

IN THE SUPREME COURT OF THE STATE OF NEVADA

WYNN RESORTS LIMITED,

Petitioners,

vs.

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

Respondent,

and

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

Real Parties in Interest.

Case No. _____

Electronically Filed
Jul 20 2015 11:00 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 9 OF 17

DATED this 17th day of July, 2015.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice

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

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Las Vegas, Nevada 89101

Attorneys for Petitioner Wynn Resorts, Limited

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CERTIFICATE OF SERVICE

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

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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 MARC D.
SCHORR**

Electronic Filing Case

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

RESPONDING PARTY: COUNTERDEFENDANT MARC D. SCHORR

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 Marc D. Schorr
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 “Marc D. Schorr” refer to Marc D. Schorr
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.

///

///

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
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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 MARC D. SCHORR** was served by the following method(s):

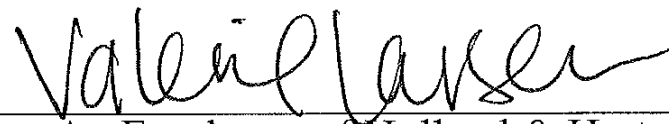
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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
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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 ALVIN V.
SHOEMAKER**

Electronic Filing Case

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

RESPONDING PARTY: COUNTERDEFENDANT ALVIN V. SHOEMAKER

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 Alvin V. Shoemaker
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 “Alvin V. Shoemaker” refer to Alvin V.
17 Shoemaker 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.

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

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

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

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

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

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

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

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

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

- 25 A. Valuations included or referenced in filings with the United States Securities
26 and Exchange Commission, court filings, or the letter from Robert L. Shapiro
27 to Aruze USA's counsel dated December 15, 2011; and/or
28

- 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.

///

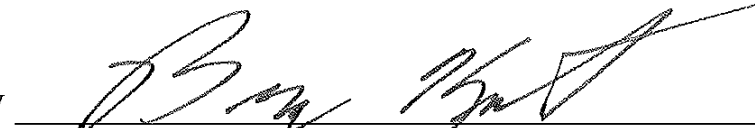
///

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
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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 ALVIN V. SHOEMAKER** was served by the following method(s):

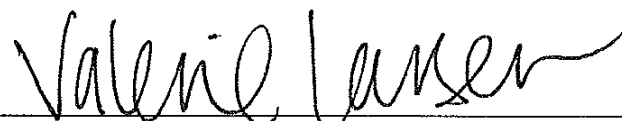
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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)

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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 KIMMARIE
SINATRA**

Electronic Filing Case

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

3 **RESPONDING PARTY:** COUNTERDEFENDANT KIMMARIE SINATRA

4 **SET NO.:** ONE

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

13 **DEFINITIONS**

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

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

18 2. The terms "Analysis" or "Analyses" mean an Investigation or assessment
19 of a business or Person or subject.

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

26 4. The term "Arkin Group" refers to The Arkin Group LLC, including but
27 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
28 each of their respective current and former officers, directors, agents, attorneys, accountants,

1 employees, representatives, partners, consultants, contractors, advisors, 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 5. The term “Articles of Incorporation” refers to WRL’s Articles of
5 Incorporation and all amendments, including but not limited to the original Articles of
6 Incorporation dated June 3, 2002, the Amended and Restated Articles of Incorporation dated on
7 or about June 26, 2002, and the Second Amended and Restated Articles of Incorporation dated
8 September 16, 2002.

9 6. The term “Aruze Parties” refers to Kazuo Okada, Aruze USA, and
10 Universal.

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

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

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

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

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

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

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

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

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

24 16. The term “Compliance Committee” means the WRL Compliance
25 Committee collectively and each member individually, as well as each member’s agents,
26 representatives, associates, attorneys, and all other Persons acting or purporting to act on each
27 member’s behalf or under each member’s control.

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

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

9 19. The term “Cotai” refers to the Cotai area of Macau.

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

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

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

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

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

22 24. The term “Duff & Phelps” refers to Duff & Phelps, LLC, including but
23 not limited to its predecessors, successors, parents, subsidiaries, divisions and Affiliates, and
24 each of their respective current and former officers, directors, agents, attorneys, accountants,
25 employees, representatives, partners, consultants, contractors, advisors, and other Persons
26 occupying similar positions or performing similar functions, and all other Persons acting or
27 purporting to act on its behalf or under its control.
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1 25. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
2 representatives, associates, attorneys, and all other Persons acting or purporting to act on her
3 behalf or under her control.

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

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

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

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

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

21 31. The term “Government Official(s)” refers to any officer or employee of a
22 government or any department, agency, or instrumentality thereof, or of a public international or
23 national organization, or any Person acting in an official capacity for or on behalf of any such
24 government or department, agency, or instrumentality, or for or on behalf of any such public
25 international or national organization. As used here, “public international or national
26 organization” means (i) an organization that is designated by Executive order pursuant to
27 section 288 of title 22 of the United States Code; or (ii) any other international organization that
28

1 is designated by the President by Executive order for the purposes of this section, effective as of
2 the date of publication of such order in the Federal Register.

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

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

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

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

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

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

26 38. The term “the NGCB” means the Nevada State Gaming Control Board
27 and its respective current and former officers, directors, agents, attorneys, accountants,
28 employees, representatives, partners, members, and other Persons occupying similar positions

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

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

6 40. The term "Operating Agreement" means the Operating Agreement of the
7 LLC and any and all amendments thereto or restatements thereof.

8 41. The term "PAGCOR" refers to the Philippine Amusement and Gaming
9 Corporation.

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

16 43. The term "Philippines" refers to Republic of the Philippines.

17 44. The terms "Policy" or "Policies" refer to policies, procedures,
18 regulations, guidelines, manuals, processes, directives, rules, regulations, and post orders.

19 45. The term "Promissory Note" refers to the "Redemption Price Promissory
20 Note" dated February 18, 2012 and attached to WRL's February 18, 2012 Form 8-K.

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

26 47. The term "Second Amended Complaint" refers to the Second Amended
27 Complaint filed in this action on April 22, 2013.

28

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

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

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

23 50. The term “Suitability” refers to (i) the determination by a Gaming
24 Authority that a Person is suitable to own or control securities and suitable to be connected or
25 affiliated with a Person engaged in a business relating to gambling; (ii) the determination that a
26 Person has not caused the loss or threatened loss of a gaming license; and/or (iii) the
27 determination that a Person is unlikely to jeopardize a company’s or company’s Affiliate
28 application for, receipt of approval for, right to the use of, or entitlement to, any gaming license.

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

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

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

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

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

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

58. The term “WRL,” refers to Plaintiff and Counterdefendant Wynn Resorts, Limited, including but not limited to its predecessors, successors, parents, subsidiaries, committees, subcommittees, divisions and Affiliates, including but not limited to Wynn Macau and Wynn Las Vegas, and each of their respective current and former officers, directors, agents, attorneys, accountants, employees, representatives, partners, consultants, advisors, contractors, 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.

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

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

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

3. 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

1 list of the Documents being withheld, indicating as to each: (a) the author, sender, writer,
2 addressor or initiator; (b) all addressees, recipients and intended recipients, including but not
3 limited to any blind copies indicated; (c) the date created or transmitted; (d) the subject matter
4 and subject matter indicated on the Document, if any; and (e) the claimed grounds for
5 nonproduction.

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

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

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

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

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

23 9. In order to bring within the scope of these Requests all information that
24 might otherwise be construed to be outside of their scope, the following rules of construction
25 apply: (a) the singular shall include the plural and vice versa; (b) the connectives “and” and “or”
26 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of
27 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
28 “any,” “all” and “each” shall be read to mean any, all, each, and every; (d) the present tense

1 shall be construed to include the past tense and vice versa; (e) "on or about" when used in
2 conjunction with a specified date means the period beginning one month before and ending one
3 month after the specified date; (f) references to employees, officers, directors or agents shall
4 include both current and former employees, officers, directors and agents; and (g) references to
5 "he," "him" and "his" shall be construed to also include "she," "her" and "hers," and vice-versa.

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

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

20 12. If any Document requested herein that was formerly in Your possession,
21 custody or control has been destroyed, discarded, or otherwise lost, the Document shall be
22 identified by stating: (a) the nature of the Document, the number of pages, its subject matter and
23 its contents, including but not limited to any attachments or appendices; (b) the author of the
24 Document and all Persons to whom it was sent, including but not limited to cover copies or
25 blind copies; (c) the date on which the Document was prepared or transmitted; (d) the date on
26 which the Document was lost, discarded, or destroyed; (e) the Person who authorized and
27 carried out the destruction; (f) the name of any custodian of any existing copies of the
28 Document; and (g) documents showing the destruction of responsive documents. If no

1 Documents or things exist that are responsive to a particular paragraph of these requests, so
2 state in writing.

3 13. Each Request shall be construed independently and without reference to
4 other requests.

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

9 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

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

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

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

Concerning the allegations in Paragraphs 29, 67 and/or 68 of the Second Amended Complaint.

REQUEST FOR PRODUCTION NO. 2:

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

REQUEST FOR PRODUCTION NO. 3:

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

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

REQUEST FOR PRODUCTION NO. 4:

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

REQUEST FOR PRODUCTION NO. 5:

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

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;
- C. Any Persons advising on the University of Macau Donation, including but not limited to any law firms/attorneys, third party consultants, investment bankers, and lobbyists;

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

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

REQUEST FOR PRODUCTION NO. 15:

All Documents Concerning Your training, understanding, and responsibilities Concerning Section 402 of the Sarbanes-Oxley Act, including but not limited to all Documents Concerning Your Communications with any Person or entity regarding Section 402 of the Sarbanes-Oxley Act.

REQUEST FOR PRODUCTION NO. 16:

All Documents Concerning the decision by the WRL Compliance Committee to not permit a loan from WRL to Aruze USA or to provide a “backstop” to a loan from Deutsche Bank to Aruze USA, including but not limited to all Documents Concerning Your involvement in these decisions.

REQUEST FOR PRODUCTION NO. 17:

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

REQUEST FOR PRODUCTION NO. 18:

All Documents Concerning Communications exchanged between You and any Person not acting at that time on behalf of WRL, Concerning the purported Redemption of Aruze USA’s shares.

REQUEST FOR PRODUCTION NO. 19:

All Documents Concerning Communications exchanged between You and any Person not acting at that time on behalf of WRL, Concerning:

A. The loan from WRL to Aruze USA referred to in Paragraphs 87-88 of the Fourth Amended Counterclaim; and/or

B. The margin loan WRL asserted it was negotiating with Deutsche Bank referred to in Paragraphs 96-97 of the Fourth Amended Counterclaim.

REQUEST FOR PRODUCTION NO. 20:

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

REQUEST FOR PRODUCTION NO. 21:

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

REQUEST FOR PRODUCTION NO. 22:

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

REQUEST FOR PRODUCTION NO. 23:

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

REQUEST FOR PRODUCTION NO. 24:

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. 25:

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

REQUEST FOR PRODUCTION NO. 26:

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 all Documents Concerning:

- A. A meeting held on or about September 30, 2011 among You, Kevin Tourek and lawyers representing Aruze USA;
- B. A telephone conference held on or about October 3, 2011 between You and lawyers representing Aruze USA; and/or
- C. A meeting held on or about October 4, 2011 among You, Stephen A. Wynn, Mr. Okada, and Mr. Okada's counsel,

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. 27:

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:

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

REQUEST FOR PRODUCTION NO. 28:

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

REQUEST FOR PRODUCTION NO. 29:

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

REQUEST FOR PRODUCTION NO. 30:

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

REQUEST FOR PRODUCTION NO. 31:

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

REQUEST FOR PRODUCTION NO. 32:

All Documents Concerning any Investigation conducted by WRL's Compliance Committee into any Person, including Stephen A. Wynn but not including Mr. Okada, pursuant to the requirement (referred to in Paragraph 14 of the Second Amended Complaint) that it "investigate senior officers, directors, and key employees to protect WRL from becoming associated from [sic] any unsuitable persons," including but not limited to Documents sufficient to identify all subjects of such Investigations.

