

1 MR. PEEK: I do have something else, Your Honor.

2 I'll --

3 THE COURT: Can you be brief?

4 MR. PEEK: I can be brief, because it really goes to
5 the issue of document production and what the Court's going to
6 hear, I hope. But the problem is the Court's going to be
7 gone. We were told in May of last year that the Wynn parties
8 had collected 3.8 million documents locally and 2.1 million
9 documents in Macau. Less than 6,000 of those document totals
10 have been produced, many of which were produced even before
11 our requests for production. Since April of 2015, when they
12 began commencement of the production pursuant to the RFP's,
13 they've produced a total of 3,171 documents out of the
14 6 million. And they gave you an aspirational goal of August
15 31. Of those --

16 THE COURT: So now it is time for you to file your
17 motion to compel.

18 MR. PEEK: Okay. That's where I'm going, Your
19 Honor.

20 THE COURT: That's really what I'm telling you, Mr.
21 Peek, because I --

22 MR. PEEK: That's fine. Because I have -- only
23 394 documents have been produced by the Wynn parties out this
24 6 million, 2,000 from the WRM documents out of the 2.1 million
25 have been produced, and the balance are the Stern production.

1 So we will do motions to compel so when you get back.

2 THE COURT: If you want me to hear it the first week
3 I'm back, I'm happy to have it set that first week I'm back.
4 But the issue of aspirational goals that have been assigned to
5 both of you cuts both ways.

6 MR. PEEK: I understand that, Your Honor.

7 THE COURT: I anticipate --

8 MR. PEEK: We may have competing motions to compel
9 -- or, excuse me, corresponding motions to compel.

10 THE COURT: Well, and they may not just be motions
11 to compel anymore, because I've already entered orders related
12 to some of these issues, but I've given you aspirational goals
13 because I understand the volume of information you're dealing
14 with.

15 My concern is we continue to push these dates out on
16 both sides, and I -- it's time for those to be framed in the
17 motion setting.

18 MR. PEEK: And the problem I have is, Your Honor,
19 I'm respectful of parties' aspirational goals, so I --

20 THE COURT: I know you both are.

21 MR. PEEK: -- try not to --

22 THE COURT: I know you both are.

23 MR. PEEK: -- make motions to compel, and I know
24 that Mr. Pisanelli is also respectful and he has the same
25 issue that he's going to address to this Court. So we will

1 probably be back that first week when you return.

2 THE COURT: Laura's going to set them, if it works
3 for you guys, that first week for us to address. Because I
4 understand Ms. Spinelli's out of town and she's integral to
5 Mr. Pisanelli being able to answer that question. I'm not
6 going to put him on the spot today to try and give me
7 information, since he misunderstood what I asked him to do and
8 she as his resource is out of town.

9 MR. PEEK: Thank you, Your Honor.

10 THE COURT: Okay. So send them over. Laura will
11 sign the OST -- Laura will have someone sign the OST or stamp
12 them and set from for that first week.

13 MR. PEEK: I hope Laura won't --

14 MR. PISANELLI: So help me make clarification. We
15 intend to file maybe as early as today motions to compel which
16 are going to make these statistics that you have been hearing
17 from Mr. Peek about our production kind of pale in comparison.

18 THE COURT: Why do you think I said file the
19 motions? Because I know where you guys are.

20 MR. PISANELLI: But here's a couple questions I have
21 about it. I am -- we planned -- and I think now I'm hearing
22 this is what you want from us -- that things like this should
23 wait till you get back and not be burdened with orders
24 shortening --

25 THE COURT: I'm not going to get --

1 MR. PISANELLI: -- with Commissioner Bulla.

2 THE COURT: It will be on an OST, but it will not be
3 set until October 12th or 13th.

4 MR. PEEK: And I think if Mr. Pisanelli reads his
5 emails when he gets back he'll understand that perhaps the
6 motion he contemplates is moot. But we'll deal with that.

7 THE COURT: Well, whatever.

8 MR. PISANELLI: I've read that email, and it's --

9 THE COURT: Guys. Will you stop arguing with each
10 other. You were doing so well.

11 I'm not going to force Commissioner Bulla to rule on
12 a motion that has been on a low boil for months.

13 MR. PISANELLI: Fair enough. That's my point.

14 THE COURT: If it's a true emergent issue, I want
15 her to be able to be there to address those issues or, if for
16 some reason she doesn't feel comfortable doing it, have Judge
17 Togliatti, who be acting as Civil Presiding do it, which may
18 be more dangerous for you, because --

19 MR. PISANELLI: Makes sense. So the last thing is
20 you've made the point that this aspirational goal concept cuts
21 both ways. How do you want that presented to you, by way of
22 these motions to compel the opposite party and let you know
23 what our expectation is for our own production? How do you
24 want both parties to respond on that topic?

25 THE COURT: I really think that would be a good

1 thing, because it's like when you -- they used to say people
2 who live in glass houses don't throw stones -- shouldn't throw
3 stones.

4 MR. PISANELLI: Right.

5 THE COURT: So if you've got a problem of your own
6 and it's similar to the issue you want to raise in the motion,
7 you should get your house in order before you file the motion,
8 and then all they can say is, Judge, they were late, too --

9 MR. PISANELLI: Could not agree more.

10 THE COURT: -- not, Judge, they still haven't done
11 it.

12 MR. PISANELLI: I could not agree more.

13 MR. PEEK: And another time, Your Honor, on the
14 video you can see that I would agree with Mr. Pisanelli to get
15 your house in order.

16 THE COURT: And me? Did you agree with me, too?
17 Because that doesn't happen very often.

18 MR. PEEK: I'm not being obtuse, Your Honor, this
19 time. I did agree with you.

20 THE COURT: Thank you.

21 MR. URGAS: Your Honor, you asked to have us update
22 on our 30(b)(6). I talked to Mr. Pisanelli and after your
23 comments yesterday I can understand he's not willing to give
24 up any of those times on the 13th.

25 I spoke with Mr. Peek, and rightfully so, he's not

1 willing to agree to something at this point. But we're going
2 to talk about it and we'll go forward.

3 THE COURT: So I will direct you to put your
4 30(b)(6) topics together, provide those to Mr. Peek, and if
5 you are unable to agree on a schedule, then that's an issue
6 Judge -- Commissioner Bulla can handle while I'm gone.
7 Because that's a scheduling issue, okay.

8 MR. URGAS: I think you'll be back in time, because
9 we're looking at the end of the November time frame for --

10 THE COURT: Then you're fine.

11 MR. URGAS: Right.

12 MR. PEEK: Yeah. This is the November -- he wants
13 to add a date, whether it be Saturday or Monday, so my issue
14 is trying to talk to the representative of the company as to
15 Saturday or Monday.

16 THE COURT: 'Bye.

17 MR. PEEK: Thank you, Your Honor.

18 MR. URGAS: Thank you, Your Honor. Have a nice trip.

19 MR. PEEK: Have a good vacation.

20 THE COURT: Thank you.

21 THE PROCEEDINGS CONCLUDED AT 9:42 A.M.

22 * * * * *

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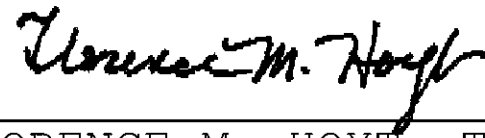
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**FLORENCE HOYT
Las Vegas, Nevada 89146**



FLORENCE M. HOYT, TRANSCRIBER

9/18/15

DATE

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

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

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

6 **TOPICS**

7
8 1. Any and all Communications between WRL and any current or former
9 employee(s) of Universal or Aruze USA (including but not limited to Toshihiko Kosaka,
10 Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio
11 Tanji) from January 1, 2011 to the present.

12 2. Any and all Documents Concerning any of the Aruze Parties that WRL received
13 Directly or Indirectly from January 1, 2011 to the present from current or former employees of
14 Universal or Aruze USA, including but not limited to Toshihiko Kosaka, Yoshitake Fujihara,
15 Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji (excluding the
16 Document productions made by the Aruze Parties in this litigation).

17
18 3. The identity of all former or current employees of Universal or Aruze USA from
19 whom WRL Directly or Indirectly received Documents Concerning any of the Aruze Parties from
20 January 1, 2011 to the present (excluding the Document productions made by the Aruze Parties in
21 this litigation).

22 4. The identity of all natural persons described by the definition of WRL who
23 Directly or Indirectly received Documents Concerning any of the Aruze Parties obtained from
24 former or current employees of Universal or Aruze USA from January 1, 2011 to the present
25 (excluding the Document productions made by the Aruze Parties in this litigation).

26
27 5. The job title, duties, responsibilities, authorities, supervisors, subordinates, and
28 direct colleagues of James Stern from the date of his initial employment to the present.

1 6. Any and all Communications between James Stern and other Persons described by
2 the definition of WRL Concerning WRL's Communications with, and/or documents received
3 from, any current or former employee(s) of Universal or Aruze USA, including but not limited to
4 Toshihiko Kosaka, Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato
5 Araki, and Mikio Tanji, from January 1, 2011 to the present (excluding the Document productions
6 made by the Aruze Parties in this litigation).
7

8 7. Any and all Communications between or among the Persons described by the
9 definition of WRL Concerning WRL's Communications with and/or documents WRL received
10 from any current or former employee(s) of Universal or Aruze USA, including but not limited to
11 Toshihiko Kosaka, Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato
12 Araki, and Mikio Tanji, from January 1, 2011 to the present (excluding the Document productions
13 made by the Aruze Parties in this litigation).
14

15 8. Any and all Communications between WRL and any members of the press
16 (including but not limited to those affiliated with Reuters and/or Asahi Shinbun) Concerning
17 WRL's Communications with, and/or documents WRL received from, any current or former
18 employee(s) of Universal or Aruze USA, including but not limited to Toshihiko Kosaka,
19 Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio
20 Tanji from January 1, 2011 to the present (excluding the Document productions made by the
21 Aruze Parties in this litigation).
22

23 9. Any and all Communications between WRL and any Third-Party Concerning
24 WRL's Communications with, and/or documents WRL received from, any current or former
25 employee(s) of Universal or Aruze USA, including but not limited to Toshihiko Kosaka,
26 Yoshitake Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio
27
28

1 Tanji, from January 1, 2011 to the present (excluding the Document productions made by the
2 Aruze Parties in this litigation).

3 10. WRL's knowledge of Communications from January 1, 2011 to the present
4 between any Third-Party and current or former employees of Universal or Aruze USA. This topic
5 includes is but not limited to meetings between any Third-Party and current or former employees
6 of Universal or Aruze USA conducted in November 2012, December 2012 and March 2013.
7

8 11. WRL's knowledge of Communications from January 1, 2011 to the present
9 between Toshihiko Kosaka and current or former employees of Universal or Aruze USA. This
10 topic includes but is not limited to meetings between Toshihiko Kosaka and current or former
11 employees of Universal or Aruze USA conducted in November 2012, December 2012 and March
12 2013.

