorities in the United States and multiple jurisdictions in Asia;
- B. The purported business connections and common shareholding in a Hong Kong entity by Mr. Okada;
- C. An individual allegedly associated with "yakuza," a Japanese organized crime group; and/or
- D. An alleged improper payment in the Philippines in connection with Aruze USA.

REQUEST FOR PRODUCTION NO. 49:

All Documents Concerning any Valuation of Aruze USA's shares in WRL prior to February 2012, including but not limited to all Documents Concerning:

- A. Valuations included or referenced in filings with the United States Securities and Exchange Commission, court filings, or the letter from Robert L. Shapiro to Aruze USA's counsel dated December 15, 2011; and/or

- 1 B. The statement, on page 5 of WRL's Memorandum of Points and Authorities
2 in support its Opposition to Mr. Okada's Petition for a Writ of Mandamus,
3 that the value of Aruze USA Inc.'s shares of WRL was approximately \$2.9
4 billion.

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

6 All Documents Concerning the fair value of Aruze USA's stock in WRL for purposes of
7 the Redemption, including but not limited to all Documents Concerning:

- 8 A. The impact on the value of the stock of restrictions on Aruze USA's ability to
9 transfer the stock (also referred to as a "marketability discount");
10 B. The impact on the value of the stock of the fact that Aruze USA's holdings
11 did not represent a controlling interest in WRL (also referred to as a
12 "minority discount");
13 C. The impact on the value of the stock of the size of Aruze USA's block of
14 shares; and/or
15 D. The impact on the value of the stock of information Concerning WRL's
16 business prospects not yet known to the market as of the Redemption date.

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

18 All Documents Concerning the Valuation of Aruze USA's shares in WRL conducted by
19 Moelis & Co. in February 2012, including but not limited to:

- 20 A. All Documents Concerning the decision to retain Moelis & Co.;
21 B. All Documents Concerning the terms of the retention of Moelis & Co.,
22 including the terms of its compensation;
23 C. All Documents Concerning Communications between You or WRL on the
24 one hand and Moelis & Co. or any of its employees on the other;
25 D. All Documents You provided to Moelis & Co. during this retention;
26 E. All drafts of Moelis & Co.'s report regarding the Valuation conducted by
27 Moelis and all edits or comments regarding such drafts;
28

1 F. All Documents Concerning Communications with any Person, whether inside
2 or outside of WRL, Concerning Moelis & Co.'s Valuation; and/or

3 G. All Documents Concerning the relationship between Kenneth Moelis or
4 Moelis & Co. and Stephen A. Wynn or WRL.

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

6 All Documents Concerning Kenneth Moelis' and Moelis & Co.'s work for WRL prior to
7 February 2012.

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

9 All Documents Concerning the Valuation or solvency and surplus Analysis of Aruze
10 USA conducted by Duff & Phelps in February 2012, including but not limited to:

11 A. All Documents Concerning the decision to retain the Duff & Phelps;

12 B. All Documents Concerning the terms of the retention of Duff & Phelps,
13 including the terms of its compensation;

14 C. All Documents Concerning Communications between You or WRL on the
15 one hand and Duff & Phelps or any of its employees on the other;

16 D. All Documents You provided to Duff & Phelps during this retention;

17 E. All drafts of the report prepared by Duff & Phelps and all edits or comments
18 regarding such drafts; and/or

19 F. All Documents Concerning Communications with any Person, whether inside
20 or outside of WRL, Concerning Duff & Phelps' work.

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

22 All Documents Concerning Duff & Phelps' work for WRL prior to February 2012.

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

24 All Documents Concerning any Valuation of WRL stock by any Person or entity other
25 than Moelis & Co. or Duff & Phelps from 2006 to the present.

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

27 All Documents Concerning the actual or potential impact on the value of Your shares in
28 WRL as a result of the Stockholders Agreements entered into in 2006 or 2010.

REQUEST FOR PRODUCTION NO. 57:

All Documents Concerning the Promissory Note provided by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares, including but not limited to all Documents Concerning:

- A. All discussions regarding the form in which WRL should pay to Aruze USA the amounts due to Aruze USA as a result of the Redemption of Aruze USA's shares;
- B. The value of the Promissory Note;
- C. The impact of any of the terms of the Promissory Note, or the use of a Promissory Note in general, on the value of the compensation paid by WRL to Aruze USA in connection with the Redemption of Aruze USA's shares;
- D. The impact of the Promissory Note, or any of its terms, on WRL's financial condition or balance sheet;
- E. The "Subordination" provisions (§ 5) of the Promissory Note;
- F. The "Restrictions of Transfer" provision (§ 6) of the Promissory Note; and/or
- G. The "Right to Set-Off" provision (§ 7) of the Promissory Note.

REQUEST FOR PRODUCTION NO. 58:

All Documents Concerning all projections or estimates Concerning the value of WRL as a going concern as of any date within the time period from December 31, 2010 to December 31, 2012.

///


///

Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

REQUEST FOR PRODUCTION NO. 59:

All Documents Concerning any Communications with internal and external auditors regarding the impact of the Redemption of Aruze USA's shares and any Valuation conducted by any Person or entity on WRL's financial condition or balance sheet.

DATED this 29th day of April 2015.

By 
J. Stephen Peek, Esq. (1758)
Bryce K. Kunimoto, Esq. (7781)
Robert J. Cassity, Esq. (9779)
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BUCKLEYSANDLER LLP
1250 24th Street NW, Suite 700
Washington DC 20037

*Attorneys for Defendant Kazuo Okada and
Counterclaimants-Defendants Aruze USA, Inc.
and Universal Entertainment Corp.*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 29th day of April, 2015, a true and correct copy of the
3 foregoing **DEFENDANT KAZUO OKADA AND COUNTERCLAIMANTS-**
4 **DEFENDANTS ARUZE USA, INC. AND UNIVERSAL ENTERTAINMENT**
5 **CORPORATION'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO**
6 **JOHN A. MORAN** was served by the following method(s):

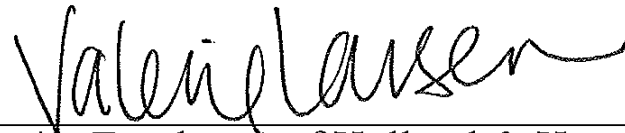
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