REQUEST FOR PRODUCTION NO. 33:

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

REQUEST FOR PRODUCTION NO. 34:

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

REQUEST FOR PRODUCTION NO. 35:

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

REQUEST FOR PRODUCTION NO. 36:

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

REQUEST FOR PRODUCTION NO. 37:

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

- 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. 38:

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. 39:

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;
- H. WRL's "anti-bribery rules and regulations," referenced in Paragraph 34 of the Second Amended Complaint;
- I. WRL's, Wynn Resorts (Macau) S.A.'s, or their Affiliates and predecessors' Anti-Corruption Policy from January 1, 2000 to present.
- J. Determinations of "unsuitability" under the Articles of Incorporation;
- K. The confidentiality and privacy of guest information, including guest information in Macau;
- L. Data privacy laws in Macau;
- M. Amendments to the Articles of Incorporation;

- 1 N. The Development of Casino Resorts at new casino gaming sites, including
2 but not limited to the Investigation or audit of proposed new sites;
3 O. All notices sent to members of the WRL Board regarding training;
4 P. Restrictions on shares of WRL owned by officers and directors of WRL,
5 including any prohibition on pledging such shares; and/or
6 Q. Any other Policies relevant to WRL's allegations against any of the Aruze
7 Parties.

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

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

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

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

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

16 All agendas, presentations, reports, notes, and minutes Concerning each meeting of any
17 Committee of the WRL Board, including without limitation the Audit Committee, the
18 Compensation Committee, the Compliance Committee, and the Nominating and Corporate
19 Governance Committee, from 2002 to the present.

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

21 All agendas, presentations, reports, notes, and minutes Concerning executive sessions
22 held by members of the WRL Board, including but not limited to a session held on or about July
23 28, 2011.

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

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

REQUEST FOR PRODUCTION NO. 45:

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. 46:

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. 47:

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. 48:

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

REQUEST FOR PRODUCTION NO. 49:

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. 50:

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. 51:

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

REQUEST FOR PRODUCTION NO. 52:

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

- A. The impact on the value of the stock of restrictions on Aruze USA's ability to transfer the stock (also referred to as a "marketability discount");

1 B. The impact on the value of the stock of the fact that Aruze USA's holdings
2 did not represent a controlling interest in WRL (also referred to as a
3 "minority discount");

4 C. The impact on the value of the stock of the size of Aruze USA's block of
5 shares; and/or

6 D. The impact on the value of the stock of information Concerning WRL's
7 business prospects not yet known to the market as of the Redemption date.

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

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

11 A. All Documents Concerning the decision to retain Moelis & Co.;

12 B. All Documents Concerning the terms of the retention of Moelis & Co.,
13 including the terms of its compensation;

14 C. All Documents Concerning Communications between You or WRL on the
15 one hand and Moelis & Co. or any of its employees on the other;

16 D. All Documents You provided to Moelis & Co. during this retention;

17 E. All drafts of Moelis & Co.'s report regarding the Valuation conducted by
18 Moelis and all edits or comments regarding such drafts;

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

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

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

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

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

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

- 1 A. All Documents Concerning the decision to retain the Duff & Phelps;
- 2 B. All Documents Concerning the terms of the retention of Duff & Phelps,
- 3 including the terms of its compensation;
- 4 C. All Documents Concerning Communications between You or WRL on the
- 5 one hand and Duff & Phelps or any of its employees on the other;
- 6 D. All Documents You provided to Duff & Phelps during this retention;
- 7 E. All drafts of the report prepared by Duff & Phelps and all edits or comments
- 8 regarding such drafts; and/or
- 9 F. All Documents Concerning Communications with any Person, whether inside
- 10 or outside of WRL, Concerning Duff & Phelps' work.

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

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

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

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

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

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

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

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

- 23 A. All discussions regarding the form in which WRL should pay to Aruze USA
- 24 the amounts due to Aruze USA as a result of the Redemption of Aruze
- 25 USA's shares;
- 26 B. The value of the Promissory Note;
- 27
- 28

- 1 C. The impact of any of the terms of the Promissory Note, or the use of a
2 Promissory Note in general, on the value of the compensation paid by WRL
3 to Aruze USA in connection with the Redemption of Aruze USA's shares;
4 D. The impact of the Promissory Note, or any of its terms, on WRL's financial
5 condition or balance sheet;
6 E. The "Subordination" provisions (§ 5) of the Promissory Note;
7 F. The "Restrictions of Transfer" provision (§ 6) of the Promissory Note; and/or
8 G. The "Right to Set-Off" provision (§ 7) of the Promissory Note.

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

10 All Documents Concerning all projections or estimates Concerning the value of WRL as
11 a going concern as of any date within the time period from December 31, 2010 to December 31,
12 2012.

27 ././

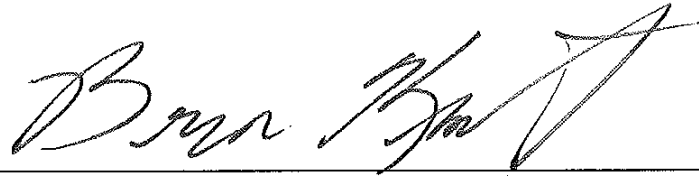
28 ././

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

REQUEST FOR PRODUCTION NO. 61:

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 KIMMARIE SINATRA** was served by the following method(s):

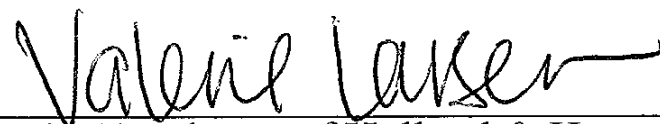
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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****Contact**Adam Miller
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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

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

Electronic Filing Case

1 **PROPOUNDING PARTY:** DEFENDANT KAZUO OKADA AND
2 COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
3 INC. AND UNIVERSAL ENTERTAINMENT
4 **RESPONDING PARTY:** COUNTERDEFENDANT BOONE WAYSON
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 Boone Wayson
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.

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 “Boone Wayson” refer to Boone Wayson
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.

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

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

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

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

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

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

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

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

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

- 25 A. Valuations included or referenced in filings with the United States Securities
26 and Exchange Commission, court filings, or the letter from Robert L. Shapiro
27 to Aruze USA's counsel dated December 15, 2011; and/or
28

- 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.

///

///

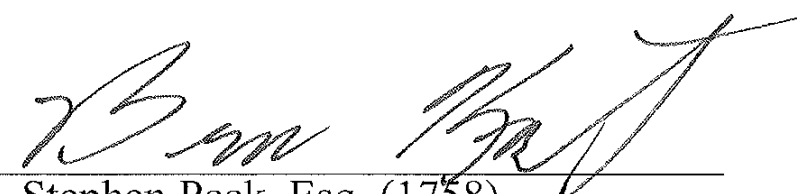
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

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 29 day of April 2015.

By



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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 BOONE WAYSON** was served by the following method(s):

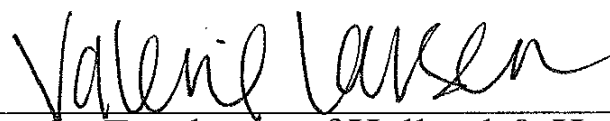
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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****Contact**Adam Miller
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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 ALLAN ZEMAN**

Electronic Filing Case

1 **PROPOUNDING PARTY:** DEFENDANT KAZUO OKADA AND
2 COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
3 INC. AND UNIVERSAL ENTERTAINMENT
4 **RESPONDING PARTY:** COUNTERDEFENDANT ALLAN ZEMAN
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 ALLAN ZEMAN
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

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 “Allan Zeman” refer to Allan Zeman 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;

- 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.

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

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

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

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

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

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

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

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

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

- 25 A. Valuations included or referenced in filings with the United States Securities
26 and Exchange Commission, court filings, or the letter from Robert L. Shapiro
27 to Aruze USA's counsel dated December 15, 2011; and/or
28

- 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.

///

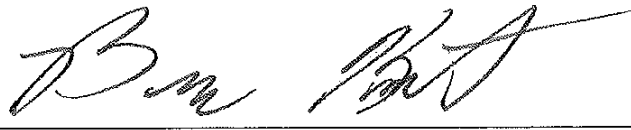
///

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 

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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 ALLAN ZEMAN** 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

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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 STEPHEN A.
WYNN**

Electronic Filing Case

1 **PROPOUNDING PARTY:** DEFENDANT KAZUO OKADA AND
2 COUNTERCLAIMANTS-DEFENDANTS ARUZE USA,
3 INC. AND UNIVERSAL ENTERTAINMENT
4 CORPORATION
5
6 **RESPONDING PARTY:** COUNTERDEFENDANT AND CROSS-DEFENDANT
7 STEPHEN A. WYNN
8
9 **SET NO.:** ONE

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

19 **DEFINITIONS**

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

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

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

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

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

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

12 6. The term “Aruze Parties” refers to Kazuo Okada, Aruze USA, and
13 Universal.

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

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

23 9. The term “Baron” means Baron Asset Fund, including but not limited to
24 its predecessors, successors, parents, subsidiaries, committees, subcommittees, divisions and
25 Affiliates, and each of their respective current and former officers, directors, agents, attorneys,
26 accountants, employees, representatives, partners, consultants, contractors, advisors, and other
27 Persons occupying similar positions or performing similar functions, and all other Persons
28 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 "Cotai Land Concession" refers to any land concession contract
13 granted by the government of Macau with respect to WRL and the Cotai, including without
14 limitation the concession described in WRL's Form 8-K, originally filed on March 2, 2012, then
15 re-filed on May 2, 2012.

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

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

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

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

25 24. The term “Duff & Phelps” refers to Duff & Phelps, LLC, including but
26 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 25. The term “Elaine Wynn” refers to Elaine P. Wynn and her agents,
4 representatives, associates, attorneys, employees, consultants, contractors, advisors, and all
5 other Persons acting or purporting to act on her 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 “Investigation(s)” includes but is not limited to any research,
5 examination, review, study, assessment, Analysis, diligence, or inquiry into the matter stated in
6 the Request, whether formal or informal.

7 33. The term “IPO” means the initial public offering of WRL on or about
8 October 25, 2002.

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

15 35. The term “Macau” refers to the Macau special administrative region of
16 the People’s Republic of China, including but not limited to the Macau Peninsula itself, Cotai,
17 and the islands of Taipa and Coloane.

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

24 37. The term “the NGCB” means the Nevada State Gaming Control Board
25 and its respective current and former officers, directors, agents, attorneys, accountants,
26 employees, representatives, partners, members, and other Persons occupying similar positions
27 or performing similar functions, and all other Persons acting or purporting to act on its behalf or
28 under its control.

1 38. The term “Mr. Okada” refers to Kazuo Okada, and his agents,
2 representatives, associates, attorneys, and all other Persons acting or purporting to act on his
3 behalf or under his control.

4 39. The term “Operating Agreement” means the Operating Agreement of the
5 LLC and any and all amendments thereto or restatements thereof.

6 40. The term “PAGCOR” refers to the Philippine Amusement and Gaming
7 Corporation.

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

15 42. The term “Philippines” refers to Republic of the Philippines.

16 43. The terms “Policy” or “Policies” refer to policies, procedures,
17 regulations, guidelines, manuals, processes, directives, rules, regulations, and post orders.

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

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

25 46. The term “Second Amended Complaint” refers to the Second Amended
26 Complaint filed in this action on April 22, 2013.

27 47. The terms “Stephen A. Wynn,” “You,” and “Your” refer to Plaintiff and
28 Counterdefendant Stephen A. Wynn and his agents, representatives, associates, attorneys,

1 accountants, employees, consultants, advisors, contractors, and all other Persons acting or
2 purporting to act on his behalf or under his control.

3 48. The term "Stockholders Agreement" refers to any and all agreements
4 entered into by Stephen A. Wynn and/or Elaine Wynn as shareholders of WRL stock, as
5 amended, including but not limited to:

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

21 49. The terms "Suitable" or "Suitability" refer to (i) the determination by a
22 Gaming Authority that a Person is suitable to own or control securities and suitable to be
23 connected or affiliated with a Person engaged in a business relating to gambling; (ii) the
24 determination that a Person has not caused the loss or threatened loss of a gaming license;
25 and/or (iii) the determination that a Person is unlikely to jeopardize a company's or company's
26 Affiliate application for, receipt of approval for, right to the use of, or entitlement to, any
27 gaming license.
28

1 50. The term “Term Sheet” means the Term Sheet entered into by the LLC
2 and Aruze USA on or about October 3, 2000.