13 12. Any and all payments from January 1, 2011 to the present by WRL to, or
14 reimbursements of expenses incurred by, any current or former employees of Universal or Aruze
15 USA (including but not limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji,
16 Mitsuo Hida, Takafumi Nakano, and Mikio Tanji), whether Directly or Indirectly.
17

18 13. Any and all agreements from January 1, 2011 to the present, formal or informal,
19 between WRL and any current or former employees of Universal or Aruze USA (including but
20 not limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi
21 Nakano, Masato Araki, and Mikio Tanji).
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Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April, 2015, a true and correct copy of the foregoing **NOTICE OF 30(b)(6) DEPOSITION TO WYNN RESORTS, LIMITED** was served by the following method(s):

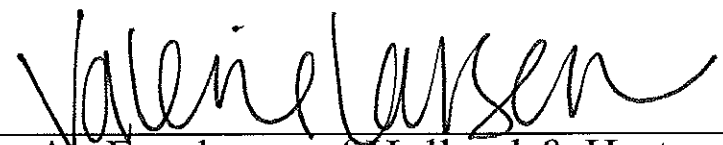
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Please see the attached E-Service Master List

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

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

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


An Employee of Holland & Hart LLP

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EXHIBIT 9

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Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' SEVENTH
SUPPLEMENTAL DISCLOSURES
PURSUANT TO NRCP 16.1**

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

A. LIST OF WITNESSES

1. Kazuo Okada
c/o Bryce K. Kunitomo, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

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

2. 30(b)(6) Aruze USA, Inc.
c/o Bryce K. Kunitomo, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

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

3. 30(b)(6) Universal Entertainment Corporation
c/o Bryce K. Kunitomo, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

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

- 5 4. Employee of Aruze USA, Inc.
Specifically: the individual responsible for monitoring capital contributions
6 c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
7 9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
8 Tel.: (702) 669-4600
Fax: (702) 669-4650
9

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

- 13 5. Employee of Aruze USA, Inc.
Specifically: the individual primarily responsible for negotiating the Valvino
14 Lamore, LLC operating agreements
c/o Bryce K. Kunimoto, Esq.
15 Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
16 Las Vegas, NV 89134
Tel.: (702) 669-4600
17 Fax: (702) 669-4650

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

- 21 6. Employee of Aruze USA, Inc.
Specifically: the individual primarily responsible for negotiating the 2002
22 stockholders agreement
c/o Bryce K. Kunimoto, Esq.
23 Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
24 Las Vegas, NV 89134
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25 Fax: (702) 669-4650
26
27
28

1 The Aruze USA, Inc. employee is likely to have discoverable information related to the
2 facts and circumstances concerning this action, including, but not limited to, the negotiation of the
3 2002 stockholders agreement.

4 7. Employee of Aruze USA, Inc.
Specifically: the individual primarily responsible for negotiating the contribution
5 agreement
c/o Bryce K. Kunimoto, Esq.
6 Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
7 Las Vegas, NV 89134
Tel.: (702) 669-4600
8 Fax: (702) 669-4650

9 The Aruze USA, Inc. employee is likely to have discoverable information related to the
10 facts and circumstances concerning this action, including, but not limited to, the negotiation of the
11 contribution agreement.

12 8. Employee of Universal Entertainment Corporation
Specifically: the individual responsible for creation of and deposits into city ledger
13 account
c/o Bryce K. Kunimoto, Esq.
14 Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
15 Las Vegas, NV 89134
Tel.: (702) 669-4600
16 Fax: (702) 669-4650

17 The Universal Entertainment Corporation employee is likely to have discoverable
18 information related to the facts and circumstances concerning this action, including, but not
19 limited to, the decision to create a city ledger account with Wynn Resorts and managing the
20 deposits into same.

21 9. Employee of Universal Entertainment Corporation
Specifically: the individual responsible for communications with PAGCOR
22 c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
23 9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
24 Tel.: (702) 669-4600
Fax: (702) 669-4650
25

26 The Universal Entertainment Corporation employee is likely to have discoverable
27 information related to the facts and circumstances concerning this action, including, but not
28

1 limited to, communications with PAGCOR related to efforts to obtain a gaming license in the
2 Philippines.

3 10. Shinobu Noda
4 Universal Entertainment Corporation and/or Aruze USA, Inc.
5 c/o Bryce K. Kunimoto, Esq.
6 Holland & Hart LLP
7 9555 Hillwood Drive, 2nd Floor
8 Las Vegas, NV 89134
9 Tel.: (702) 669-4600
10 Fax: (702) 669-4650

11 The Universal Entertainment Corporation employee is likely to have discoverable
12 information related to the facts and circumstances concerning this action, including, but not
13 limited to, her communications with and/or instructions from Mr. Okada and/or other executives,
14 employee, and/or agents of Mr. Okada, Aruze USA, Inc., and/or Universal Entertainment
15 Corporation, and communications with Wynn Resorts (including, but not limited to, Board
16 trainings, policies, and acknowledgements).

17 11. Linda Chen
18 Former Director, Wynn Resorts, Limited
19 Executive Director & Chief Operating Officer, Wynn Macau, Ltd.
20 c/o James J. Pisanelli, Esq.
21 PISANELLI BICE PLLC
22 400 South 7th Street, Suite 300
23 Las Vegas, Nevada 89101
24 Tel.: (702) 214-2100
25 Fax: (702) 214-2101

26 Ms. Chen is likely to have discoverable information related to the facts and circumstances
27 concerning this action, including, but not limited to, her service as a member of the Wynn Resorts
28 Board of Directors and the business judgment she and her fellow directors exercised related to
Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

12. Russell Goldsmith
Former Director, Wynn Resorts, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

1 Mr. Goldsmith is likely to have discoverable information related to the facts and
2 circumstances concerning this action, including, but not limited to, his service as a member of the
3 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
4 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

5 13. Ray R. Irani
6 Director, Wynn Resorts, Limited
7 c/o James J. Pisanelli, Esq.
8 PISANELLI BICE PLLC
9 400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

10 Mr. Irani is likely to have discoverable information related to the facts and circumstances
11 concerning this action, including, but not limited to, his service as a member of the Wynn Resorts
12 Board of Directors and the business judgment he and his fellow directors exercised related to
13 Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

14 14. Governor Robert J. Miller
15 Director, Wynn Resorts, Limited
16 c/o James J. Pisanelli, Esq.
17 PISANELLI BICE PLLC
18 400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

19 Governor Miller is likely to have discoverable information related to the facts and
20 circumstances concerning this action, including, but not limited to, his service as a member of the
21 Wynn Resorts Board of Directors; the business judgment he and his fellow directors exercised
22 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation; and his role as
23 Chairman of the Wynn Resorts Compliance Committee.

24 15. John A. Moran
25 Former Director, Wynn Resorts, Limited
26 c/o James J. Pisanelli, Esq.
27 PISANELLI BICE PLLC
28 400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

1 Mr. Moran is likely to have discoverable information related to the facts and
2 circumstances concerning this action, including, but not limited to, his service as a member of the
3 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
4 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

5 16. Marc D. Schorr
6 Former Director & Former Chief Executive Officer, Wynn Resorts, Limited
7 Director, Wynn Macau, Limited
8 c/o James J. Pisanelli, Esq.
9 PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

10 Mr. Schorr is likely to have discoverable information related to the facts and
11 circumstances concerning this action, including, but not limited to, his service as a member of the
12 Wynn Resorts Board of Directors; the business judgment he and his fellow directors exercised
13 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation; his role on the
14 Wynn Resorts Compliance Committee; and his service as a member of the Wynn Macau, Ltd.
15 Board of Directors.

16 17. Alvin V. Shoemaker
17 Director, Wynn Resorts, Limited
18 c/o James J. Pisanelli, Esq.
19 PISANELLI BICE PLLC
20 400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

21 Mr. Shoemaker is likely to have discoverable information related to the facts and
22 circumstances concerning this action, including, but not limited to, his service as a member of the
23 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
24 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

25 18. D. Boone Wayson
26 Director, Wynn Resorts, Limited
27 c/o James J. Pisanelli, Esq.
28 PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100

1 Fax: (702) 214-2101

2 Mr. Wayson is likely to have discoverable information related to the facts and
3 circumstances concerning this action, including, but not limited to, his service as a member of the
4 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
5 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

6 19. Allan Zeman
7 Former Director, Wynn Resorts, Limited
8 Vice Chairman & Director, Wynn Macau, Ltd.
9 c/o James J. Pisanelli, Esq.
10 PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

11 Mr. Zeman is likely to have discoverable information related to the facts and
12 circumstances concerning this action, including, but not limited to, his service as a member of the
13 Wynn Resorts Board of Directors; the business judgment he and his fellow directors exercised
14 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation; and his service
15 as a member of the Wynn Macau, Ltd. Board of Directors.

16 20. Stephen A. Wynn
17 Chairman & Chief Executive Officer, Wynn Resorts, Limited
18 Executive Director, Chairman & Chief Executive Officer, Wynn Macau, Ltd.
19 c/o Donald J. Campbell, Esq.
20 J. Colby Williams, Esq.
21 Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
Tel.: (702) 382-5222
Fax: (702) 382-0540

22 Mr. Wynn is likely to have discoverable information related to the facts and circumstances
23 concerning this action, including, but not limited to, his history with Mr. Okada; his service as
24 Chairman of the Wynn Resorts and Wynn Macau, Ltd. Boards of Directors; the business
25 judgment he and his fellow WRL directors exercised related to Mr. Okada, Aruze USA, Inc., and
26 Universal Entertainment Corporation; and the allegations Aruze USA, Inc. and Universal
27 Entertainment Corporation have asserted against him in their Second Amended Counterclaim.
28

1 21. Elaine P. Wynn
2 Director, Wynn Resorts, Limited
3 c/o William R. Urga, Esq.
4 Martin A. Little, Esq.
5 JOLLY URG A WOODBURY & LITTLE
 3800 Howard Hughes Parkway, 16th Floor
 Las Vegas, Nevada 89169
 Tel.: (702) 699-7500
 Fax: (702) 699-7555

6 Ms. Wynn is likely to have discoverable information related to the facts and circumstances
7 concerning this action, including, but not limited to, her service as a member of the Wynn Resorts
8 Board of Directors; and the business judgment she and her fellow directors exercised related to
9 Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

10 22. Kimmarré Sinatra
11 Executive Vice President, General Counsel
12 Wynn Resorts, Limited
13 c/o James J. Pisanelli, Esq.
14 PISANELLI BICE PLLC
 400 South 7th Street, Suite 300
 Las Vegas, Nevada 89101
 Tel.: (702) 214-2100
 Fax: (702) 214-2101

15 Ms. Sinatra is likely to have discoverable information related to the facts and
16 circumstances concerning this action, including, but not limited to, the allegations Aruze USA,
17 Inc. and Universal Entertainment Corporation have asserted against her in their Second Amended
18 Counterclaim; and her communications with Mr. Okada, Aruze USA, Inc., Universal
19 Entertainment Corporation, and/or his/their agents.

20 23. John Strzemp
21 Executive Vice President & Chief Administrative Officer, Wynn Resorts, Limited
22 Formerly Chief Financial Officer, Valvino Lamore LLC
23 c/o James J. Pisanelli, Esq.
24 PISANELLI BICE PLLC
 400 South 7th Street, Suite 300
 Las Vegas, Nevada 89101
 Tel.: (702) 214-2100
 Fax: (702) 214-2101

25 Mr. Strzemp is likely to have discoverable information related to the facts and
26 circumstances concerning this action, including, but not limited to, his role on the Wynn Resorts
27 Compliance Committee; various matters related to the transition from Valvino Lamore LLC to
28

1 Wynn Resorts; and communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
2 Corporation, and/or his/their agents.

3 24. Matt Maddox
4 President & Chief Financial Officer, Wynn Resorts, Limited
5 Non-executive Director, Wynn Macau, Ltd.
6 c/o James J. Pisanelli, Esq.
7 PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

8 Mr. Maddox is likely to have discoverable information related to the facts and
9 circumstances concerning this action, including, but not limited to, the allegations in
10 Paragraphs 41 and 84 of Aruze USA, Inc. and Universal Entertainment Corporation's Fourth
11 Amended Counterclaim; and Wynn Resorts' filings with the Securities and Exchange
12 Commission.