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

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

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

19 54. The term “WRL Board” refers to WRL’s Board of Directors collectively
20 and each director individually, as well as each director’s agents, representatives, associates,
21 attorneys, and all other Persons acting or purporting to act on each Person’s behalf or under
22 each Person’s control.

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

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

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

7 59. The term “Indirectly” shall mean acting through an intermediate or
8 intervening Person, pathway, or instrumentality, including by inducing, encouraging, or
9 contributing to another Person’s action(s).

20 INSTRUCTIONS

21 1. Each Request calls for (1) the production of Documents in Your
22 possession, custody, or control; or (2) in the possession, custody, or control of another, other
23 than the Aruze Parties, if You have the ability or right to obtain originals or copies of such
24 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

1 limited to any blind copies indicated; (c) the date created or transmitted; (d) the subject matter
2 and subject matter indicated on the Document, if any; and (e) the claimed grounds for
3 nonproduction.

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

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

11 5. The Aruze Parties reserve their rights to serve supplemental requests for
12 Documents as necessary.

13 6. The Requests below are continuing in nature. If, after making Your
14 initial production and inspection, You obtain or become aware of any further Documents
15 responsive to these Requests, You are requested to produce such additional Documents to the
16 Aruze Parties.

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

21 8. In order to bring within the scope of these Requests all information that
22 might otherwise be construed to be outside of their scope, the following rules of construction
23 apply: (a) the singular shall include the plural and vice versa; (b) the connectives “and” and “or”
24 shall be construed either disjunctively or conjunctively as necessary to bring within the scope of
25 the Request all responses that might otherwise be construed to be outside its scope; (c) the terms
26 “any,” “all” and “each” shall be read to mean any, all, each, and every; (d) the present tense
27 shall be construed to include the past tense and vice versa; (e) “on or about” when used in
28 conjunction with a specified date means the period beginning one month before and ending one

1 month after the specified date; (f) references to employees, officers, directors or agents shall
2 include both current and former employees, officers, directors and agents; and (g) references to
3 “he,” “him” and “his” shall be construed to also include “she,” “her” and “hers,” and vice-versa.

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

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

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

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

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

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

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

- A. All Communications involving the Aruze Parties, You, WRL, or any Counterdefendants Concerning the Aruze Parties’ Business Plans and activities in the Philippines;
- B. Any discussion at any meeting of the WRL Board or Compliance Committee Concerning the Aruze Parties’ Business Plans and activities in the Philippines;
- C. All WRL Compliance Committee Documents Concerning the Aruze Parties’ investments in the Philippines, including but not limited to Documents Concerning any Communications between Kevin Tourek and Frank Schreck on or around April 4, 2008;
- D. Public remarks by You Concerning the Aruze Parties’ pursuit of a casino project in the Philippines, including but not limited to talking points, memoranda, handwritten notes, Documents Concerning Communications, outlines, and transcripts, including but not limited to Your May 1, 2008 conference call to stock analysts;
- E. Any objections raised prior to September 30, 2011 by any Person affiliated with WRL to any potential business opportunities in the Philippines being pursued by any of the Aruze Parties; and/or

1 F. 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, including but not limited to
8 all Documents Concerning:

- 9 A. Your visit to the Philippines in 2010 referenced in Paragraphs 76 to 78 of the
10 Fourth Amended Counterclaim;
- 11 B. Any visits initially planned, but later cancelled or postponed, including but
12 not limited to a meeting with the President of the Philippines, Benigno
13 Aquino III;
- 14 C. Any use of WRL's corporate plane or Your private plane in connection with
15 a visit to the Philippines; and
- 16 D. The allegation in Paragraph 22 of the Second Amended Complaint that "Mr.
17 Wynn immediately recognized that Mr. Okada had brought him to the
18 Philippines under misleading pretenses, and that he had orchestrated the
19 event to send the false message to the Philippine government that WRL's
20 good reputation and standing in the casino resort industry backed Mr.
21 Okada's development project."

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

23 All Documents Concerning Your or WRL's exploration into the Development of Casino
24 Resorts in the Philippines, including but not limited to all Documents Concerning:

- 25 A. Any impact any such casino resorts would have on WRL's businesses in Las
26 Vegas and Macau;
- 27 B. WRL's Business Plans and activities in the gaming industry in the
28 Philippines; and/or

1 C. All Documents Concerning any resolution to preclude You or WRL from the
2 Development of Casino Resorts in the Philippines by the House of
3 Representatives of the Philippines or any other Government Official of the
4 Philippines.

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

6 All Documents Concerning any payments, benefits, and gifts allegedly made by any of
7 the Aruze Parties to former or current members of PAGCOR or the Philippine Government, or
8 to friends, family or associates of former or current members of PAGCOR or the Philippine
9 Government, including but not limited to all Documents Concerning:

- 10 A. The alleged 36 instances of payments, benefits, and gifts provided to
11 Philippine Government Officials and their family, friends and associates as
12 alleged in Paragraph 48(b) of the Second Amended Complaint and pages 20
13 through 22 of the Freeh Report;
- 14 B. Charges for lodging in hotel rooms at Wynn Las Vegas and Wynn Macau
15 allegedly occupied by any of the Persons currently or formerly affiliated with
16 PAGCOR or the Philippine Government named in the Freeh Report;
- 17 C. All visits allegedly made to Wynn Macau and Wynn Las Vegas by former or
18 current Persons associated or affiliated with PAGCOR or the Philippine
19 Government, including all alleged expenses incurred by any such officials,
20 including any guests accompanying the officials, during any such visits;
- 21 D. The authorization of such alleged payments, benefits, or gifts;
- 22 E. Any disciplinary action taken against any former or current employee of
23 WRL for such alleged payments, benefits, or gifts;
- 24 F. All receipts or records of expenses incurred and amounts paid by any Person
25 affiliated with PAGCOR or the Philippine Government at Wynn Macau or
26 Wynn Las Vegas; and/or
27
28

1 G. All statements for the Universal City Ledger Account, Aruze USA City
2 Ledger Account, or any other City Ledger Account associated with any of the
3 Aruze Parties, containing information Concerning this subject.

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

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

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

11 All Policies at WRL Concerning City Ledger Accounts, including but not limited to
12 restrictions on payments made from such accounts, oversight over City Ledger Accounts,
13 monitoring of irregularities with respect to City Ledger Accounts, and invoices provided to
14 account holders.

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

16 All Documents from April 21, 2000 to present Concerning Your or WRL's Business
17 Plans and activities in Macau, including but not limited to all Documents Concerning:

- 18 A. Any consultants You, WRL, or Wynn Macau engaged or otherwise consulted
19 in connection with Business Plans and activities in Macau;
20 B. All Due Diligence Concerning Business Plans and activities in Macau; and/or
21 C. Your visits to China (including the Special Administrative Regions of Macau
22 and Hong Kong), including but not limited to any visits initially planned, but
23 later cancelled or postponed, including but not limited to Your current and
24 expired passports;

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

26 In a February 28, 2002 letter from You to Mr. Okada (produced at WYNN00008727-
27 8728, Confidential), You stated the following: "With respect to permanent facilities, it is our
28 intention to develop a hotel/casino in Macau City, as well as a resort on the island of Taipa. We

1 have identified a potential development site on Taipa and are exploring a number of locations in
2 Macau City.” Produce all Documents Concerning the “potential development site on Taipa”
3 and the “number of locations in Macau City” that are referenced in this letter.

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

5 All Documents Concerning any expenditure for the entertainment of any Macau
6 Government Officials or their representatives, including but not limited to Documents relating
7 to Mr. Francis So.

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

9 All Documents Concerning Mr. Francis So, including but not limited to all Documents
10 Concerning:

- 11 A. All Due Diligence Concerning Mr. Francis So, including but not limited to
12 any “risk based pre-engagement integrity due diligence review” of Mr.
13 Francis So as required by Section VII of Wynn Macau and WRL’s Anti-
14 Corruption Policy (Books & Records Suit: WRL 000927-937 Confidential);
15 B. All contracts or agreements with Mr. Francis So;
16 C. Payments made to Mr. Francis So for any reason, including but not limited to
17 the date, amount of, and purpose for such payments;
18 D. All actions Mr. Francis So took as an agent of, or on behalf of, WRL or
19 Wynn Macau, including but not limited to actions taken during meetings in
20 Hong Kong in 2002; and/or
21 E. Any disciplinary actions or Investigations Concerning Mr. Francis So’s
22 activities.

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

24 All Documents Concerning all Communications with Francis So from January 1, 2000
25 to present.

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

27 All Documents Concerning all Communications with Dr. da Silva (identified in Books
28 & Records Suit: WRL 001012 - 001013 Confidential) from January 1, 2000 to January 1, 2007.

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

2 All Documents from April 21, 2000 to present Concerning the “Macau Interest” and the
3 “Macau Reimbursement Amount,” as those terms are used in the Third Amended and Restated
4 Operating Agreement of the LLC dated April 11, 2002, including but not limited to all
5 Documents Concerning the Valuation of the “Macau Interest” and the “Macau Reimbursement
6 Amount”.

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

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

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

12 All Documents from April 21, 2000 to present Concerning any Government Official of
13 China or Macau, including but not limited to all Documents Concerning:

- 14 A. Any payment, benefit, gift, entertainment expenses, meal or lodging provided
15 to any such Government Official, Directly or Indirectly; and/or
16 B. Any Communications, meetings or potential meetings with any such
17 Government Official.

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

19 All Documents Concerning Melco-PBL Entertainment, including but not limited to all
20 Documents Concerning the sub-concession awarded and/or sold to Melco-PBL Entertainment in
21 2006.

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

23 All Documents Concerning the creation, founding, funding, incorporation, and
24 membership/shareholders of Wynn Macau, including but not limited to all Documents
25 Concerning Communications between You, WRL, or Wynn Macau on the one hand, and any
26 shareholders of Wynn Macau on the other, including but not limited to Documents Concerning
27 Communications Concerning the Share Subscription and Shareholders Agreement dated
28 October 15, 2002.

REQUEST FOR PRODUCTION NO. 18:

All Documents Concerning the application made on behalf of Cotai Land Company to the Government of Macau for approximately 218,000 square meters of land in Cotai, including but not limited to all drafts or subsequent revisions of the same.

REQUEST FOR PRODUCTION NO. 19:

All Documents Concerning the original commercial agreement among the shareholders of Wynn Macau.

REQUEST FOR PRODUCTION NO. 20:

All Documents Concerning Communications between You, WRL, or Wynn Macau on the one hand, and Alan Zeman or John Crawford on the other.

REQUEST FOR PRODUCTION NO. 21:

All Documents Concerning Communications between You, WRL, or Wynn Macau on the one hand, and Golden Win Entertainment, Onnang Construction, Take Roll Ltd., Far East International, San Francisco Group, United VIP Club, and Shui Ming, to include any owners, principals, agents, shareholders, personnel, Affiliates, or third party consultants and representatives of each, on the other.

REQUEST FOR PRODUCTION NO. 22:

All Documents Concerning the land concession contract permitting Wynn Macau to develop a casino resort in Cotai, as referenced in WRL's March 2, 2012 and May 2, 2012 Form 8-K filings, including but not limited to all Documents Concerning:

- A. All Due Diligence Concerning the Cotai Land Concession;
- B. Any Persons advising on the concession and sub-concession grant, including but not limited to any law firms/attorneys, finders, third party consultants, investors, investment banks, and lobbyists;
- C. All Communications with Arthur Andersen or PriceWaterhouseCoopers, (including, but not limited to, David Green) and/or the Casino Concession Tender Committee Concerning You, WRL, or Wynn Macau's bid and evaluation for the Cotai Land Concession; and/or

1 D. All Communications between You, WRL, or Wynn Macau on the one hand,
2 and Mr. Mark Schorr, Ms. Linda Chen, Mr. Zhang Luchuan, Ms. Connie Li,
3 He Japo, He Gangyong, or Chan Mei Seung on the other, Concerning the
4 Cotai Land Concession and related transactions.