13 25. Scott Peterson
14 Senior Vice President & Chief Financial Officer, Wynn Las Vegas
15 Formerly Vice President of Finance, Valvino Lamore, LLC
16 c/o James J. Pisanelli, Esq.
17 PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

18 Mr. Peterson is likely to have discoverable information related to the facts and
19 circumstances concerning this action, including, but not limited to, various matters related to the
20 transition from Valvino Lamore LLC to Wynn Resorts; and communications with Mr. Okada,
21 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents.

22 26. Kevin Tourek
23 Senior Vice President & General Counsel, Wynn Las Vegas
24 c/o James J. Pisanelli, Esq.
25 PISANELLI BICE PLLC
400 South 7th Street, Suite 300
26 Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

27 Mr. Tourek is likely to have discoverable information related to the facts and
28 circumstances concerning this action, including, but not limited to, his interaction with

1 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents; and
2 his role on the Wynn Resorts Compliance Committee.

3 27. Ian M. Coughlan
4 Executive Director, Wynn Macau, Ltd.
5 President, Wynn Resorts (Macau), S.A.
6 c/o James J. Pisanelli, Esq.
7 PISANELLI BICE PLLC
8 400 South 7th Street, Suite 300
9 Las Vegas, Nevada 89101
10 Tel.: (702) 214-2100
11 Fax: (702) 214-2101

12 Mr. Coughlan is likely to have discoverable information related to the facts and
13 circumstances concerning this action, including, but not limited to, his service as a member of the
14 Wynn Macau, Ltd. Board of Directors, and its decision to make a donation to the University of
15 Macau Development Foundation.

16 28. The Honorable Louis J. Freeh
17 Pepper Hamilton LLP
18 620 Eighth Avenue, 37th Floor
19 New York, NY 10018-1405
20 Tel.: (212) 808-2700
21 Fax: (212) 286-9806

22 Judge Freeh is likely to have discoverable information related to the facts and
23 circumstances concerning this action, including, but not limited to, the facts learned as a result of
24 Freeh Sporkin & Sullivan's investigation into the activities of Mr. Okada, Aruze USA, Inc., and
25 Universal Entertainment Corporation.

26 29. Joel M. Friedman, Esq.
27 Pepper Hamilton LLP
28 3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, Pennsylvania 19103-2799
Tel.: (215) 981-4007
Fax: (215) 981-4750

Mr. Friedman is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, the facts learned as a result of
Freeh Sporkin & Sullivan's investigation into the activities of Mr. Okada, Aruze USA, Inc., and
Universal Entertainment Corporation.

1 30. Duff & Phelps, LLC.
2 10100 Santa Monica Boulevard
3 Suite 1100
4 Los Angeles, CA 90067
5 Tel.: (310) 284-8008

6 The NRCP 30(b)(6) designee(s) for Duff & Phelps, LLC is/are likely to have discoverable
7 information related to the facts and circumstances of this action, including, but not limited to, the
8 redemption price for Aruze USA, Inc.'s shares in Wynn Resorts.
9

10 31. Moelis & Company
11 1999 Avenue of the Stars, Suite 1900
12 Los Angeles, CA 90067
13 Tel.: (310) 443-2300
14 Fax: (310) 443-8700

15 The NRCP 30(b)(6) designee(s) for Moelis & Company is/are likely to have discoverable
16 information related to the facts and circumstances of this action, including, but not limited to,
17 financial matters related to the redemption of Aruze USA, Inc.'s shares in Wynn Resorts.
18

19 32. Philippine Amusement and Gaming Corporation (PAGCOR)
20 1330 PAGCOR House
21 Roxas Boulevard
22 Ermita, Manila, Philippines 1000
23 Tel.:(63 2) 521-1542

24 The NRCP 30(b)(6) designee(s) for PAGCOR is/are likely to have discoverable
25 information related to the facts and circumstances of this action, including, but not limited to, its
26 interactions and communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
27 Corporation, and/or his/their agents related to their efforts to obtain a gaming license in the
28 Philippines.

29 33. Imelda Dimaporo
30 PAGCOR Board Member
31 Unknown at this time; will supplement

32 Ms. Dimaporo is likely to have discoverable information related to the facts and
33 circumstances of this action, including, but not limited to, her service as a member of PAGCOR's
34 Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
35 Corporation, Inc., and/or any affiliates or agents acting on his/their behalf; her travels to Macau
36 and/or Las Vegas, and/or any and all payments, benefits, and/or gifts she may have received from
37

1 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
2 acting on his/their behalf.

3 34. Phillip Lo
4 PAGCOR Board Member
5 Unknown at this time; will supplement

6 Mr. Lo is likely to have discoverable information related to the facts and circumstances of
7 this action, including, but not limited to, his service as a member of PAGCOR's Board, his
8 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
9 any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas, and/or
10 any and all payments, benefits, and/or gifts he may have received from Mr. Okada,
11 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
12 his/their behalf.

13 35. Manuel Roxas
14 PAGCOR Board Member
15 Unknown at this time; will supplement

16 Mr. Roxas is likely to have discoverable information related to the facts and circumstances
17 of this action, including, but not limited to, his service as a member of PAGCOR's Board, his
18 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
19 any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas, and/or
20 any and all payments, benefits, and/or gifts he may have received from Mr. Okada,
21 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
22 his/their behalf.

23 36. Susan Vargas
24 PAGCOR Board Member
25 Unknown at this time; will supplement

26 Ms. Vargas is likely to have discoverable information related to the facts and
27 circumstances of this action, including, but not limited to, her service as a member of PAGCOR's
28 Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
Corporation, and/or any affiliates or agents acting on his/their behalf; her travels to Macau and/or
Las Vegas, and/or any and all payments, benefits, and/or gifts she may have received from

1 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
2 acting on his/their behalf.

3 37. Jose Tanjuatco
4 PAGCOR Board Member
5 Unknown at this time; will supplement

6 Mr. Tanjuatco is likely to have discoverable information related to the facts and
7 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
8 Board, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
9 Corporation, and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or
10 Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
11 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
12 acting on his/their behalf.

13 38. Rafael Francisco
14 PAGCOR, President and Chief Operating Officer
15 Unknown at this time; will supplement

16 Mr. Francisco is likely to have discoverable information related to the facts and
17 circumstances of this action, including, but not limited to, his service as PAGCOR's President and
18 COO, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
19 Corporation, and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or
20 Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
21 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
22 acting on his/their behalf.

23 39. Rene Figueroa
24 PAGCOR, Executive Vice President
25 Unknown at this time; will supplement

26 Mr. Figuero is likely to have discoverable information related to the facts and
27 circumstances of this action, including, but not limited to, his service as PAGCOR's Executive
28 Vice President, his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
Corporation, and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or
Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from

1 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
2 acting on his/their behalf.

3 40. Ernesto Francisco
4 PAGCOR, Executive Committee & Casino General Manager
5 Unknown at this time; will supplement

6 Mr. Francisco is likely to have discoverable information related to the facts and
7 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
8 Executive Committee, as well as Casino General Manager, his communications with Mr. Okada,
9 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
10 his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
11 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
12 Corporation, and/or any affiliates or agents acting on his/their behalf.

13 41. Francis P. Hernando
14 PAGCOR, Vice President, Licensed Casino Development Department
15 Unknown at this time; will supplement

16 Mr. Hernando is likely to have discoverable information related to the facts and
17 circumstances of this action, including, but not limited to, his service as PAGCOR's
18 Vice President, Licensed Casino Development Department, his communications with Mr. Okada,
19 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
20 his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
21 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
22 Corporation, and/or any affiliates or agents acting on his/their behalf.

23 42. Ed de Guzman
24 PAGCOR, Executive Committee & Vice President of Slots
25 Unknown at this time; will supplement

26 Mr. Guzman is likely to have discoverable information related to the facts and
27 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
28 Executive Committee, as well as Vice President of Slots, his communications with Mr. Okada,
Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
his/their behalf; his travels to Macau and/or Las Vegas, and/or any and all payments, benefits,

1 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
2 Corporation, and/or any affiliates or agents acting on his/their behalf.

3 43. Gabriel Guzman
4 PAGCOR, Executive Committee & Vice President of Slots
5 Unknown at this time; will supplement

6 Mr./Ms. Guzman is likely to have discoverable information related to the facts and
7 circumstances of this action, including, but not limited to, his/her relationship to Ed de Guzman,
8 his/her travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he
9 may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
and/or any affiliates or agents acting on his/their behalf.

10 44. Edward King
11 PAGCOR, Vice President of Corporate Communications
12 Unknown at this time; will supplement

13 Mr. King is likely to have discoverable information related to the facts and circumstances
14 of this action, including, but not limited to, his service as PAGCOR's Vice President of Corporate
15 Communications, his communications with Mr. Okada, Aruze USA, Inc., Universal
16 Entertainment Corporation, and/or any affiliates or agents acting on his/their behalf; his travels to
17 Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have
18 received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any
affiliates or agents acting on his/their behalf.

19 45. Carlos Bautista
20 PAGCOR, Legal Department
21 Unknown at this time; will supplement

22 Mr. Bautista is likely to have discoverable information related to the facts and
23 circumstances of this action, including, but not limited to, his service with PAGCOR, his
24 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
25 any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas, and/or
26 any and all payments, benefits, and/or gifts he may have received from Mr. Okada,
27 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
28 his/their behalf.

1 46. Emelio Marcello
2 PAGCOR consultant
3 Unknown at this time; will supplement

4 Mr. Marcello is likely to have discoverable information related to the facts and
5 circumstances of this action, including, but not limited to, his service as a consultant to PAGCOR,
6 his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
7 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
8 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada,
9 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
10 his/their behalf.

11 47. Mario Cornista
12 PAGCOR consultant
13 Unknown at this time; will supplement

14 Mr. Cornista is likely to have discoverable information related to the facts and
15 circumstances of this action, including, but not limited to, his service as a consultant to PAGCOR,
16 his communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
17 and/or any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas,
18 and/or any and all payments, benefits, and/or gifts he may have received from Mr. Okada,
19 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
20 his/their behalf.

21 48. Jeffrey Opinion
22 Member of Naguiat's party
23 Unknown at this time; will supplement

24 Mr. Opinion is likely to have discoverable information related to the facts and
25 circumstances of this action, including, but not limited to, his communications with Mr. Okada,
26 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
27 his/their behalf; his communications with Cristiano Naguiat, his travels to Macau and/or
28 Las Vegas, and/or any and all payments, benefits, and/or gifts he may have received from
29 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
30 acting on his/their behalf.