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

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

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

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

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

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

18 In a Wall Street Journal Article dated July 1, 2012 entitled "In Wynn's Macau Deal, a
19 Web of Political Ties," it states that "Mr. Wynn said he also got Macau to agree to give him a
20 contiguous plot of land instead of the plot initially under discussion which was divided by a
21 road. Mr. Wynn said he had earlier been troubled by this layout: 'How are we gonna do
22 something sexy with a street going through the middle.'" Produce all Documents Concerning
23 Your, Wynn Macau's and/or WRL's attempt to obtain a contiguous plot of land instead of the
24 plot initially under discussion which was divided by "a street going through the middle."

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

26 In an article published by Innovate Gaming entitled "Wynn set to start construction on
27 \$3.5bn Cotai resort" dated February 8, 2013, You were quoted as stating the following: "We're
28 the first (light-rail) stop on Cotai between the ferry terminal and the airport," and "The stop is

1 right at the middle of the lake we're building that's roughly the size of Bellagio . . . We're
2 meeting in many, many ways the challenge of our neighbours and hoping to get the folks in the
3 other hotels to experience our own." Produce all Documents Concerning Your, Wynn Macau's
4 or WRL's efforts to obtain a light-rail stop in front of the Cotai property

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

6 All applications, draft applications, and other requests filed by Cotai Land Development,
7 Wynn Cotai Holding Co., Cotai Partner, Ltd., Palo Real Estate Company Limited, Tien Chiao,
8 and/or Chinese Limitada with the Macau Government, including but not limited to:

- 9 A. Any applications or draft application for gaming licenses, renewals, or filings
10 with the Public Water Works;
- 11 B. Any applications, draft applications, or requests to the Macau Government
12 for consent for an interest in the casino/land concessionaire to be given to a
13 third party; and/or
- 14 C. Any and all economic and feasibility studies (to include drafts) prepared for
15 and/or presented to the Macau Government.

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

17 All Documents Concerning any meetings or potential meetings between Mr. Fernando
18 Chui Sai On, Edmund Ho, or Lau Si Lo (Macau Secretary for Transport and Public Works) on
19 the one hand and You on the other.

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

21 All Documents Concerning any payments of land premium deposits, or other requested
22 or required transfer of funds, to the Macau Government or Macau Government Officials made
23 by Wynn Macau, Cotai Land Development, Wynn Cotai Holding Co., Cotai Partner, Ltd., Palo
24 Real Estate Company Limited, Tien Chiao Entertainment & Investment Co., Ltd. ("Tien
25 Chiao"), and/or Chinese Limitada, including but not limited to the \$22.5 million deposit with
26 the Macau Government that was later reimbursed to You.

REQUEST FOR PRODUCTION NO. 30:

All Documents Concerning Tien Chiao, including but not limited to all Documents Concerning:

- A. 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;
- B. All Communications with Tien Chiao or Palo Real Estate Company Limited or their owners, principals, agents, or Affiliates;
- C. Business Plans or activities in Macau Concerning Tien Chiao or Palo Real Estate Company Limited;
- D. Tien Chiao's rights to land or business interests in or around the Cotai Land Concession area; and/or
- E. Any Joint Ventures, Agreements, or term sheets with Tien Chiao.

REQUEST FOR PRODUCTION NO. 31:

All Documents from April 21, 2000 to present Concerning Chu Sai Cheong, Jose Vai Chi "Cliff" Cheong, John Crawford, Li Tai Foon, Edmund Ho, Ho Ho, Lawrence Ho, Stanley Ho, Lau Si Lo, Ao Man Long, Wilson Kwan, Darryl "Dax" Turok, "Peter" Lam Kam Seng, and Chi Seng Wong, and each Person'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.

REQUEST FOR PRODUCTION NO. 32:

All Documents Concerning the Cotai Land Development Co., Ltd., Companhia de Entretenimento e Investimento Chinese Limitada, Palo Real Estate Development Co. Ltd., Wynn Cotai Holding Co., Ltd., and Cotai Partner, Ltd., and each entity's predecessors, successors, parents, subsidiaries, divisions or Affiliates, and their respective current and former owners, shareholders, members, officers, directors, agents, attorneys, accountants, employees, partners, or other Persons occupying similar positions or performing similar functions, and all other Persons acting or purporting to act on each entity's behalf or under each entity's control.

REQUEST FOR PRODUCTION NO. 33:

All Documents Concerning New City Logistics and Warehousing Company, Ltd., including but not limited to all Documents Concerning Communications between You or Wynn Macau on one hand, and New City Logistics and Warehousing Company, Ltd. on the other.

REQUEST FOR PRODUCTION NO. 34:

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;
- C. Any Persons advising on the University of Macau Donation, including but not limited to any law firms/attorneys, third party consultants, investment bankers, and lobbyists;
- D. Any Due Diligence of the University of Macau Donation or of any Persons related to the University of Macau and UMDF;
- E. All Communications between You, WRL, or Wynn Macau on the one hand, and the University of Macau, UMDF, or any representative or Affiliate of each on the other;
- F. Any plans or purported plans for the funds provided for in the University of Macau Donation, including but not limited to any plans for an academy, an endowment fund, a new business program on Henquin Island, and/or a database to be open to the public;
- G. The records required to be retained by any of WRL’s or Wynn Macau’s Policies;
- H. The transfer of funds by You, WRL, or Wynn Macau to the University of Macau, UMDF, or any representative or Affiliate of each;

- 1 I. All notes, reports, Communications, or other materials by, with, or otherwise
2 involving members of the WRL Board;
- 3 J. All legal opinions and FCPA Analyses Concerning the donation, including
4 but not limited to advice provided by Gibson Dunn and Crutcher LLP;
- 5 K. All Communications between You, WRL, or Wynn Macau on the one hand,
6 and Mr. Marc Schorr, Ms. Linda Chen, Mr. Chu Sai On, Mr. Jeffrey Lam,
7 Mr. "Peter" Lam Kam Seng, Mr. Iao Man Leng, Mr. Zhang Luchuan, Mr.
8 Lam Wai, Mr. Ho Ping, "Dore," Charles Heung, Mr. Ho Ho, or any
9 representative of each on the other, Concerning the University of Macau
10 Donation; and/or
- 11 L. All Documents Concerning Mr. Okada's May 2011 objection and vote
12 against the University of Macau Donation, including but not limited to
13 Documents Concerning Communications involving WRL Board members,
14 Wynn Macau Board members, minutes of meetings of the WRL Board,
15 minutes of meetings of the Wynn Macau Board or any Assessments,
16 Investigations, and Analyses conducted by or on behalf of WRL, Wynn
17 Macau or either of their Boards.

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

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

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

24 All Documents Concerning Communications between You or Wynn Macau on the one
25 hand, and the "Macau University of Science and Technology," "The International School," or
26 the "Southern University of Science and Technology," or anyone acting on their behalf on the
27 other.

REQUEST FOR PRODUCTION NO. 37:

All Documents Concerning the Macau Light Rapid Transit (also known as Macau LRT or Metro Ligeiro de Macau) including but not limited to all Documents Concerning:

- A. The decision to designate a platform stop in front of Wynn Palace; and/or
- B. Communications with Macau Government Officials Concerning the same.

REQUEST FOR PRODUCTION NO. 38:

All Documents Concerning any plans, purported plans, or references to a “Taiwan Guest House” to be developed in or around the Cotai Land Concession.

REQUEST FOR PRODUCTION NO. 39:

All Documents Concerning the transfer of funds by You, WRL, or Wynn Macau to Tien Chiao, Chinese Limitada, to include: Mr. Ho Ho, Mr. Cliff Cheong, and/or any representative of each.

REQUEST FOR PRODUCTION NO. 40:

All Documents Concerning the formation of the LLC and the addition of new members to the LLC, including but not limited to all Documents Concerning:

- A. Each investment bank or other advisor or consultant involved in the formation of the LLC or in adding members to the LLC (such as Kotite & Kotite and Churchill Capital LLC);
- B. The admission or potential admission of Steve Marnell or John Moran as members of the LLC;
- C. The selection of Baron as a new member of the LLC, including but not limited to the selection process and other Persons considered for membership;
- D. The financial contributions of Baron to WRL or the LLC; and/or
- E. Any Investigations or Analyses Concerning the Suitability or licenseability of any new member or potential new member of the LLC.

REQUEST FOR PRODUCTION NO. 41:

All Documents Concerning personal meetings between Mr. Okada and You in which You planned to or did discuss a potential business relationship or agreement, including but not limited to any meetings occurring between October 23 and November 30, 2000.

REQUEST FOR PRODUCTION NO. 42:

All Documents Concerning non-privileged Communications between or among You, WRL, and/or or any other Counterdefendant's attorneys about or with any Aruze Party (including any representative of any Aruze Party), Concerning a business relationship or potential business relationship between an Aruze Party on one hand, and You, WRL or any other Counterdefendant on the other.

REQUEST FOR PRODUCTION NO. 43:

All Documents Concerning Communications by the Managing Member of the LLC where it advanced expenses to Wynn Macau in the amount of \$327,041 on or about June 17, 2002.

REQUEST FOR PRODUCTION NO. 44:

All Documents Concerning the Articles of Incorporation and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning:

- A. Communications Concerning the negotiation, drafting, and execution of the Articles of Incorporation;
- B. The reasons for or necessity of the changes to the Articles from the original to the Amended and Restated and Second Amended and Restated Articles of Incorporation;
- C. Communications with banks, investors, other third parties, or any of the Aruze Parties Concerning the Amended and Restated and Second Amended and Restated Articles of Incorporation; and/or
- D. Any effort to obtain consent to changes to the Amended and Restated Articles of Incorporation.

REQUEST FOR PRODUCTION NO. 45:

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

REQUEST FOR PRODUCTION NO. 46:

All Documents Concerning the Contribution Agreement and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning:

- A. Communications Concerning the negotiation, drafting, and execution of the Contribution Agreement;
- B. The Kenneth R. Wynn Family Trust transaction referred to in the Contribution Agreement as the “KRW Transaction,” including but not limited to whether that transaction occurred, its terms, any determinations as to Suitability or license-ability made in association therewith, and any side agreement Concerning that transaction; and/or
- C. Any effort to obtain consent to changes to the Contribution Agreement.

REQUEST FOR PRODUCTION NO. 47:

All Documents Concerning the Stockholders Agreement and any draft, proposed, or actual amendments thereto, including but not limited to all Documents Concerning:

- A. Communications Concerning the negotiation, drafting, and execution of the Stockholders Agreement;
- B. The non-compete clause set forth in Paragraph 6 of the Stockholders Agreement;
- C. Communications Concerning the drafting of the non-compete clause set forth in Paragraph 6 of the Stockholders Agreement;
- D. Any effort to obtain consent to changes to the Stockholders Agreement;
- E. The exercise of the power of attorney granted in Part 2(c) of the Stockholders Agreement, including but not limited to Documents Concerning the incorporation, IPO, or other structuring or organization of WRL; and/or

- 1 F. The options and any other rights granted to Marc Schorr or Kenneth Wynn or
2 related entities under Part 3(b) of the Stockholders Agreement, including but
3 not limited to the exercise or potential exercise of those rights or options and
4 any Investigation, research, or discussion of the Suitability, license-ability,
5 gaming problem, or any related concerns Concerning Marc Schorr or
6 Kenneth Wynn.

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

8 All Documents Concerning any request by Mr. Okada or Aruze USA for a release from
9 any of the terms or requirements of the Stockholders Agreement, including but not limited to all
10 Documents Concerning:

- 11 A. Your refusal of Mr. Okada's request for a release from the Stockholders
12 Agreement in exchange for a pledge of shares, as referenced by Kimmarie
13 Sinatra in the email produced at WYNN00004913 (Confidential);
14 B. Your offer to "assist in identifying a buyer for the aruze[sic] shares that
15 would be willing to enter into the stockholders agreement[sic]," as referenced
16 by Kimmarie Sinatra in the email produced at WYNN00004913
17 (Confidential);
18 C. Kimmarie Sinatra's statement that WRL would "agree to purchase" Aruze
19 USA's WRL shares "if necessary," as referenced in the email produced at
20 WYNN00004911 (Confidential); and/or
21 D. Any proposal by WRL or its representatives that Aruze USA would be
22 allowed to sell or pledge its WRL shares, but with a right of first refusal to
23 You to purchase the shares.

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

25 All Documents Concerning the Operating Agreement and any draft, proposed, or actual
26 amendments thereto, including but not limited to all Documents Concerning:

- 27 A. Communications Concerning the negotiation, drafting, and execution of the
28 Operating Agreement;

- 1 B. The reasons for or necessity of the Second Amendment to the Operating
2 Agreement and the Third Amendment to the Operating Agreement;
3 C. Communications with banks, investors, other third parties, or any of the
4 Aruze Parties Concerning the Second Operating Agreement and Third
5 Operating Agreement;
6 D. The creation and use of the power of attorney contained in the Third
7 Operating Agreement as it applies to and was carried over into the
8 Contribution Agreement;
9 E. Any notice provided by You to the other members before or after the exercise
10 of the power of attorney contained in the Third Amended Operating
11 Agreement;
12 F. All actions taken by You as attorney-in-fact under ¶ 14 of the Third
13 Amended Operating Agreement;
14 G. All actions taken by You pursuant to ¶ 12 of the Third Amended Operating
15 Agreement;
16 H. Financing under ¶ 12(e)-(g) and any other financing efforts for the Macau
17 project; and/or
18 I. Documents Concerning ¶ 14 and powers thereunder.

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

20 All Documents Concerning the Term Sheet and any draft, proposed, or actual
21 amendments thereto, including but not limited to Documents Concerning Communications
22 Concerning the negotiation, drafting, and execution of the Term Sheet.

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

24 All Documents Concerning the Assignment of Interest and any draft, proposed, or actual
25 amendments thereto, including but not limited to Documents Concerning Communications
26 Concerning the negotiation, drafting, and execution of the Assignment of Interest.

REQUEST FOR PRODUCTION NO. 52:

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. 53:

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

REQUEST FOR PRODUCTION NO. 54:

All Documents Concerning any meeting among You, Marc Rubinstein, and Mr. Okada in Tokyo between May 1, 2001 and April 11, 2002 in which Redemption was discussed.

REQUEST FOR PRODUCTION NO. 55:

All Documents Concerning Communications between You or WRL on one hand, and Yuki Murai or Yoichiro Namba on the other.

REQUEST FOR PRODUCTION NO. 56:

All Documents Concerning the acquisition by the LLC of the Desert Inn land, including but not limited to Documents Concerning the financing of the acquisition.

REQUEST FOR PRODUCTION NO. 57:

All Documents Concerning the possibility of Aruze USA pledging some of its shares in WRL to obtain a loan in 2011, including but not limited to all Documents Concerning:

- A. WRL possibly making a loan to Aruze USA, including but not limited to any legal Analysis Concerning any such loan;
- B. The reason(s) You requested that Aruze USA consent to a transfer of Elaine Wynn's securities under the Stockholders Agreement in exchange for a loan from WRL;

- 1 C. The draft side letter prepared to Kimmarie Sinatra Concerning a possible loan
2 from WRL to Aruze USA, as alleged in Paragraph 92 of the Fourth Amended
3 Counterclaim;
- 4 D. Deutsche Bank's participation in any possible loan to Aruze in 2011;
- 5 E. The meeting held on May 16, 2011 involving You, Kimmarie Sinatra, Matt
6 Maddox, Tanaka, and Okada Concerning, amount other things, Aruze USA
7 possibly either pledging some of its shares in WRL or obtaining a loan;
- 8 F. WRL's Compliance Committee's review and decision on any possible loan
9 to Aruze USA;
- 10 G. The "concern" expressed by Kimmarie Sinatra on June 9, 2011 that a
11 contemplated loan from WRL could be unlawful in any way;
- 12 H. All Communications involving any member of WRL's management or the
13 WRL Board Concerning Mr. Okada's request that Aruze USA be allowed to
14 pledge some of its WRL stock;
- 15 I. All Communications Concerning how the Investigation into the activities of
16 any of the Aruze Parties in the Philippines impacted Mr. Okada's request or a
17 potential loan from WRL to Aruze USA;
- 18 J. All Communications involving Kimmarie Sinatra, including but not limited
19 to the telephone conferences that took place on July 15, 2011 and September
20 23, 2011; and/or
- 21 K. All Documents Concerning the statement by Mr. Okada's counsel in his July
22 13, 2011 email (produced at WYNN00008828, Confidential) that Mr.
23 Okada's waiver and consent was "based on the mutual understanding
24 between Mr. Okada and Mr. Wynn that Mr. Wynn would pursue avenues for
25 Mr. Okada to obtain financing."

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

27 All Documents Concerning Kimmarie Sinatra's training and responsibilities Concerning
28 Section 402 of the Sarbanes-Oxley Act, including but not limited to all Documents Concerning

1 Kimmarie Sinatra's Communications with any Person or entity regarding Section 402 of the
2 Sarbanes-Oxley Act.

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

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

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

9 All Documents Concerning or reflecting Your involvement in or control over the WRL
10 Compliance Committee.

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

12 All Documents Concerning Communications exchanged between Kimmarie Sinatra and
13 any Person not acting at that time on behalf of WRL, Concerning:

- 14 A. The purported Redemption of Aruze USA's shares;
15 B. The loan referred to in Paragraph 88 of the Fourth Amended Counterclaim;
16 and/or
17 C. The loan WRL attempted to procure for Aruze USA.

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

19 All Documents Concerning any offer by WRL or You to purchase some or all of Aruze
20 USA's stock in 2011 or 2012.

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

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

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

26 All Documents Concerning Elaine Wynn transferring some of all of her shares of WRL
27 to a new owner in 2011, including but not limited to Documents Concerning Aruze USA's
28 consent to any such transfer.

REQUEST FOR PRODUCTION NO. 65:

All Documents Concerning WRL's retention of the Arkin Group and the Arkin Group's Investigation referred to in Paragraphs 30-33 of the Second Amended Complaint, including but not limited to:

- A. All Documents Concerning the decision to retain the Arkin Group;
- B. All Documents Concerning the terms of the retention of the Arkin Group, including the terms of its compensation;
- C. All Documents Concerning Communications between You or WRL on the one hand, and the Arkin Group on the other, including but not limited to all Documents provided by You or WRL to the Arkin Group;
- D. Documents sufficient to show the identities of all individuals that interacted with the Arkin Group, including but not limited to any individual interviewed by the Arkin Group;
- E. All Documents used at or created as a result of interviews conducted by the Arkin Group;
- F. All Documents Concerning Communications with any of the Aruze Parties Concerning the Investigation;
- G. All Documents collected, reviewed or prepared by the Arkin Group during this retention, including copies of all draft and final versions of any "written reports" referred to in Paragraph 30 of the Second Amended Complaint;
- H. All Documents Concerning Communications relating to the Arkin Group Investigation and/or its findings, including Your Communications with any Person or entity about the topic; and/or
- I. All Documents Concerning any assessment by Person or entity, including the WRL Board, of the accuracy of any report drafted by Arkin.

REQUEST FOR PRODUCTION NO. 66:

All Documents Concerning the WRL Compliance Committee's retention of Archfield and Archfield's Investigation referred to in Paragraph 36 of the Second Amended Complaint, including but not limited to:

- A. All Documents Concerning the decision to retain Archfield;
- B. All Documents Concerning the terms of the retention of the Archfield, including the terms of its compensation;
- C. All Documents Concerning Communications between You or WRL on the one hand, and Archfield on the other, including but not limited to all Documents provided by You or WRL to Archfield;
- D. Documents sufficient to show the identities of all individuals that interacted with Archfield, including but not limited to any individual interviewed by Archfield;
- E. All Documents used at or created as a result of, interviews conducted by the Archfield;
- F. All Documents Concerning Communications with any of the Aruze Parties Concerning the Investigation;
- G. All Documents collected, reviewed or prepared by Archfield during this retention;
- H. All Documents Concerning the "results of Archfield's investigation" referred to in Paragraph 37 of the Second Amended Complaint;
- I. All Documents Concerning the assertion attributed to Archfield in Paragraph 39 of the Second Amended Complaint that "former Chairman Genuino and former President Arroyo were 'strongly rumored to have profited from their relationship with Okada;'"
- J. All Documents Concerning Communications relating to the Archfield Investigation and/or its findings, including but not limited to Your Communications with any Person or entity about the topic;

1 K. All Documents Concerning any assessment by any Person or entity,
2 including the WRL Board, of the accuracy of the Archfield reports;

3 L. All Documents Concerning the interim report delivered on August 20, 2011;
4 and/or

5 M. All Documents Concerning WRL's private equity investment in the
6 Philippines, including but not limited to any Analysis performed by Archfield
7 regarding the investment.

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

9 All Documents Concerning any Investigation of any of the Aruze Parties or their
10 businesses in the Philippines and Korea conducted by Freeh Sporkin, including but not limited
11 to all Documents Concerning:

12 A. The retention of Freeh Sporkin, including the terms of its compensation;

13 B. All information gathered, and Analyses conducted, by Freeh Sporkin or any
14 consultants retained by Freeh Sporkin or You, WRL or any of the
15 Counterdefendants, including (i) all Documents included in the appendix to –
16 and referenced in – the Freeh Report, (ii) all Documents provided by WRL
17 and/or any of the Counterdefendants to Freeh Sporkin for any Investigation,
18 and (iii) all Documents provided by Freeh Sporkin or any consultants to You,
19 WRL, and/or any Counterdefendants;

20 C. All Persons interviewed by Freeh Sporkin, including all Documents used at,
21 or created as a result of, such interviews;

22 D. The interview of Mr. Okada conducted by Louis J. Freeh in Tokyo on
23 February 15, 2012, including all Documents used at, or created as a result of,
24 such interviews;

25 E. All Communications between You and any other Person or entity Concerning
26 the Freeh Sporkin Investigation;

27 F. The Freeh Report;
28

1 G. All Communications with Defendants Concerning the Freeh Sporkin
2 Investigation, including opportunities for any of the Aruze Parties to respond
3 to the Freeh Report;

4 H. All diaries or other billing records Concerning the Freeh Sporkin
5 Investigation, including how much Freeh or Freeh Sporkin were paid and
6 how many hours they worked;

7 I. All Documents Concerning Communications with Freeh or Freeh Sporkin
8 Concerning the Investigations by Arkin Group and/or Archfield;

9 J. Any assessment by any Person or Entity, including You or the WRL Board,
10 of the accuracy of the Freeh Report; and/or

11 K. Any Communications by You, WRL, or any Counterdefendant with any
12 Person outside WRL Concerning the Freeh Report, including but not limited
13 to the Wall Street Journal.

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

15 All Documents Concerning Communications between You or any of your
16 representatives on one hand, and Louis Freeh or any of his representatives on the other, between
17 July 1, 2010 and the present.

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

19 All Documents that You contend support findings by WRL, Louis Freeh, Freeh Sporkin,
20 Arkin Group, or Archfield relating to any of the Aruze Parties' Business Plans and activities in
21 the Philippines.

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

23 All Documents Concerning the resolutions adopted by the WRL Board on February 18,
24 2012, as alleged in Paragraph 87 of the Second Amended Complaint, including but not limited
25 to all Documents Concerning:

26 A. The WRL Board's determination that Aruze USA and Universal were likely
27 to jeopardize WRL's and its affiliated companies' gaming licenses;
28

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

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

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

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

12 All Documents Concerning all meetings or conference calls held involving You or
13 Kimmarie Sinatra and any of the Aruze Parties (or their representatives) where Investigations by
14 WRL into any of the Aruze Parties were discussed, including but not limited to all Documents
15 Concerning:

- 16 A. A meeting held on or about September 30, 2011 between Kimmarie Sinatra,
17 Kevin Tourek and lawyers representing Aruze USA;
18 B. A telephone conference held on or about October 3, 2011 between Kimmarie
19 Sinatra and lawyers representing Aruze USA; and/or
20 C. A meeting held on or about October 4, 2011 among You, Kimmarie Sinatra,
21 Mr. Okada, and Mr. Okada's counsel,

22 including but not limited to notes or outlines prepared before the meetings/conference calls,
23 summaries prepared afterwards, or Communications Concerning the meetings/conference calls.