1 49. Tiger Resort Leisure & Entertainment Inc.
2 c/o Bryce K. Kunimoto, Esq.
3 Holland & Hart LLP
4 9555 Hillwood Drive, 2nd Floor
 Las Vegas, NV 89134
 Tel.: (702) 669-4600
 Fax: (702) 669-4650

5 The NRCP 30(b)(6) designee(s) for Tiger Resort Leisure & Entertainment Inc. is/are
6 likely to have discoverable information related to the facts and circumstances of this action,
7 including, but not limited to, its relationship to Universal Entertainment Corporation, the gaming
8 license it holds to operate in PAGCOR's Entertainment City in Manila, Philippines, and any and
9 all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
10 and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
11 license in the Philippines.

12 50. Okada Holdings, LLC
13 43 Calvados
 Newport Coast, CA 92657-1051
14 -or-
 Asset Exchange Strategies, LLC (Registered Agent)
 2407 S. Bagdad Rd., Leander, TX 78641
15

16 The NRCP 30(b)(6) designee(s) for Okada Holdings, LLC is/are likely to have
17 discoverable information related to the facts and circumstances of this action, including, but not
18 limited to, any and all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal
19 Entertainment Corporation, and/or his/their agents related to Universal Entertainment
20 Corporation's efforts to obtain a gaming license in the Philippines.

21 51. Eagle Landholdings, Inc. ("EAGLE I")
22 Unknown at this time; will supplement

23 The NRCP 30(b)(6) designee(s) for Eagle I is/are likely to have discoverable information
24 related to the facts and circumstances of this action, including, but not limited to, its relationship
25 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
26 his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
27 license in the Philippines, the identity of its shareholders, directors, and officers, their relationship
28 to any and all Philippine government/gaming officials (former and current), and any and all

1 transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
2 and/or his/their agents to the Philippine government and/or Philippines gaming officials.

3 52. Eagle Holdco Inc. ("EAGLE II")
4 Unknown at this time; will supplement

5 The NRCP 30(b)(6) designee(s) for Eagle II is/are likely to have discoverable information
6 related to the facts and circumstances of this action, including, but not limited to, its relationship
7 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
8 his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming
9 license in the Philippines, the identity of its shareholders, directors, and officers, their relationship
10 to any and all Philippine government/gaming officials (former and current), any and all transfers
11 of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their
12 agents to the Philippine government and/or Philippines gaming officials.

13 53. Platinum Gaming and Entertainment Corp.
14 Unknown at this time; will supplement

15 The NRCP 30(b)(6) designee(s) for Platinum Gaming and Entertainment Corp. is/are
16 likely to have discoverable information related to the facts and circumstances of this action,
17 including, but not limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc.,
18 Universal Entertainment Corporation, and/or his/their agents related to Universal Entertainment
19 Corporation's efforts to obtain a gaming license in the Philippines, the identity of its shareholders,
20 directors, and officers, their relationship to any and all Philippine government/gaming officials
21 (former and current), any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
22 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
23 Philippines gaming officials.

24 54. Molly Investments Cooperative UA ("Molly")
25 Unknown at this time; will supplement

26 The NRCP 30(b)(6) designee(s) for Molly is/are likely to have discoverable information
27 related to the facts and circumstances of this action, including, but not limited to, its relationship
28 to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Eagle I,

1 Eagle II, and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain
2 a gaming license in the Philippines, the identity of its shareholders, directors, and officers, their
3 relationship to any and all Philippine government/gaming officials (former and current), any and
4 all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
5 and/or his/their agents to the Philippine government and/or Philippines gaming officials.

6 55. Ophiuchus Real Properties Corp.
Unknown at this time; will supplement

7
8 The NRCP 30(b)(6) designee(s) for Ophiuchus Real Properties Corp. is/are likely to have
9 discoverable information related to the facts and circumstances of this action, including, but not
10 limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc., Universal
11 Entertainment Corporation, Eagle I, Eagle II, and/or his/their agents related to Universal
12 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, the identity of
13 its shareholders, directors, and officers, their relationship to any and all Philippine
14 government/gaming officials (former and current), any and all transfers of funds from Mr. Okada,
15 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents to the Philippine
16 government and/or Philippines gaming officials.

17 56. SEAA Corp.
Unknown at this time; will supplement

18
19 The NRCP 30(b)(6) designee(s) for SEAA Corp. is/are likely to have discoverable
20 information related to the facts and circumstances of this action, including, but not limited to, its
21 relationship to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
22 Eagle I, Eagle II, Ophiuchus Real Properties Corp., and/or his/their agents related to Universal
23 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, the identity of
24 its shareholders, directors, and officers, their relationship to any and all Philippine
25 government/gaming officials (former and current), any and all transfers of funds from Mr. Okada,
26 Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents to the Philippine
27 government and/or Philippines gaming officials.

28

1 57. Paulo Bombase
2 Unknown at this time; will supplement

3 Mr. Bombase is likely to have discoverable information related to the facts and
4 circumstances of this action, including, but not limited to, his relationship to or with Eagle I and
5 Eagle II, his knowledge about, relationship to, and/or communications related to Universal
6 Entertainment Corporation's efforts to obtain a gaming license in the Philippines, his former
7 position as PAGCOR consultant under former chairman Genuino, any and all payments received
8 by him or any entity that he owns, controls, or with which he is associated (including, but not
9 limited to, Future Fortune Ltd.) from Mr. Okada, Aruze USA, Inc., Universal Entertainment
10 Corporation, and/or any person or entity acting on his/their behalf.

11 58. Yoshiyuki Shoji
12 Unknown at this time; will supplement

13 Mr. Shioji is likely to have discoverable information related to the facts and circumstances
14 of this action, including, but not limited to, his former employment relationship with Aruze USA,
15 Inc. and/or Universal Entertainment Corporation, the services he provided, the acts he performed,
16 any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment
17 Corporation, and/or his/their agents to the Philippine government and/or Philippines gaming
18 officials; and Mr. Okada's knowledge, participation, and role.

19 59. Michiaki Tanaka
20 Unknown at this time; will supplement

21 Mr. Tanaka is likely to have discoverable information related to the facts and
22 circumstances of this action, including, but not limited to, his former employment relationship
23 with Aruze USA, Inc. and/or Universal Entertainment Corporation, the services he provided, the
24 acts he performed, any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
25 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
26 Philippines gaming officials; and Mr. Okada's knowledge, participation, and role.

1 60. Future Fortune Ltd.
2 Unknown at this time; will supplement

3 The NRCP 30(b)(6) designee(s) for Future Fortune Ltd. is/are likely to have discoverable
4 information related to the facts and circumstances of this action, including, but not limited to, any
5 and all payments received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
6 Corporation, and/or any person or entity acting on his/their behalf, and any and all payments
7 made for or on behalf of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
8 and/or any person or entity on his/their behalf.

9 61. Hong Kong Shanghai Banking Corporation ("HSBC")
10 Unknown at this time; will supplement

11 The NRCP 30(b)(6) designee(s) for HSBC is/are likely to have discoverable information
12 related to the facts and circumstances of this action, including, but not limited to, account records,
13 and deposits and payments transactions for Future Fortune Ltd., People's Technology Holding,
14 and/or Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or other person or
15 entity on his/their behalf.

16 62. People's Technology Holding Ltd.
17 Unknown at this time; will supplement

18 The NRCP 30(b)(6) designee(s) for People's Technology Holding Ltd. is/are likely to have
19 discoverable information related to the facts and circumstances of this action, including, but not
20 limited to, ownership history and management structure; any and all payments received from
21 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
22 any person or entity acting on his/their behalf; and the knowledge, participation, and role(s) of
23 Efraim Genuino and/or Rodolfo Soriano.

24 63. Subic Leisure and Management
25 Unknown at this time; will supplement
26 British Virgin islands

27 The NRCP 30(b)(6) designee(s) for Subic Leisure and Management is/are likely to have
28 discoverable information related to the facts and circumstances of this action, including, but not
limited to, ownership history and management structure, any and all payments received from

1 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
2 any person or entity acting on his/their behalf.

3 64. Rodolfo V. Soriano
4 Unknown at this time; will supplement

5 Mr. Soriano is likely to have discoverable information related to the facts and
6 circumstances of this action, including, but not limited to, any and all payments, gifts, and/or
7 benefits received by him or any entity that he owns, controls, or with which he is associated
8 (including, but not limited to, Future Fortune Ltd., Ophiucus Real Properties Corp., Subic Leisure
9 and Management, People's Technology Holding from Mr. Okada, Aruze USA, Inc., Universal
10 Entertainment Corporation), and/or any person or entity acting on his/their behalf; his role as a
11 PAGCOR consultant; his relationship with Efraim Genuino; his travels to Las Vegas and/or
12 Macau, and his communications and interactions with Mr. Okada, Aruze USA, Inc., Universal
13 Entertainment, and/or his/their agents and/or affiliates.

14 65. Olivia Soriano
15 Unknown at this time; will supplement

16 Ms. Soriano is likely to have discoverable information related to the facts and
17 circumstances of this action, including, but not limited to, her relationship with Rodolfo Soriano,
18 her travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts she
19 may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
20 and/or any affiliates or agents acting on his/their behalf.

21 66. Rodolfo J. B. Bangsil
22 PAGCOR, Officer in Charge of Gaming Department
Unknown at this time; will supplement

23 Mr. Bangsil is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as officer in charge of the
25 PAGCOR Gaming Department, his communications with Mr. Okada, Aruze USA, Inc., Universal
26 Entertainment Corporation, and/or any affiliates or agents acting on his/their behalf; his travels to
27 Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may have
28

1 received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any
2 affiliates or agents acting on his/their behalf.

3 67. Suzzanne Bangsil
4 Unknown at this time; will supplement

5 Ms. Bangsil is likely to have discoverable information related to the facts and
6 circumstances of this action, including, but not limited to, her communications with Mr. Okada,
7 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
8 his/their behalf; her travels to Las Vegas and/or Macau, and/or any and all payments, benefits,
9 and/or gifts she may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
10 Corporation, and/or any affiliates or agents acting on his/their behalf.

11 68. Efraim Genuino (former PAGCOR chairman)
12 Unknown at this time; will supplement

13 Mr. Genuino is likely to have discoverable information related to the facts and
14 circumstances of this action, including, but not limited to, any and all payments and/or benefits
15 received by him or any person with which he is affiliated or any entity that he owns, controls, or
16 with which he is associated (including, but not limited to, Future Fortune Ltd.) from Mr. Okada,
17 Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity acting on
18 his/their behalf; his former role as PAGCOR chairman and its interactions with Universal
19 Entertainment Corporation related to the latter's efforts to obtain a Philippine gaming license.

20 69. Anthony F. Genuino
21 Mayor of Los Banos
22 Unknown at this time; will supplement

23 Mr. Genuino is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his relationship with Efraim Genuino,
25 his travels to Macau and/or Las Vegas, and/or any and all payments, benefits, and/or gifts he may
26 have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
27 any affiliates or agents acting on his/their behalf.
28

1 70. Manuel M. Camacho
2 Unknown at this time; will supplement

3 Mr. Camacho is likely to have discoverable information related to the facts and
4 circumstances of this action, including, but not limited to, any and all payments received by him
5 or any entity that he owns, controls, or with which he is associated (including, but not limited to,
6 Future Fortune Ltd., Platinum Gaming and Entertainment Corp., Eagle I, and Eagle II) from
7 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity
8 acting on his/their behalf; his role with Eagle II, his relationship with Efraim and/or Erwin
9 Genuino; and any information regarding Universal Entertainment Corporation's efforts to obtain a
10 gaming license in the Philippines.