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

25 All Documents Concerning the demand for Documents made by Mr. Okada through his
26 counsel on or about October 24, 2011 (communicated in a letter from Gidon M. Caine to Robert
27 L. Shapiro, produced at WYNN001420-1421, Confidential), including but not limited to all
28 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. 74:**

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. 75:**

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. 76:**

19 All Documents Concerning instances where the WRL Board:

- 20 A. Considered or made a determination whether a Person was Unsuitable under
21 the Articles of Incorporation, other than the WRL Board's determination
22 Concerning Mr. Okada on February 18, 2012; and/or
- 23 B. Considered whether to redeem, or made a determination to redeem the shares
24 of any shareholder pursuant to the Articles of Incorporation, other than the
25 WRL Board's purported Redemption of Aruze USA's shares on February 18,
26 2012,

27 including but not limited to Documents reflecting WRL's Policies for such actions.
28

1 **REQUEST FOR PRODUCTION NO. 77:**

2 All Documents Concerning any Investigation conducted by WRL's Compliance
3 Committee into any Person, including You but not including Mr. Okada, pursuant to the
4 requirement (referred to in Paragraph 14 of the Second Amended Complaint) that it "investigate
5 senior officers, directors, and key employees to protect WRL from becoming associated from
6 [sic] any unsuitable persons," including but not limited to Documents sufficient to identify all
7 subjects of such Investigations.

8 **REQUEST FOR PRODUCTION NO. 78:**

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

13 **REQUEST FOR PRODUCTION NO. 79:**

14 All Documents Concerning the removal of Mr. Okada as Vice Chairman of WRL and as
15 a director of both WRL and Wynn Macau and/or the elimination of the position of Vice
16 Chairman of the WRL Board.

17 **REQUEST FOR PRODUCTION NO. 80:**

18 All Documents Concerning the name change and closure of the Okada restaurants in
19 Wynn Las Vegas and Wynn Macau, including but not limited to all Communications to and
20 from Wynn Las Vegas, WRL and You Concerning the name change and closure.

21 **REQUEST FOR PRODUCTION NO. 81:**

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

25 **REQUEST FOR PRODUCTION NO. 82:**

26 All Documents Concerning any Investigation of WRL or its employees, officers,
27 shareholders, or directors (including but not limited to You and any of the Aruze Parties) by any
28 local, state, federal, or foreign law enforcement agency, regulatory agency, or Gaming

1 Authority, including but not limited to all Documents Concerning any Investigation by the
2 Commission, the NGCB, the U.S. Securities and Exchange Commission, the United States
3 Department of Justice (“DOJ”), Philippine Securities and Exchange Commission (“Philippine
4 SEC”), the Philippine Department of Justice, or the Macau Gaming Commission Concerning:

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

15 **REQUEST FOR PRODUCTION NO. 83:**

16 All Documents Concerning submissions to the Nominating and Corporate Governance
17 Committee of WRL Concerning the nomination of individuals to serve as directors of WRL, as
18 required by Paragraph 2(a) of the Stockholders Agreement, including but not limited to all
19 Documents Concerning:

- 20 A. Your refusal or acceptance to endorse individuals nominated to serve as
21 directors of WRL;
- 22 B. Communications between You and Kimmarie Sinatra or any other Person
23 about Your endorsements or refusal to endorse individuals nominated by
24 Aruze USA as required by Paragraph 2(a) of the Stockholders Agreement;
25 and/or
- 26 C. The language in the Amended and Restated Stockholders Agreement altering
27 the Stockholders Agreement Concerning Aruze USA’s right to nominate
28 directors as long as a majority of nominees were endorsed by You.

REQUEST FOR PRODUCTION NO. 84:

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;
- H. WRL's "anti-bribery rules and regulations," referenced in Paragraph 34 of the Second Amended Complaint;
- I. WRL's, Wynn Resorts (Macau) S.A.'s, or their Affiliates and predecessors' Anti-Corruption Policy from January 1, 2000 to present.
- J. Determinations of "unsuitability" under the Articles of Incorporation;
- K. The confidentiality and privacy of guest information, including guest information in Macau;
- L. Data privacy laws in Macau;
- M. Amendments to the Articles of Incorporation;
- N. The Development of Casino Resorts at new casino gaming sites, including but not limited to the Investigation or audit of proposed new sites;
- O. All notices sent to members of the WRL Board regarding training;
- P. Restrictions on shares of WRL owned by officers and directors of WRL, including any prohibition on pledging such shares; and/or
- Q. Any other Policies relevant to WRL's allegations against any of the Aruze Parties.

1 **REQUEST FOR PRODUCTION NO. 85:**

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

5 **REQUEST FOR PRODUCTION NO. 86:**

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

8 **REQUEST FOR PRODUCTION NO. 87:**

9 All agendas, presentations, reports, notes, and minutes Concerning each meeting of any
10 Committee of the WRL Board, including without limitation the Audit Committee, the
11 Compensation Committee, the Compliance Committee, and the Nominating and Corporate
12 Governance Committee, from 2002 to the present.

13 **REQUEST FOR PRODUCTION NO. 88:**

14 All agendas, presentations, reports, notes, and minutes Concerning executive sessions
15 held by members of the WRL Board, including but not limited to a session held on or about July
16 28, 2011.

17 **REQUEST FOR PRODUCTION NO. 89:**

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

22 **REQUEST FOR PRODUCTION NO. 90:**

23 All Documents Concerning requests by Mr. Okada for Japanese translation services for
24 materials provided to WRL Board members, WRL Board meetings, and WRL Board telephone
25 conferences, including but not limited to Mr. Okada's request to have FCPA training materials
26 provided to him in Japanese.

REQUEST FOR PRODUCTION NO. 91:

All Documents Concerning the use of translators by You or WRL in Your or its dealings with any of the Aruze Parties, including but not limited to all Documents Concerning Communications between WRL or You on one hand and any such translator on the other.

REQUEST FOR PRODUCTION NO. 92:

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. 93:

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. 94:

All Documents Concerning any gaming licenses that You, WRL (including but not limited to Wynn Macau), or any members of the WRL Board have considered pursuing whether or not the gaming license was actually pursued or granted, since WRL’s inception in 2002.

REQUEST FOR PRODUCTION NO. 95:

All Documents Concerning WRL’s 2012 annual meeting of the stockholders or any stockholder meeting held for the purpose of electing Class I directors.

REQUEST FOR PRODUCTION NO. 96:

All Documents Concerning any “stock splits, stock dividends or reverse stock splits or other similar transactions” involving WRL stock as described in the amendment of the Stockholders Agreement dated April 16, 2010 (produced at SAW000045-48).

REQUEST FOR PRODUCTION NO. 97:

All Documents Concerning Your, 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. 98:

All Documents Concerning any instance where You or WRL were accused by former business partners of prematurely or improperly terminating a business relationship Concerning the Development of Casino Resorts, excluding the present matter, including but not limited to all Documents Concerning:

- A. The dispute between Victor Draï and You Concerning Your termination of a management contract with Draï Concerning clubs operated by You; and/or
- B. Any ongoing, closed, pending, or threatened litigation against You or WRL Concerning the termination of business relationships Concerning the Development of Casino Resorts.

REQUEST FOR PRODUCTION NO. 99:

All Documents sufficient to identify all current partnerships or other business relationships between You or WRL and any other entity for the purposes of the Development of Casino Resorts, excluding Your partnership with any of the Aruze Parties.

REQUEST FOR PRODUCTION NO. 100:

All Documents Concerning WRL's efforts to obtain a gaming license in Massachusetts, including but not limited to all allegations of wrongdoing Concerning these efforts (regardless of the merit of such allegations).

REQUEST FOR PRODUCTION NO. 101:

All Documents Concerning WRL's acquisition of property in Everett, Massachusetts, including but not limited to all Documents Concerning:

- A. Any Communications with or Concerning Charles Lightbody, Gary DeCicco, or any Person affiliated with either; and/or
- B. Discussions or agreements between WRL or You and Mayor Carlo DeMaria.

REQUEST FOR PRODUCTION NO. 102:

All Documents Concerning Communications between WRL or You 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. 103:

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. 104:

All Documents Concerning Communications between WRL and stock analysts or WRL investors from 2002 to present and Concerning any subject relevant to this matter, including but

1 not limited to all Documents Concerning transcripts or summaries of all investor calls held by
2 WRL from 2002 to present.

3 **REQUEST FOR PRODUCTION NO. 105:**

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

- 6 A. Valuations included or referenced in filings with the United States Securities
7 and Exchange Commission, court filings, or the letter from Robert L. Shapiro
8 to Aruze USA's counsel dated December 15, 2011; and/or
9 B. The statement, on page 5 of WRL's Memorandum of Points and Authorities
10 in support its Opposition to Mr. Okada's Petition for a Writ of Mandamus,
11 that the value of Aruze USA Inc.'s shares of WRL was approximately \$2.9
12 billion.

13 **REQUEST FOR PRODUCTION NO. 106:**

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

- 16 A. The impact on the value of the stock of restrictions on Aruze USA's ability to
17 transfer the stock (also referred to as a "marketability discount");
18 B. The impact on the value of the stock of the fact that Aruze USA's holdings
19 did not represent a controlling interest in WRL (also referred to as a
20 "minority discount");
21 C. The impact on the value of the stock of the size of Aruze USA's block of
22 shares; and/or
23 D. The impact on the value of the stock of information Concerning WRL's
24 business prospects not yet known to the market as of the Redemption date.

25 **REQUEST FOR PRODUCTION NO. 107:**

26 All Documents Concerning the Valuation of Aruze USA's shares in WRL conducted by
27 Moelis in February 2012, including but not limited to:

- 28 A. All Documents Concerning the decision to retain Moelis;

- 1 B. All Documents Concerning the terms of the retention of Moelis, including
2 the terms of its compensation;
- 3 C. All Documents Concerning Communications between You or WRL on the
4 one hand and Moelis or any of its employees on the other;
- 5 D. All Documents You provided to Moelis during this retention;
- 6 E. All drafts of Moelis's report regarding the Valuation conducted by Moelis
7 and all edits or comments regarding such drafts; and/or
- 8 F. All Documents Concerning Communications with any Person, whether inside
9 or outside of WRL, Concerning Moelis's Valuation.

10 **REQUEST FOR PRODUCTION NO. 108:**

11 All Documents Concerning the personal and/or business relationship between You and
12 Kenneth Moelis, including but not limited to all Documents Concerning Kenneth Moelis' and
13 Moelis's work for You or WRL prior to February 2012.

14 **REQUEST FOR PRODUCTION NO. 109:**

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

- 17 A. All Documents Concerning the decision to retain the Duff & Phelps;
- 18 B. All Documents Concerning the terms of the retention of Duff & Phelps,
19 including the terms of its compensation;
- 20 C. All Documents Concerning Communications between You or WRL on the
21 one hand and Duff & Phelps or any of its employees on the other;
- 22 D. All Documents You provided to Duff & Phelps during this retention;
- 23 E. All drafts of the report prepared by Duff & Phelps and all edits or comments
24 regarding such drafts; and/or
- 25 F. All Documents Concerning Communications with any Person, whether inside
26 or outside of WRL, Concerning Duff & Phelps' work.
- 27
- 28

REQUEST FOR PRODUCTION NO. 110:

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

REQUEST FOR PRODUCTION NO. 111:

All Documents Concerning the value of Your or Elaine Wynn's shares of WRL as of January 1, 2006 or any date thereafter, including but not limited to:

- A. Documents prepared for purposes of Your divorce or separation from Elaine Wynn;
- B. Documents prepared for purposes of any pre-nuptial or other agreement in anticipation of Your marriage to Andrea Hissom;
- C. Documents prepared for purposes of any tax filing;
- D. Documents prepared for purposes of any application for a loan or other form of financing from any other Person or entity;
- E. Documents prepared for purposes of any estate plan or other examination of Your net worth or financial status; and/or
- F. Documents Concerning any waiver, release, offer for sale, or sale of Your or Elaine Wynn's shares of WRL as of January 1, 2006 or any date thereafter.

REQUEST FOR PRODUCTION NO. 112:

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

REQUEST FOR PRODUCTION NO. 113:

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

REQUEST FOR PRODUCTION NO. 114:

All Documents Concerning any of the Waiver and Consent agreements among the parties to the Stockholders Agreement, including but not limited to the agreements dated July 31, 2009, August 13, 2009, November 24, 2010 and December 15, 2010.

REQUEST FOR PRODUCTION NO. 115:

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. 116:

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.