11 71. Erwin Genuino
12 Unknown at this time; will supplement

13 Mr. Genuino is likely to have discoverable information related to the facts and
14 circumstances of this action, including, but not limited to, any and all payments received by him
15 or any entity that he owns, controls, or with which he is associated (including, but not limited to,
16 Future Fortune Ltd.) from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
17 and/or any person or entity acting on his/their behalf.

18 72. Mitsuo Hida
19 Unknown at this time; will supplement

20 Mr. Hida is likely to have discoverable information related to the facts and circumstances
21 of this action, including, but not limited to, his former employment as president of Aruze USA,
22 Inc.'s Japan branch; his former position as a director for Future Fortune Ltd.; the services he
23 provided and acts he performed for or on behalf of Mr. Okada, Aruze USA, Inc., Universal
24 Entertainment Corporation, Future Fortune Ltd., and/or his/their agents; any and all transfers of
25 funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their
26 agents to the Philippine government and/or Philippines gaming officials; communications with
27 the Philippines government and gaming officials related to Universal Entertainment Corporation's
28

1 efforts to obtain a gaming concession in the Philippines; and Mr. Okada's knowledge,
2 participation, and role.

3 73. Cristino Naguiat, Jr.
4 (current) Chairman, PAGCOR
5 1330 PAGCOR House
6 Roxas Boulevard
7 Ermita, Manila, Philippines 1000
8 Tel.: (63 2) 521-1542

9 Mr. Naguiat is likely to have discoverable information related to the facts and
10 circumstances of this action, including, but not limited to, any and all payments gifts, and/or
11 benefits received by him or any person with which he is affiliated or any entity that he owns,
12 controls, or with which he is from Mr. Okada, Aruze USA, Inc., Universal Entertainment
13 Corporation, and/or any person or entity acting on his/their behalf; his role as PAGCOR chairman
14 and its interactions with Universal Entertainment Corporation related to the latter's efforts to
15 obtain a Philippine gaming license.

16 74. Benigno Simeon Aquino, III
17 President, Republic of the Philippines
18 Office of the President of the Philippines
19 Presidential Communications Operations Office
20 3/F New Executive Building (NEB)
21 Malacañang Compound
22 op@president.gov.ph

23 President Aquino is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, any and all payments gifts, and/or
25 benefits received by him or any person with which he is affiliated or any entity that he owns,
26 controls, or with which he is from Mr. Okada, Aruze USA, Inc., Universal Entertainment
27 Corporation, and/or any person or entity acting on his/their behalf; his interactions with Universal
28 Entertainment Corporation related to the latter's efforts to obtain a Philippine gaming license.

75. Jose Miguel Arroyo
Unknown at this time; will supplement

Mr. Arroyo is likely to have discoverable information related to the facts and
circumstances of this action, including, but not limited to, his communications with Mr. Okada,
Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on

1 his/their behalf; his travels to Las Vegas and/or Macau, and/or any and all payments benefits,
2 and/or gifts he may have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment
3 Corporation, and/or any affiliates or agents acting on his/their behalf.

4 76. Maria Teresa Socorro Naguiat
5 Unknown at this time; will supplement

6 Ms. Naguiat is likely to have discoverable information related to the facts and
7 circumstances of this action, including, but not limited to, her communications with Mr. Okada,
8 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
9 his/their behalf; her travels to Macau, and/or any and all payments, benefits, and/or gifts she may
10 have received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
11 any affiliates or agents acting on his/their behalf.

12 77. Bayan Muna Representative Teddy A. Casiño
13 Congress of the Philippines
14 House of Representatives, Quezon City
Rm. N-508
Tel.: 931-5001 or 7407, 9315911

15 Representative Casiño is likely to have discoverable information related to the facts and
16 circumstances of this action, including, but not limited to, the information and documents in his
17 possession that demonstrate the transfer of payments from Mr. Okada, Aruze USA, Inc.,
18 Universal Entertainment Corporation, and/or any person or entity acting on his/their behalf and
19 Philippine gaming officials, and the government investigation he is spearheading.

20 78. Baron Asset Fund
21 c/o Baron Funds
22 Attn: Linda S. Martinson, Esq.
23 767 Fifth Avenue, 49th Floor
New York, NY 10153
Fax: (212) 583-2014

24 The NRCP 30(b)(6) designee(s) for the Baron Asset Fund is/are likely to have
25 discoverable information related to the facts and circumstances of this action, including, but not
26 limited to, the transactions related to the Stockholders Agreement and amendments thereto.

1 79. Frank A. Schreck, Esq.
2 former chairman of Universal's Compliance Committee
3 Brownstein Hyatt Farber Schreck
4 100 North City Parkway, Suite 1600
5 Las Vegas, NV 89106-4614
6 Tel.: (702) 382-2101
7 Fax: (702)382-8135

8 Mr. Schreck is likely to have discoverable information related to the facts and
9 circumstances of this action, including, but not limited to, the allegations in Paragraphs 100
10 through 102 of Aruze USA, Inc. and Universal Entertainment Corporation's Fourth Amended
11 Counterclaim.

12 80. Richard Morgan, Esq.
13 Chairman of Universal's Compliance Committee
14 LIONEL SAWYER & COLLINS
15 300 South Fourth Street, Suite 1700
16 Las Vegas, NV 89101
17 Tel.: (702) 383-8888
18 Fax: (702) 383-8845

19 Mr. Morgan is likely to have discoverable information related to the facts and
20 circumstances of this action, including, but not limited to, his role as current Chairman of
21 Universal Entertainment Corporation's Compliance Committee; and the allegations in
22 Paragraph 101 of Aruze USA, Inc. and Universal Entertainment Corporation's Fourth Amended
23 Counterclaim.

24 81. Robert Faiss, Esq.
25 LIONEL SAWYER & COLLINS
26 300 South Fourth Street, Suite 1700
27 Las Vegas, NV 89101
28 Tel.: (702) 383-8888
 Fax: (702) 383-8845

 Mr. Faiss is likely to have discoverable information related to the facts and circumstances
of this action, including, but not limited to, the September 30, 2011 meeting he attended and the
allegations in Paragraphs 103 to 110 of Aruze USA, Inc. and Universal Entertainment
Corporation's Fourth Amended Counterclaim.¹

¹ Mr. Faiss passed away on June 4, 2014.

1 82. Mark Clayton, Esq.
2 LIONEL SAWYER & COLLINS
3 300 South Fourth Street, Suite 1700
4 Las Vegas, NV 89101
5 Tel.: (702) 383-8888
6 Fax: (702) 383-8845

7 Mr. Clayton is likely to have discoverable information related to the facts and
8 circumstances of this action, including, but not limited to, the September 30, 2011 meeting he
9 attended and the allegations in Paragraphs 103 to 110 of Aruze USA, Inc. and Universal
10 Entertainment Corporation's Fourth Amended Counterclaim.

11 83. Jennifer Roberts, Esq.
12 LIONEL SAWYER & COLLINS
13 300 South Fourth Street, Suite 1700
14 Las Vegas, NV 89101
15 Tel.: (702) 383-8888
16 Fax: (702) 383-8845

17 Ms. Roberts is likely to have discoverable information related to the facts and
18 circumstances of this action, including, but not limited to, her communications with
19 Wynn Resorts related to Mr. Okada, Aruze USA, Inc., and/or Universal Entertainment
20 Corporation.

21 84. Davis Polk & Wardell LLP
22 450 Lexington Avenue
23 New York, NY 10017
24 Tel.: (212) 450-4000
25 Fax: (212) 701-5800

26 The NRCP 30(b)(6) designee(s) for Davis Polk & Wardell LLP is/are likely to have
27 information and/or documents related to the facts and circumstances of this action, including, but
28 not limited to, communications by and between Mr. Okada, Aruze USA, Inc., Universal
Entertainment Corporation, and/or any affiliates and/or agents acting on his or their behalf with
third parties, including with past and former Philippine government officials.

1 85. Manabu Kawasaki
2 Unknown at this time; will supplement

3 Mr. Kawasaki is likely to have discoverable information related to the facts and
4 circumstances of this action, including, but not limited to, information related to the
5 formation/ownership/structure of certain entities involved in the Philippine development project.

6 86. Masato Araki
7 Unknown at this time; will supplement

8 Mr. Araki is likely to have discoverable information related to the facts and circumstances
9 of this action, including, but not limited to, information related to the formation/
10 ownership/structure of certain entities involved in the Philippine development project.

11 87. Any and all witnesses identified and/or disclosed by any other party to this action.

12 The Wynn Parties reserve the right to amend and/or supplement this list of witnesses as
13 discovery continues.

14 **B. LIST OF DOCUMENTS**

15 Pursuant to NRCP 16.1, the Wynn Parties hereby submit their **seventh** supplemental list
16 of documents that may be discoverable pursuant to NRCP 26(b). The supplemental documents
17 are identified as bearing Bates numbers WYNN00013325 – WYNN00016187 and described with
18 particularity on the index attached hereto as Exhibit A.

19 The Wynn Parties also disclose any and all documents identified and/or disclosed by any
20 other party to this action. In addition, the Wynn Parties reserve the right to amend and/or
21 supplement this list of documents as discovery continues.

22 **C. DAMAGES COMPUTATION**

23 Wynn Resorts is seeking declaratory relief, as well as monetary damages in the form of
24 compensatory and special damages, as well as disgorgement of any and all profits, in a total
25 amount to be proven at trial but, in any event, over \$10,000.00. In addition, Wynn Resorts is
26 seeking punitive damages as Defendants' acts were oppressive, fraudulent, malicious, and done
27 with a conscious disregard for the harm to Wynn Resorts. Wynn Resorts is also seeking to
28

1 recover its attorney's fees and costs incurred in prosecuting this matter. Wynn Resorts will
2 supplement this information concerning its damages as discovery proceeds.

3 **D. INSURANCE AGREEMENTS**

4 Given the Court's entry of the Protective Order with Respect to Confidentiality in this
5 case, and pursuant to NRCP 16.1(a)(1)(D), the Wynn Parties previously disclosed (in their third
6 supplemental disclosure) the insurance agreements identified as bearing Bates-numbers
7 WYNN008969 – WYNN009015.

8 The Wynn Parties reserve the right to supplement this disclosure to add additional
9 documents and/or name(s) of person(s) who may have relevant information, including expert
10 witnesses, as discovery continues.

11 DATED this 13th day of April, 2015.

12 PISANELLI BICE PLLC

13 By: /s/ Debra L. Spinelli

14 James J. Pisanelli, Esq., Bar No. 4027
15 Todd L. Bice, Esq., Bar No. 4534
16 Debra L. Spinelli, Esq., Bar No. 9695
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

17 and

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

21 and

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

25 Attorneys for Wynn Resorts, Limited, Linda Chen,
Russell Goldsmith, Ray R. Irani, Robert J. Miller,
26 John A. Moran, Marc D. Schorr, Alvin V.
Shoemaker, Kimmarie Sinatra, D. Boone Wayson,
27 and Allan Zeman
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 13th day of April, 2015, I caused to be electronically served through the Court's e-service/e-filing system and/or served by U.S. Mail true and correct copies of the foregoing THE WYNN PARTIES' SEVENTH SUPPLEMENTAL DISCLOSURES PURSUANT TO NRCP 16.1 properly addressed to the following:

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355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071

/s/ Kimberly Peets
An Employee of PISANELLI BICE PLLC


CLERK OF THE COURT

ERR

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*Attorneys for Defendant Kazuo Okada and
Defendants/Counterclaimants 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

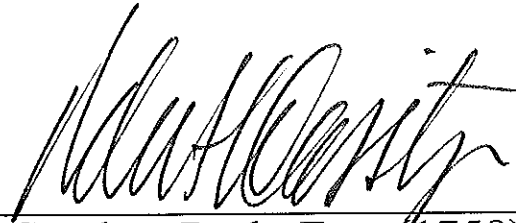
**ERRATA TO APPENDIX TO
UNIVERSAL ENTERTAINMENT
CORP.'S AND ARUZE USA INC'S
MOTION FOR EXPEDITED
DISCOVERY AND SANCTIONS**

Electronic Filing Case

Hearing Date: May 26, 2015
Hearing Time: 8:30 a.m.

Defendants and Counterclaimants Aruze USA, Inc. ("Aruze USA") and Universal Entertainment Corp. ("UEC"), by and through their counsel of record, hereby submit this Errata to the Appendix to their Motion for Expedited Discovery and Sanctions ("Appendix"). Specifically, Exhibits 2C and 3C to the filed version of the Appendix contained incomplete copies of the Exhibits. Accordingly, attached to this Errata are complete copies of Exhibits 2C and 3C to the Appendix.

DATED this 27th day of April 2015.



J. Stephen Peek, Esq. (1758)
Bryce K. Kunimoto, Esq. (7781)
Robert J. Cassity, Esq. (9779)
Brian G. Anderson, Esq. (10500)
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*Attorneys for Defendant Kazuo Okada and
Defendants/Counterclaimants Aruze USA, Inc.
and Universal Entertainment Corp.*

CERTIFICATE OF SERVICE

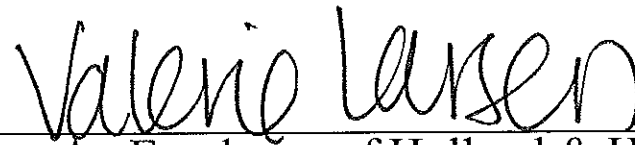
I hereby certify that on the 27th day of April 2015, a true and correct copy of the foregoing **ERRATA TO APPENDIX TO UNIVERSAL ENTERTAINMENT CORP.'S AND ARUZE USA INC'S MOTION FOR EXPEDITED DISCOVERY AND SANCTIONS** was served by the following method(s):

☒ 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:

☐ 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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Ben Klubes
David Krakoff
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Joe Reilly
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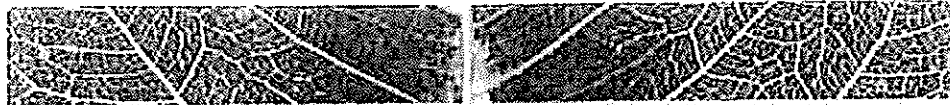


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IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 68310

KAZUO OKADA,
Petitioner,

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Clerk of Supreme Court

v.

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF
NEVADA, IN AND FOR CLARK COUNTY OF CLARK; HONORABLE
ELIZABETH GONZALEZ, DISTRICT JUDGE, DEPT. 11,

Respondents,

and

WYNN RESORTS, LIMITED,

Real Party in Interest.

**ANSWER TO PETITION FOR WRIT OF PROHIBITION
OR MANDAMUS**

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NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a) that must be disclosed. These representations are made in order that Justices of this Court may evaluate possible disqualification or recusal.

PISANELLI BICE PLLC, WACHTELL, LIPTON, ROSEN & KATZ and GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO, LLP are the only law firms whose partners or associates have or are expected to appear for Real Party in Interest Wynn Resorts, Limited.

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I. INTRODUCTION

Petitioner Kazuo Okada ("Okada") – an individual granted the *privilege* of a Nevada gaming license – readily takes advantage of the benefits Nevada affords when it is in his interest to do so. He also, however, tries to shirk any associated obligations when called upon as a litigant in a Nevada court. Notwithstanding his extensive ties to Nevada, his instant petition for a writ of mandamus asks this High Court to expend its time and resources to adjudicate his locale of choice for and duration of his deposition. Okada's requests for relief – asserted individually *and* as the sole officer of a Nevada-based entity – is not supported by the law and is otherwise not worthy of this Court's time nor the benefits of its extraordinary powers.

II. COUNTERSTATEMENT OF ISSUES PRESENTED

Okada's Petition seeks review of the District Court's Order denying Okada's motion for protective order regarding the location and length of his deposition. Because extraordinary writs are not available to review discovery orders, except in two limited circumstances not present here, the following threshold issue is presented:

1. Is intervention by extraordinary writ justified to review a discovery order setting the location and length of a deposition in a large and complex business court case?

If this Court finds that Nevada precedent affords such a review, then the following two issues are presented:

2. Does the District Court have the discretion to order the deposition of a non-resident to occur in Nevada?
3. Does the District Court have the discretion to grant additional time than that stated in NRCP 30(d)(1) to fairly examine a deponent?

III. STATEMENT OF FACTS

A. The Main Action and Okada's Preemptive Strike.

Wynn Resorts, Limited ("Wynn Resorts" or the "Company") commenced the underlying action on February 19, 2012, against Okada and two of his affiliate entities, one a Nevada corporation, Aruze USA, Inc. ("Aruze USA"), and its parent company, Universal Entertainment Corp. ("Universal") (the "Main Action"). (Vol. I SA0139-41.) On February 18, 2012, after (1) three independent investigations commenced by the Company's Compliance Committee, chaired by former Governor Robert J. Miller; (2) a written and oral report by former federal judge and Director of the FBI, Louis J. Freeh; (3) advice of two expert gaming counsel; and (4) lengthy discussion among themselves, the Wynn Resorts Board of Directors, pursuant to Wynn Resorts' Articles of Incorporation, determined that the Okada Parties were "Unsuitable Persons" whose continued affiliation with the Company was "likely to jeopardize" Wynn Resorts' existing and potential gaming licenses. (APP0007-16.) At that same meeting, also pursuant to the Company's Articles of Incorporation, the Wynn Resorts Board redeemed Aruze USA's shares and issued a promissory note. (APP0016.)

Prior to the February 18, 2012 Board determination and redemption, Okada was well aware of the Wynn Resorts Board's concerns about his activities in the Philippines and had been for some time. (APP0054 ¶¶ 103-04, APP0055-59.)¹ Okada was approached by the Board and by management, and he simply refused to be candid or forthright about his or his affiliates' activities in the Philippines. (APP0008 ¶ 25, APP0009 ¶¶ 28-29, APP0010 ¶ 34, APP0011 ¶¶ 36-37, APP0012 ¶¶ 40-41, APP0013 ¶¶ 42-44, APP0015 ¶ 49.) Knowing that the Compliance

¹ This reference to allegations in the Okada Parties' Fourth Amended Counterclaim are for the limited purpose of demonstrating that Okada and his lawyers were in communication with Wynn Resorts well before the February 18, 2012 Board meeting. They are not cited here for the truth of the substance of the communications or the Okada Parties' spin on those meetings or the discussion during those meetings.

1 Committee could not accept his silence and was obligated to pursue, and was, in fact,
2 pursuing an investigation related to Okada's probity and any potential threat to the
3 Company's license, Okada went on the offensive.

4 In November 2011, after the Compliance Committee retained Director Freeh,
5 Okada demanded access to Wynn Resorts' (and its predecessor's) books and records.
6 (APP0058 ¶¶ 118-120; Vol. I SA0001-21.) Following back and forth exchanges
7 between counsel, on January 11, 2012, when he was still a Wynn Resorts director,
8 Okada commenced a writ proceeding in the Eighth Judicial District Court seeking an
9 order of mandamus compelling the Wynn Resorts Board to provide him access to
10 books and records, claiming an entitlement to those records as a director ("Books and
11 Records Proceeding"). (Vol. I SA0001-21.) Okada, as an individual, was the sole
12 petitioner in the Books and Records Proceeding, which was randomly assigned to
13 Department XI, and presided over by the Honorable Elizabeth Gonzalez. (*Id.*)

14 Wynn Resorts challenged Okada's right to the books and records because,
15 among other things, (1) the applicable NRS applies to stockholders only; not
16 directors; and (2) even the NRS that applies to stockholders did not apply to Okada's
17 (or, depending on the day, Aruze's) circumstances. (Vol. I SA0022-40.) Pursuant to
18 the District Court's February 10, 2012 directive, Okada's request was brought to the
19 attention of the Wynn Resorts Board, which authorized the production of 898 pages
20 of documents to Okada in response to some, though not all, of his requests; the
21 Wynn Resorts Board further determined that the Company would maintain its
22 privilege, and asked for clarification/narrowing of other broad requests. (Vol. I-II
23 SA0240-41, Vol. II SA0244-46, Vol. II SA0263-72, SA0274-78, SA0280,
24 SA0282-83.) Okada did not narrow the requests and, when it reconvened on March 8,
25 2012, the District Court effectively upheld the Board's reasonableness judgment.
26 (Vol. III SA0588, SA0611-12.) The District Court also informed Okada that he
27 could attempt to narrow the requests and resubmit his petition. (Vol. III SA0611-12.)
28

1 The proceeding was statistically closed on April 3, 2012, when Okada did nothing.
2 (Vol. III SA0615.)

3 **B. The Coordination of the Two Actions, and Okada's Desire to Avoid**
4 **Nevada Jurisdiction.**

5 In the interim, Director Freeh continued his investigation. Okada finally made
6 himself available for a long-requested interview by Director Freeh. In February 2012,
7 Freeh finalized and presented his report to the Board, the Board considered the facts
8 and information before it, and made its resolutions. (APP0007-16; Vol. I SA0149-52;
9 SA0160-207; Vol. II SA0240.) And, on February 19, 2012, Wynn Resorts
10 commenced the Main Action. (Vol. 1 SA0139-142.)

11 Despite taking individual advantage of his position as a director of a Nevada
12 company when he demanded the extraordinary relief via the Books and Records
13 Proceeding, Okada opted to play games in the Main Action. He refused to authorize
14 his counsel to accept service of the summons and complaint for him individually.
15 (Vol. IV SA0828, SA0842-43, SA0846-47 (arguing Wynn Resorts needed to go
16 through the Hague Convention); *see also* Vol. III SA0485 ¶ 5 (Okada not yet served),
17 SA0488 ¶ 22 (Okada consenting to the removal by his companies); SA0496 n.3.)
18 Instead, in the Main Action, Okada hid behind his companies (which he controls,
19 directly or indirectly), both of which took affirmative and aggressive action by
20 asserting 20 counterclaims, removing (improperly) to federal court, and seeking an
21 (unsuccessful) injunction. (Vol. II SA0368-482; Vol. IV SA0805-06, SA0856-59;
22 SA1131-33.)

23 While his "companies" fought in the Main Action (including fighting hard to
24 avoid service of Okada), Okada filed an amended writ petition in the Books and
25 Records Proceeding, claiming he needed additional books and records to assist him
26 in his defense (something he subsequently denied). (Vol. III SA0629-55.) His
27 amended petition discussed Director Freeh's report and the Board's determination.
28 (Vol. III SA0631-32.) Okada caused the Books and Records Proceeding to be

1 reopened, as it appeared to be an avenue for him to conduct discovery while avoiding
2 service in the Main Action. That was until Wynn Resorts took action to end this
3 improper conduct.