///

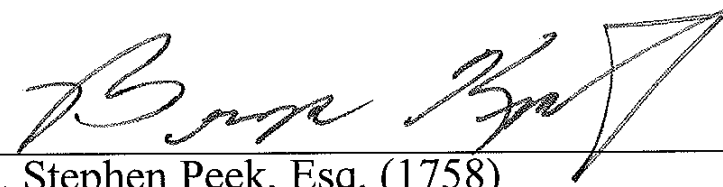
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REQUEST FOR PRODUCTION NO. 117:

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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Robert J. Cassity, Esq. (9779)
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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 STEPHEN A. WYNN** was served by the following method(s):

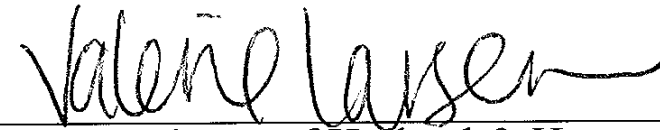
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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****Contact**Adam Miller
Ashley Morley
Ben Klubes
David Krakoff
Jay Williams
Joe Reilly
Laurie Randell
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dkrakoff@buckleysandler.com
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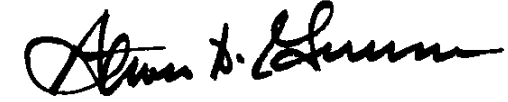
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Pisanelli Bice PLLC**Contact****Email**

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Wachtell Lipton Rosen & Katz**Contact****Email**

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Paul K. Rowe	pkrowe@wlrk.com



CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

WYNN RESORTS LIMITED

Plaintiff

vs.

KAZUO OKADA, et al.

Defendants
.

CASE NO. A-656710

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON MOTIONS

THURSDAY, JUNE 4, 2015

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
DAVID KRAKOFF, ESQ.
WILLIAM R. URGAS, ESQ.
DONALD JUDE CAMPBELL, ESQ.

LAS VEGAS, NEVADA, THURSDAY, JUNE 4, 2015, 8:55 A.M.

(Court was called to order)

THE COURT: Wynn versus Okada.

(Pause in the proceedings)

MR. PEEK: Your Honor, I don't know if you had a particular order, but --

THE COURT: Hold on a second. I have an issue.

All right. I have on chambers calendar on June 19th and July 10th I have a bunch of motions to seal and/or redact. Do any of you oppose each other's motions to seal and/or redact?

MR. PEEK: We do not, Your Honor.

THE COURT: And I'm going to advance all of the motions currently on that date to today and hear them along with the Aruze party's motion to redact, which is on calendar today. And given the lack of opposition to any of them, I will grant them all.

MR. PEEK: Thank you, Your Honor.

THE COURT: Now what order do you want?

MR. PEEK: We'd like to have the motion for sanctions first and the motion for protective order second and the motion to compel third.

THE COURT: So the motion for expedited discovery.

MR. PEEK: And the status conference I guess --
pardon?

THE COURT: Motion for expedited discovery.

I wanted to talk about the translation IT protocol first.

MR. PEEK: Well, that's part of our status -- Ms. Spinelli and I have --

THE COURT: It's okay. I'll do it last.

MR. PEEK: We can do that first, if you'd like, Your Honor. Or last.

THE COURT: It has to do with some of the other issues --

MR. PEEK: We can do that first, Your Honor.

THE COURT: -- which is why I wanted to ask about it.

MR. PEEK: I think it'll be quick.

MS. SPINELLI: I think so, too. Yeah. Sure.

THE COURT: How are we doing on our translation IT protocol?

MS. SPINELLI: Well, actually, there's -- we got comments back from all of the parties just relatively recently, and the issues are very minor, Your Honor. And, quite frankly, I don't even know if they need to get into the protocol. I don't know if -- I think they are very minor. I think it'll take a conversation to work them out. And if they're not going to be worked out, I think that if we present the protocol to you as is, you would have zero problems with

it, quite frankly. So I think we're prepared to submit it after a couple of days.

THE COURT: Does that sound good to you, Mr. Peek?

MR. PEEK: It does, yeah.

THE COURT: Okay.

MR. PEEK: We have submitted comments to Ms. Spinelli, and I know she's been in trial, so I'm sure it's been a challenge to get back to us. But I think we can get it worked out.

MS. SPINELLI: It was just a week ago, so --

THE COURT: All right. So I'll --

Yes, Mr. Urga.

MR. URG: Your Honor, my only comment was it was over a month before we got those comments back from the Okada parties, and they didn't give you any suggestions of the minor issues that need to be corrected. All I'm saying, it's easy to find issues. Let's also try to get up a solution.

THE COURT: You would like solutions?

MR. URG: Yes.

THE COURT: Okay. Solutions are good. I'm in a problem-solving --

MR. PEEK: We could certainly schedule a conference call with Mr. Urga and Ms. Spinelli if Mr. Urga would like for what he thinks are the need for solutions. I haven't seen any comments from Mr. Urga's side recently.

MS. SPINELLI: Oh, no. They served, as well. I'm dark on Friday in trial, so I can [inaudible] on Friday, if you'd like.

THE COURT: So would you like to have a conference call together on Friday maybe?

MS. SPINELLI: I think that's a great idea.

THE COURT: That sounds like a lovely idea. Sounds like you're going to reach a solution on your translation IT protocol issues on Friday, and I'll schedule it for a week from Friday to hopefully on my chambers calendar see something from you for me to sign.

MS. SPINELLI: I think that that will be done, Your Honor, quite frankly.

THE COURT: Okay. Great. If it's not, we'll call and nag you. That was the only issue I wanted to discuss before I hit the motions, because to me it's interrelated with some of the motions.

MR. PEEK: Frankly, Your Honor, I don't think we have any other issues. We're progressing as we thought we were. There were certain timelines set out. Some of those are still out there. We expect on both sides to try to meet their timelines that we had proposed to the Court. So we'll do our best to meet those.

THE COURT: That's lovely.

Could we go to the motion for expedited discovery.

That's on your side of the table.

MR. PEEK: Mr. Krakoff is going to be arguing that.

THE COURT: Okay.

MR. KRAKOFF: Good morning, Your Honor.

THE COURT: Good morning.

MR. KRAKOFF: Always good to be back in your courtroom.

Your Honor, we're here on the motion for expedited discovery and for sanctions. We brought this motion, Your Honor, based on apparent discovery violations by Wynn Resorts and its director of security, Jim Stern. And we can see from declarations that were filed with the papers by Mr. Stern and by a senior universal accounting manager, Mr. Fujihara [phonetic], that there's more than credible evidence, Your Honor, that Mr. Stern contacted the highest-ranking accounting manager at Universal, defendant in this case, and directly or indirectly through a conduit sought to obtain information and/or obtain documents in an effort to initiate a government investigation and to gain a tactical advantage in this lawsuit.

Wynn's response, Your Honor, is that, yes, Mr. Stern did meet with the conduit, a disgruntled former Universal employee, repeatedly; yes, Mr. Stern did meet with the highest-ranking accounting manager the Universal numerous times. This is the man, Your Honor, who stole 35, at least,

confidential and proprietary documents from Universal. They acknowledge that Mr. Stern set up several meetings for this senior accounting manager with the Department of Justice and with the FBI, that he paid a substantial amount of money, that is, Wynn Resorts paid a substantial amount of money to transport him, travel expenses, hotel expenses, et cetera, and that he met, Mr. Stern met with the senior accounting official both before his meeting with the Justice Department and after. Essentially he chaperoned him while in San Francisco and in Los Angeles. And at that meeting, the first meeting with the Justice Department he showed -- he brought with him the 35 confidential and proprietary Universal documents, and he showed them to the Department of Justice.

THE COURT: And Mr. Stern was not in the room at the time --

MR. KRAKOFF: No, he was not.

THE COURT: -- they were shown to the Department of Justice.

MR. KRAKOFF: No, he was not in the room. And there's no --

THE COURT: I understand. But that I think is an important issue.

MR. KRAKOFF: And we don't -- it is an important issue. It's an important issue because what we are here for today, Your Honor, is really about what the appropriate

discovery should be and when it should be. Because --

So to go on, Your Honor, what Wynn says is that nothing about these efforts had anything to do with this lawsuit. And it's our view, Your Honor, that when you look at the history of the lawsuit, you look at the context of everything that's happened, that there's a totally different picture. As the Court knows, Wynn brought the lawsuit February 19th, 2012, after it had seized \$3 billion of shares owned by the Aruze USA, which is -- which Mr. Okada is the president of.

And beginning, Your Honor -- in the context of this case in 2009, beginning with Mr. Wynn's divorce, the Aruze parties owned 20 percent of the shares of Wynn Resorts, by far the largest shareholder, a threat to Mr. Wynn's control. So by 2010 it is apparent that Wynn Resorts wanted Mr. Okada out. Mr. Stern, the senior vice president, director of security, it appears that part of his responsibilities, Your Honor, was to help that happen. He worked for nearly two years, from the evidence that we can see, that is before the redemption to -- and before this lawsuit to dig up information that was disparaging and damaging about Mr. Okada. Beginning in 2010 his corporate security department did an investigation of Mr. Okada in the Philippines Project and found that there was no impropriety. In 2011 the company, that is, Wynn Resorts, hired another investigator, and that investigator investigated

Mr. Okada and the Philippines Project, and found no impropriety. And still in 2011, months before the redemption, months before the lawsuit, Mr. Stern was making connections with a group of enemies of Mr. Okada, disgruntled former employees, one of whom was the conduit Mr. Kosaka. And it was then, of course, February of 2012 that the lawsuit was filed, the lawsuit seeking -- that seized the shares, redeemed them, and ousted or sought to oust Mr. Okada on the grounds that he was not suitable -- based upon the Freeh Report he was not suitable to hold a gaming license in Nevada.

Your Honor, the very purpose of this lawsuit is judicial ratification of Universal -- of Wynn Resorts' finding that Okada was unsuitable. Undoubtedly a government investigation, undoubtedly a government investigation would damage the Aruze parties and serve Mr. Wynn's interests here. In March of 2010 -- 2012, only a month after the lawsuit was filed, Mr. Stern was encouraging the Justice Department to initiate an investigation, and months after that Mr. Kosaka, the conduit we know, was encouraging Mr. Fujihara, the highest-ranking accounting official at Universal to steal documents and to work against Mr. Okada, to meet with Mr. Stern.

Your Honor, we can see the strategy at work. Having an investigation by the government certainly helps -- helps them here because it would -- serves to establish that the

finding of unsuitability was appropriate. And we can see the strategy at work here. In every one of the pleadings that they file what we see is a reminder of the government investigation. Mr. Stern and Wynn Resorts don't deny that they wanted to initiate a government investigation, they don't -- they freely acknowledge that Mr. Stern worked to gain as much information as he could to turn over to the government, and there is -- we can see, Your Honor, as well, there's substantial agreement on the facts here between the parties.

What there is disagreement about is whether Mr. Stern promoted and encouraged the theft of documents, whether or not he did that directly or indirectly. There's disagreement on whether he reviewed and obtained those documents, and there's disagreement over who else was involved. And that's what, Your Honor, we suggest the unopposed discovery that we seek will help to determine. Interrogatories to Wynn Resorts or document requests, a 30(b)(6) deposition, and a deposition of Mr. Stern, as well as a letter rogatory to obtain the deposition of Mr. Kosaka, who is in Japan.

The only issue, Your Honor, we submit, before the Court today is when Wynn Resorts will meet its discovery obligations. We've been patient, we've been respectful of counsel's other professional obligations, but now we have a pressing need to determine what the facts are so that we can

determine what sanctions, if any, are appropriate.

In our reply, Your Honor, we set out a reasonable schedule for the interrogatories to be completed within five days, the document production within 30 days, the depositions, 30(b)(6) and Mr. Stern, in the month of August if that works for them or shortly thereafter if that is better for their schedules.

Also we've asked for the Court to issue a letter rogatory that we can take to the State Department to seek the deposition of Mr. Kosaka in Japan. That's what's before the Court, that's what we ask the Court to order. At this time, Your Honor, I'm happy to answer any questions. That's our position.

THE COURT: Thank you.

Mr. Pisanelli. And so I'll start with one question. How tough is it to move the Stern ESI up on the rolling schedule?

MR. PISANELLI: Well, I'll tell you how extraordinary this task is.