4 Specifically, Wynn Resorts sought leave to conduct a limited deposition of
5 Okada regarding the true purpose in the Books and Records Proceeding, which Okada
6 vehemently opposed. (Vol. IV SA0762-804; SA0807-023.) Following briefing, the
7 District Court ordered the coordination of discovery in the Main Action and the
8 Books and Records Proceeding, and allowed Wynn Resorts a limited deposition of
9 Okada to explore his purpose/motive in seeking the books and records. (Vol. IV
10 SA0830-51; SA0860-65.) Okada was required to appear in Nevada, the forum he
11 chose as a petitioner, for his deposition.² (Vol. IV SA0860-65.) Given that Okada
12 was no longer able to avoid appearing in the state from which he had benefitted
13 handsomely, Okada's counsel changed course, and accepted service of the summons
14 and complaint in the Main Action on Okada's behalf the day before his deposition in
15 the Books and Records Proceeding.

16 Following the limited deposition (discussed in more detail below), the
17 District Court granted a narrowed version of Okada's first amended books and records
18 petition. (Vol. IV SA01134-40.) Wynn Resorts spent great time, effort, and expense
19 to provide books and records to the dissident then-director. (Vol. V SA1141-86.)
20 Okada subsequently demanded additional records, a request the District Court
21 denied, and Okada represented that he would review the provided records and would
22 return to the District Court on the issue. (Vol. V SA1187, SA1203-04.) To this day,
23
24

25 ² Okada's counsel asked if the District Court would allow the deposition to
26 proceed in Hong Kong, each party to bear their own costs, and the District Court
27 refused. Okada's counsel at the time also asked if the District Court would allow the
28 deposition to go forward outside of the United States if Okada paid everyone's fees
and expenses, and, demonstrating reasonableness and the fact that the decision
depended on specific facts and circumstances, the District Court said she would
consider it. (Vol. IV SA0850-51.)

Okada's Books and Records Proceeding remains an open and active matter, and remains coordinated with this action. (Vol. V SA1402-10.)

C. The Initial Limited Deposition of Kazuo Okada in the Books and Records Proceeding.

Well-known to the District Court (though not experienced by Okada's most recent lawyers) is the debacle that was the *limited* deposition of Okada on September 18, 2012. Because that proceeding and the Main Action were coordinated for discovery purposes, the District Court stated that Wynn Resorts would not be permitted to duplicate questions when the primary deposition inevitably took place. (Vol. IV SA0864.)

Wynn Resorts followed the Nevada court protocol and retained the services of a court-approved interpreter. No less than 17 people (not including the court reporter and videographer), attended the deposition and, while one would anticipate a vigorous defense of a central witness in a case of this magnitude, the contentiousness of the parties, the Nevada rules guiding deposition objections, and multiple objections based upon translation issues, all contributed to what can only be described as a challenging and uncommonly slow process. (*See generally* Vol. VI SA0952-1105; Vol. VI SA1130.)

The parties had their respective check interpreters, and Okada's team challenged nearly every other question or answer, both on and off the record, resulting in internal team discussions, debates between parties, debates between interpreters, input from the witness, and input from Japanese-speaking attorneys on Okada's side. (*E.g.*, Vol. VI SA0965-68 (before change in interpreters); Vol. VI SA0981-82, SA0988-998 (after changing interpreters).) The deposition went from 10:00 a.m. to 6:53 p.m., with multiple breaks,³ including lunch, and much colloquy,

³ For instance, about twenty questions were posed during the first hour of the deposition, and most of them were introductory about whether Okada spoke or read English. (Vol. VI SA0960-68.)

1 both on and off the record related to translation issues, check interpreters, and
2 objections. (Vol. VI SA0953, SA1103.) Adding to the slow pace of the deposition,
3 Okada paused for periods prior to answering. (*E.g.*, Vol. VI SA1193.)⁴ The
4 deposition was of a narrow and limited purpose, related only to Okada's purpose in
5 seeking the books and records as asserted in his filings in that proceeding, and it *still*
6 went to 6:53 p.m. with a comparatively low number of questions asked and answered,
7 and many, many questions left unanswered.

8 That deposition has been discussed at great length between and among counsel
9 for all of the parties in this case. Indeed, rather than "unilaterally" setting Okada's
10 deposition out-of-the-blue as the Okada Petition recites, Wynn Resorts engaged
11 Okada's counsel in discussions about the deposition for over *a four-month period*
12 prior to serving the notice. (*See, e.g.*, Vol. V SA1290, 1302 (discussing Okada's
13 counsel hosting all counsel for a meet and confer on discovery topics, including the
14 location and duration of Okada's deposition)]; SA1313, 1337-38; SA1341, 1346-47.)
15 Among other things, counsel cordially discussed the length, location, and dates for
16 the deposition. (*Id.*) Wynn Resorts repeatedly followed up with Okada, but the
17 request was pushed aside. (*See, e.g.*, Vol. V SA1341, 1346-47.) When Wynn Resorts
18 proffered June dates, Okada indicated that July would be better, but then went silent
19 on the issue. While all parties anticipated motion practice related to the deposition,
20 to move the deposition forward – which Wynn Resorts wanted to do but the
21 Okada Parties did not, preferring instead to a de facto sequencing of discovery –

22 _____
23 ⁴ While the written deposition transcript is enlightening in and of itself, the
24 considerably slow pace of a Japanese language deposition can be most easily seen by
25 watching an excerpt of the video from the deposition. For instance, the video excerpt
26 at 15:41-15:50, starts the third tape of the video. It does not include any introductory
27 questions, but rather was a colloquy intended to go into a substantive issue raised in
28 Okada's writ petition. The excerpt shows the length of time needed for interpreting
questions from English to Japanese and the answers from Japanese to English. The
excerpt shows the colloquy among the primary interpreter and the check interpreters
(which under the new stipulated protocol would happen between the two primary
interpreters). This clip also demonstrates the difficulty in following up to ensure a
deponent answers the question asked, despite that the non-answer may not come for
many minutes after the question was posed.

Wynn Resorts finally served the deposition notice on April 14, 2015. (APP0115-117; *see also* Vol. V SA1341, 1346-47.) The notice set the deposition for dates over three-months in advance giving Okada more than sufficient time. (APP0115-117.) Okada sat on his hands for a month, and then finally filed a motion for protective order, asking for a hearing on shortened time to resolve a time constraint that he created through inaction. (*Compare* APP0115-117, *with* APP0118-87.) This evasive conduct continued even *after* the District Court's Order, with Okada's counsel refusing, on multiple occasions, to respond to Wynn Resorts' inquiries regarding whether Okada intended to appear on the noticed dates or whether different dates needed to be scheduled to accommodate him. (Vol. V SA1378, SA1382, SA1384-88.) Okada opted for coy rather than courtesy and, instead of responding, simply filed the instant petition. Without a motion to stay pending before it, this Court *sua sponte* entered a stay, temporarily relieving Okada of his deposition while all other discovery continues.

D. Kazuo Okada is *the* Central Figure in this Action – Claims and Counterclaims.

Without a doubt, Okada is *the* central figure in these coordinated cases. These cases arise out of the Wynn Resorts Board's investigation into Okada's activities related to his Philippines gaming license that put Wynn Resorts' gaming licenses, both existing and potential, in jeopardy. It was Okada's actions and inactions, his words and then his silence, that prompted the Compliance Committee to investigate the Philippines and his related activities. Okada and his counsel were frequently approached about the concerns and, whether insulted or not about the steps that a Nevada corporation and gaming licensee must take, he refused to answer or provide the requested information. Ultimately the Board took action as it relates to Okada's activities – individually and through the "cover" of his entities. And his defenses, which correlate with his "companies'" affirmative counterclaims, all depend upon Okada's activities, thoughts, actions, beliefs, and orders. Okada is *the* central figure.

Okada's connections to Nevada – and how those connections relate to, and are, in fact, what this case is about – are at the very essence of the District Court's Order that Okada's deposition should occur in Las Vegas, Nevada:

- Okada is a former director of Wynn Resorts, a Nevada corporation, operating resort casinos in Las Vegas, Nevada. (APP0031 ¶ 15; APP0003-4 ¶ 5.)
- Okada is the sole petitioner in a coordinated action seeking extraordinary relief from the Nevada courts (*i.e.*, the Books and Records Proceeding). (Vol. I SA0001-21; Vol. III SA0629-55; Vol. V SA1402-10.)
- Okada is a Nevada gaming licensee through Aruze Gaming America, Inc., a Nevada corporation, based in Las Vegas Nevada, wholly owned by Universal, and the holder of a Nevada manufacturing/equipment license. Aruze even has a picture of its Las Vegas home base on its website, and its timeline boasts about its connection to Nevada. (*See* <http://go.aruzegaming.com/about-us/>)
- Okada is the Director and Chairman of the Board of Defendant/Counter-claimant Universal, a Japanese corporation that does business in Nevada, and is registered with the Nevada Gaming Commission. (APP0031 ¶ 14.)
- Okada previously was found suitable by the Nevada Gaming Commission as a stockholder and as a controlling stockholder of Universal. (Vol. I SA0004 ¶ 7; Vol. III SA0630 ¶ 5.)
- Okada is a Director, President, Secretary, and Treasurer of Defendant/Counter-claimant Aruze USA, Inc. (Vol. I SA0004 ¶ 7), a Nevada corporation with its principal place of business in Las Vegas, Nevada.

- While Aruze technically owned the Wynn Resorts' shares that the Board redeemed and cancelled, Okada admits in his filings that "Aruze USA is solely a financial holding company" (APP0127:14-15), and that the redemption was of "stock held by Kazuo Okada through Aruze USA . . ." (Vol. VI SA1354:5-6.)

- While Aruze asserted 20 counterclaims, Okada stated in a verified pleading that "*Mr. Okada caused Aruze USA, Inc. . . . a Nevada company he indirectly controls, to invest . . . in [Valvino Lamore].*" (Vol. I SA0004 ¶ 3 (emphasis added).)

Okada recently represented that Aruze USA's principal place of business is not in Las Vegas, but rather Tokyo, Japan. This "recent" disclosure was mentioned for the first time rather unremarkably in Okada's motion for a protective order related to his deposition. Okada represented in a footnote that the Okada Parties intended to amend their counterclaim to state the correct principal place of business. They have yet to do so, but it bears noting all of the times that the Okada Parties represented, in just *pleadings*, that Las Vegas was Aruze USA's principal place of business . . . until it was a bad fact for them:

- The Okada Parties' original Counterclaim (Vol. II SA0379 ¶ 12);
- The Okada Parties' First Amended Counterclaim (Vol. III SA0666 ¶ 12);
- The Okada Parties' Second Amended Counterclaim (Vol. IV SA0876 ¶ 11);
- The Okada Parties' Third Amended Counterclaim (Vol. V SA1210 ¶ 13);
- and
- The Okada Parties' Fourth Amended (and operative) Counterclaim (APP0031 ¶ 13 ("Counterclaimant Aruze USA is a company organized and existing under the laws of the State of Nevada Aruze USA has its principal place of business in Las Vegas, Nevada.")).