THE COURT: I'm sorry, Ms. Spinelli. I have to ask him.

MR. PISANELLI: Did you hear that sigh?

THE COURT: I did. I watched it, too.

MR. PISANELLI: Yeah. So put it in context. We're going to talk about some discovery in a moment which includes

from our client alone the ESI that we are managing for the company and the board of directors is approaching 1,000 requests for production of documents. We're going to debate what I think is a very modest objection to 80 of them that are so far afield as to, you know, approach the point of absurdity. But the point is we have, unfortunately, an army of people working to get this done. And because they have burdened us with nearly a thousand requests for production of documents, the task we've used in other contexts is herculean to manage them, to allocate them.

THE COURT: You're not sending people to Macau to look at them, are you?

MR. PISANELLI: Oh. Can you imagine how many people are going back and forth? You need to see what her passport looks like for going back and forth to Macau. So, yes, Your Honor, it is. And it would be an extra burden on top of what has already been I'll use the word "taxing" experience and exercise to begin with.

And let me say a few words of why we shouldn't be entertaining this. This motion -- you know, respectfully, I'm not going to be kind here. I think it's a sham motion that is just gilded with this phony righteous indignation that's coming from these defendants, because it's really some two what appears to me really transparent objectives of what we're really doing here. One, of course, is to shift the focus onto

Wynn and away from their clients, the Aruze party's clients who are the subject of many investigations and allegations about criminal conduct and is an attempt to try and even the playing field to say, oh, no, we don't have just one bad actor here, Wynn is bad, too. It sure feels that way with the mud that I've watched being slung back and forth, sometimes in footnotes, sometimes in headings.

And the second, of course, it certainly appears that this is an attempt to get behind the government investigation by trying to put all of their interests to find out what the government knows here inside this civil litigation without ever drawing the connection between the two.

So how do -- you know, what do we know about this motion that really shows that these are the real motivations and not any of this claim of victimhood that we're getting from this defendant? First of all, this motion, if you just look at it even superficially, asks Your Honor to do things that they could have done on their own. In other words, they didn't need this platform to come up here and stand and sling mud at Wynn and say that Mr. Stern and others are involved in this improper skullduggery. What we know is that you want to depose Mr. Stern, notice it up, go ahead, depose him. We've been trying to depose Mr. Okada since last year. We report to you I think every single status check that we're trying to get his depo noticed. We finally had do it on his own.

THE COURT: We're going to talk about that in a minute. We're not quite there.

MR. PISANELLI: But my point is with work with one another on depo dates. You want to depose him, go ahead, notice it up, and if we think you're doing it unreasonable, we'll come back to the Court. You want to depose Mr. Kosaka and get letters rogatory, go ahead. You want to issue requests for production of documents, they've done that, go ahead. There was no need to step up on this soap box, so to speak, and start saying how bad things are when they really don't know a single thing and it's all based upon this conjecture. Even Counsel today opened up his presentation saying, "apparent" discovery violations. Well, I would have thought before you come in asking for preliminary sanctions and later more draconian sanctions that you would have come in here with something more than "apparent," with some actual evidence.

So we also know, Your Honor, why there are some really ulterior motives here is that the motion itself I'm going to say goes -- is more than reckless and how far that they stretch these allegations. We can just stop -- I'm just going to use a couple of examples here. Right on page 5 of the motion we see the attack against Mr. Stern where they're saying he's making -- starting at line 11, that he's "making ex parte contact with this UE employee Mr. Fujihara with the

explicit purpose of obtaining internal confidential proprietary documents." Obtaining. "Stern persuaded Fujihara to breach his agreements by transmitting such documents to him," to Mr. Stern.

We then flip over -- I'm not going to go through all of them, but I think it's important to point this out. Footnote 7 they say that -- this is just an interesting side note -- that after all of this motion practice and this cry of victimhood they actually qualify to make sure they're on both sides of the fence and tell you, but, Your Honor, make sure you understand we're not affirming or denying that these really are our documents. In other words, I don't know what the government has seen and so we're not going to admit that they really were our documents although they did come into court today and without qualification adopted them and told Your Honor that they were stolen confidential documents for their company. So I guess we can scratch out Footnote 7.

But, in any event, we look now to page 11, third bullet point. "Stern was introduced to Fujihara by Kosaka. Stern asked for documents regarding the Philippines Project." Again on page 14, "Wynn's unauthorized conduct of viewing the defendants' documents." Here's where I'm going with this. I'm sure you see it already. The only evidence they have of any of this is this Fujihara declaration. And we go to paragraph 16, where it says, "He," referring to Mr. Stern,

"then asked me whether I knew about financial transactions relating to the Philippines Project." You don't find anywhere in this paragraph 16 or Mr. Fujihara's declaration anything that supports those allegations I just told you. They actually tell Your Honor in an introductory paragraph that Mr. Stern is persuading Fujihara to give him documents, that he has viewed these documents, and it was all unsupported by a single citation, because it's unsupported by evidence. They do in passing give a mea culpa in their reply, saying, oops, okay, he didn't ask for documents about the Philippines, he just asked if he knew about the transaction. Oops? We're in a sanctions hearing and they say oops? And all they have is a declaration that says that Mr. Stern asked about a transaction that they have now converted into allegations, unsupported allegations that Stern obtained and viewed them? Well, I would think before you make reckless allegations like that we don't come in here with that oops moment, sorry, Judge, we were overreaching and stretching our position.

Now, here's I think the point of all of this. Defendants come in here with this inflammatory allegation and brief, but forgot one major thing. They forgot to tell Your Honor about any wrongdoing. They like to tell you, we're suspicious, we think that, you know, maybe apparent discovery violations. But they forgot to tell you that we did anything wrong, because we didn't. I'll tell you this up front, and

I'm not going to change my position. We don't deny that we've cooperated with the Department of Justice, nor do we apologize to the defendants for it. This is not an unusual circumstance for a victim of criminal behavior to cooperate with law enforcement in their investigation. And that's exactly what's been going on here. And the law is quite clear that we've cited in our case that there is nothing inappropriate about cooperating with a government investigation, in particular where a company like Wynn has been victimized by someone like Mr. Okada and his teams.

I find it interesting that out of desperation, because they don't have any real allegations of wrongdoing, they actually refer to the Federal Anti-Gratuity Act and acting as if there was some bribes going on because someone's lunch was purchased or the hotel or airfare was purchased to come meet with the DOJ. And we know that the Federal Courts addressing the Anti-Gratuity Act say that reimbursement of food and lodging, quote, "hardly the stuff of bribery," end quote.

THE COURT: Reasonable food and lodging.

MR. PISANELLI: So what it goes to, if anything, Your Honor, is if, if, and this is what I'm going to get to in a minute, this had anything to do with this case, we can talk about whether it has a bias issue the same way we do with experts and witnesses of the like, but hardly an issue that

goes to sanctions and reckless allegations of bribery.

So we know, also, Your Honor, that there's no prohibition against Mr. Stern's communications with Mr. Fujihara. What's lost in the mix here is that Mr. Kosaka and other UE employees contacted Mr. Stern. This allegation to you that he's out there fishing around and trying to get to these high-ranking officers in the company who they distance themselves from only to confirm whether his documents are theirs or not, trying to suggest to you that, you know, it's Mr. Stern that's around there digging around where it's actually the opposite, they came to him. And Mr. Stern has no knowledge whatsoever of what Mr. Kosaka has said to Mr. Fujihara or the documents requested.

I found it interesting that Your Honor asked the same question I did when I started going through this stuff of what are they alleging that we possess, what are they alleging that we have even viewed, "we" being Mr. Stern. And it's a hollow anti response. The answer clearly is, nothing. Because they don't know anything. But they're saying that, we're suspicious, and so now want to turn this case where we're responding to nearly a thousand requests for production of documents already, put all that on hold because now we want to focus -- I think in a phony manner -- focus on Wynn to give the appearance that Wynn is the bad actor here.

Here's another big problem with this case as it

relates to, you know, wrongdoing. There is no allegations and no evidence anywhere here, Your Honor, that we've even seen this stuff. That's Issue Number 1. Mr. Stern is very clear that he never asked Mr. Kosaka or Fujihara for the documents related to the Philippines Project, and he's never seen any of them. And nobody's said he has. And so that's the only evidence before you. They can depose Mr. Stern. Fine. And ask him and see what you can come up with. But most importantly is that they've never tied that criminal investigation of the DOJ and Wynn's cooperation with the DOJ to the extent it could or the DOJ wanted our cooperation, they've never tied it to this litigation. They've never shown you that Mr. Stern's part of our litigation team. You I'm sure don't even know who he is. He's been at one hearing here.

THE COURT: I know Ms. Sinatra. That's it.

MR. PISANELLI: That's it; right? Here's an interesting thing about Mr. Stern. You know who this litigation team is. You see us every time we're here. I can tell you for whatever it's worth to you, Your Honor, I think I've met him once in this hallway when we were here when the DOJ wanted a stay. Certainly not a part of our litigation team. He doesn't attend our litigation meetings, he doesn't have access to our documents. There are two different things going on here. One is the cooperation with the DOJ's

investigation into the criminal behavior of Mr. Okada and his companies, and, secondly, we have a litigation -- civil litigation team that is in front of Your Honor, operating appropriately and as efficiently as we can under difficult circumstances with a lack of tie between these two. Even if they ever did come before you with any real evidence of wrongdoing, rather than the innuendo that they're throwing out there, there's no tie between these cases, and that's a fatal flaw in their attempt to turn this civil litigate upside down because they want to know what's going on on the criminal side.

THE COURT: So how hard is it to move Mr. Stern's ESI up in the rolling production schedule? Because I heard the sigh, but I didn't get the answer.

MS. SPINELLI: It's actually a little bit more difficult, Your Honor, because these requests ask for communications from January 1st, 2011, forward to the present. And, as you know, when we're imaging the hard drives at the start of a litigation the date is not -- my hard drives are not imaged to the present. Obviously we have preservation holds, but this starts a whole new process again. And so I don't know. I'll have to speak with Wynn IT, I'll have to have new images, I'll have to collect additional data, because this just is not within our time -- the time --

THE COURT: Okay. So it's not part of the ESI

that's currently on the rolling production schedule.

MS. SPINELLI: That's right. It has to be gathered.

THE COURT: Okay. That was part of what I needed to know. Okay.

Anything else, Mr. Pisanelli?

MR. PISANELLI: I'm sure Ms. Spinelli will tell you that there is not a resource we are not employing to get everything done.

THE COURT: No. I know how hard I've taxed you guys between this and the Jacobs case, and you're in trial with Judge Scann. So, believe me, I understand on all of the law firms that have been involved in both cases the stress that has been placed because of the scheduling order.

MR. PISANELLI: And I appreciate that, Your Honor.

My final point is that stopping what we're doing, changing what we're doing, or adding more labor to what we're doing on hollow allegations like this, where there is no urgency, there's no basis to even suggest that there's a preliminary sanction or that there's some form of order that is necessary to right our wrong, tells us that we should leave this process exactly where it is. If they want to come back some day with a new motion, fine, we'll have that debate at that point. But it's such hollow allegations. And I should repeat not just hollow, but reckless allegations that stretch their single declaration beyond any credible interpretation.

I think that hardly should be rewarded, and we certainly shouldn't be prejudiced by now having to go back and change the machinery that we've created for this case simply because they want to know what the government's up to.

THE COURT: Okay. Thank you.

Mr. Krakoff, anything else?

MR. KRAKOFF: Just a couple of comments, Your Honor.

This is hardly reckless, hardly hollow. You need look no further than the declarations to see the connection. You need look no further to see -- look no further than at Mr. Stern's declaration itself to see what he wanted to do, and that was to obtain information. And we'll find out what documents. That's what we will find out.

This is not a sham, this is not a pretext, this is not about trying to get information out of the government. The government has nothing to do with this other than Mr. Stern and Wynn Resorts had a purpose, and the purpose was to generate a government investigation. Why? Lots of reasons. But one of them was because it could help them right here with the board's finding of unsuitability. And there is an unmistakable connection, Your Honor. Discovery will find that out. We've waited. We put this on an expedited calendar -- or request why? Because to us it looks pretty egregious. And we're not trying to make allegations that are not founded in the declarations that are before the Court. We just want to