1 What is clear is that Okada does not want to come to Nevada anymore.
2 Purportedly now a resident of Hong Kong, he would rather travel back to Japan (like
3 Nevada, a place he also does not live) for his deposition. Of course, in Japan, the
4 rules for depositions related to foreign cases are stringent. They can only be taken at
5 one of two venues, which must be booked months in advance, and can only hold up
6 to 15 people. (APP0209; *see also id.* at n.10 (citing the steps for depositions in Japan
7 for the Embassy of the United States in Tokyo Japan at
8 <http://japan.usembassy.gov/e/acs/tacs-7116.html>) The rules result in a much shorter
9 day, with a mandatory start time (8:30 a.m.), mandatory lunch (1:00 – 2:00 p.m.), and
10 a mandatory early end time (4:00 p.m.). (*Id.*) No electronic equipment can be
11 brought into the rooms, which means no laptops or cell phones. (*Id.*) And no
12 documents or personal possessions can remain in the room over breaks much less
13 overnight. While Okada understandably may desire that such limitations apply when
14 his deposition is being taken, he is simultaneously seeking to take advantage of the
15 Nevada courts for the purported vindication of his rights on related matters. Okada
16 undoubtedly recognizes that the liberal rules of discovery in the United States and
17 Nevada allow for a candid exploration of the basis for an adversary's position via
18 deposition.

19 **E. Okada Challenges the District Court's Order.**

20 The District Court knew all of the above facts and history, which were
21 necessarily a part of its determination and Order, when ordering that Okada's
22 deposition shall proceed as duly and properly noticed, in Las Vegas, Nevada, and for
23 up to ten (10) days. The facts and history constitute more than sufficient good cause
24 supporting the District Court's discretion to expand the 7-hour default rule in this
25 instance. Even if these factors were not expressly stated in the District Court's Order,
26 they constitute a sufficient basis for the District Court's Order such that writ relief is
27 not appropriate here.

1 Yet, Okada goes a step farther: He asks the Court to create a "presumption"
2 for all future cases that non-resident defendants like himself, who do business in and
3 take great advantage of Nevada's business climate, laws, and legal system, are
4 nonetheless entitled to special dispensation. Specifically, Okada advocates for a
5 bright line rule that depositions of non-resident defendants must be held where he or
6 she resides (even though Okada advocated for his deposition to occur in Japan, not
7 Hong Kong). He also asks this Court to limit the broad discretion of district courts
8 in determining the circumstances when the default 7-hour rule must be extended and
9 by how much – without any knowledge or familiarity with the facts of any case. In
10 business court cases, this causes greater problems. Business court judges often
11 preside over large and complex cases. They hear all matters in their cases, including
12 substantive and discovery-related issues. For this reason, among others, they are
13 better positioned than most to exercise the broad discretion afforded to district courts
14 to manage and rule on discovery-related issues.

15 Here, the District Court did not abuse that discretion, and it did not act
16 arbitrarily or capriciously. It is well-known that more complex cases generally
17 require time beyond the recently-enacted seven hour/one day rule; and the
18 District Court candidly stated as much on the record. These time limits are frequently
19 extended by the federal courts in complex cases as well, and, rather than be obtuse
20 and removed from reality, parties often agree to extended time in instances just like
21 this because counsel understand the realities of their own cases.

22 Okada, however, does not want to come to Nevada. He does not want to have
23 to answer under oath the questions he refused to answer when his fellow Board
24 members inquired. And he does not want to have to answer the many questions raised
25 by his lengthy answer and counterclaim. Instead, Okada hopes to hide out in
26 Hong Kong or Japan, or a more preferential jurisdiction, to avoid or otherwise limit
27 this discovery into these subjects while continuing to reap the benefits of this state
28 and its system when he so chooses.

Okada invites this Court to issue extraordinary relief to dictate decisions on the location and duration of depositions of central witnesses in large and complex cases, despite a lack of intimate knowledge of the facts, the history, the parties, and/or the witness. Accepting Okada's invitation shall render extraordinary relief ordinary. Those who feel aggrieved by the district court's handling of discovery will be encouraged to seek writ relief at every opportunity. The overall effect will be further delays, continuances, exorbitant increases in the costs of litigation, and frustrations with the judicial system in general.

Accordingly, the District Court's Order regarding the location and length of Okada's deposition based upon its extensive involvement with the actual facts and circumstances of this case is hardly the makings of extraordinary writ relief. This Petition should be denied, and denied promptly so as to deny Okada the benefits of the delay he procured.⁵

IV. REASONS WHY THE WRIT SHOULD NOT ISSUE

A. Extraordinary Writ Relief is Unwarranted.

Both writs of mandamus and writs of prohibition are *extraordinary* remedies. The burden is on Okada to demonstrate that extraordinary writ relief is warranted. *Pan v. Eighth Jud. Dist. Court*, 120 Nev. 222, 228, 88 P.3d 840, 844 (2004). No such demonstration has been made here. Instead, Okada is merely displeased with the District Court's handling of discovery and invites this Court to take away the District Court's broad discretion in discovery to issue a ruling that Okada would prefer. Because of the harm such petitions can cause, it is with good reason that "writ relief is *rarely* available with respect to discovery orders" *Valley Health*

⁵ Wynn Resorts also notes its objection to the entry of a stay of Okada's deposition despite the fact that the writ petition requested no such relief, and Okada's motion for stay was then pending before the District Court. The interference with timely discovery through such a process rewards the noncompliant party. They can buy time to stave off their own discovery obligations but continue to enlist the discovery process for their own benefit. That is yet another problem created by entertaining writ relief over the location and duration of depositions.

1 *Sys., LLC v. Eighth Jud. Dist. Court*, 127 Nev. Adv. Op. 15, 252 P.3d 676, 677 (2011)
2 (emphasis added).⁶

3 Only when there is no adequate remedy at law will a writ of mandamus issue
4 “to compel the performance of an act that the law requires. . . or to control an arbitrary
5 or capricious exercise of discretion.” *Aspen Fin. Servs., Inc. v. Eighth Jud. Dist.*
6 *Court*, 128 Nev. Adv. Op. 5, 289 P.3d 201, 204 (2012) (quoting *Int’l Game Tech. v.*
7 *Second Jud. Dist. Court*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008)). Similarly,
8 and also when there is no adequate legal remedy, a writ of prohibition is available “to
9 stop a district court from carrying on its judicial functions when it is acting outside
10 its jurisdiction.” *Aspen*, 289 P.3d at 204 (quoting *Sonia F. v. Eighth Jud. Dist. Court*,
11 125 Nev. 495, 498, 215 P.3d 705, 707 (2009)).

12 The Court's precedent is clear that extraordinary writs are generally not
13 available to review discovery orders. *Clark Cnty. Liquor & Gaming Licensing Bd. v.*
14 *Clark*, 102 Nev. 654, 659, 730 P.2d 443, 447 (1986). The Court has carved out two
15 limited exceptions to this general rule "where disclosure would cause irreparable
16 injury." *Id.* These two exceptions exist when: (1) the trial court issues a blanket
17 discovery order without regard to relevance, and (2) when a discovery order requires
18 the disclosure of privileged information. *Id.*; *Hetter v. Eighth Jud. Dist. Court*, 110
19 Nev. 513, 515, 874 P.2d 762, 763 (1994).⁷

21 ⁶ The late Justice Mowbray's sentiment echoed four decades ago never rang as
22 true. *See Maheu v. Eighth Jud. Dist. Court*, 88 Nev. 26, 51, 493 P.2d 709, 725 (1972)
23 (Mowbray, J. Dissenting) ("I can foresee, by the pronouncement made by the court
24 today, the filing of unlimited petitions for extraordinary relief from litigants who feel
aggrieved by the management of their cases, which petitions will result in further
continuances and frustrations in the already painful delay in the disposition of
litigation.").

25 ⁷ An example of a discovery order appropriate for writ review is the
26 District Court's blanket discovery order entered on June 24, 2015, which is the subject
27 of Wynn Resorts' Petition for Writ of Prohibition or, Alternatively, Mandamus filed
28 with this Court on July 20, 2015, Case No. 68439. When considering and granting
Wynn Resorts' motion to stay that blanket discovery order, the District Court noted,
"[A]s the judge handling the case who typically has broad discretion in framing
discovery in a case," that "the issue of Mr. Okada's deposition is a much weaker

1 The discovery Order at issue involves neither. Okada's appeal to some general
2 irreparable harm associated with foreign travel and jet lag, is plainly insufficient.⁸
3 Unlike a blanket discovery order or a discovery order requiring the disclosure of
4 privileged information, here the discovery issue – a deposition of a foreign defendant
5 in Nevada in excess of the 7 hour default rule – is not impermissible. It is
6 undisputable that Wynn Resorts is entitled to Okada's deposition. Moreover, and even
7 under the law Okada proffers, a district court can certainly require a non-resident
8 defendant to appear in the forum where litigation is pending for a deposition. Thus,
9 Okada's Petition is based upon nothing more than his disagreement with the
10 District Court's reasonable determination that the circumstances here warrant a
11 certain location and length for his deposition. Such a complaint is plainly insufficient
12 for the issuance of an extraordinary writ.

13 Nor can it be suggested that the location and duration of a corporate officer's
14 deposition – who wants to travel to Japan so as to enlist its restrictive sovereignty
15 over depositions - constitutes “an important issue of law needs clarification and
16 _____
17 argument than [Wynn Resorts'] issue [*i.e.*, the blanket discovery order].” (Vol. V
SA1390, SA1395.)

18 ⁸ Okada did travel frequently to Nevada when he was a Wynn Resorts director,
19 the very position that is the subject of Okada's writ petition in the Books and Records
20 proceeding, the subject of Wynn Resorts' claims, and the subject of the Okada Parties'
21 affirmative defenses and affirmative counterclaims. Similarly, Okada travels to the
22 United States when it is in his interest to do so. For instance, Okada as recently as
March 2015 travelled to Mississippi when the gaming regulators there required his
physical appearance for the renewal of his gaming license in that jurisdiction.
(APP0206 n.7.)

23 Indeed, Okada and his companies do business and have done business all over
24 the world. Travel on a private jet to a country where a language other than Japanese
25 is spoken is hardly irreparable harm. This is particularly true in the case of Las Vegas,
a city Okada has frequented with and without a company entourage and various
international guests since at least 2002. (APP0206).

26 Finally, since Okada admitted that he travels back to Japan from his
27 Hong Kong residence only once a month to do the business of Universal and Aruze,
(APP0124:14), ten days in Las Vegas should not interfere much with such a work
28 schedule; especially in this age of international business with which Okada and his
companies are clearly familiar.

1 public policy is served by this court's invocation of its original jurisdiction.” *Diaz v.*
2 *Eighth Jud. Dist. Court*, 116 Nev. 88, 93, 993 P.2d 50, 54 (2000).⁹ One such instance
3 is when a writ petition offers this Court “a unique opportunity to define the precise
4 parameters of [a] privilege” conferred by a statute that this court has never
5 interpreted. *Ashokan v. State, Dep't of Ins.*, 109 Nev. 662, 667, 856 P.2d 244, 247
6 (1993).

7 Since 2000, the Court has only entertained writs under this standard three
8 times. *See, e.g., Aspen Fin. Servs., Inc. v. Eighth Jud. Dist. Court*, 129
9 Nev. Adv. Op. 93, 313 P.3d 875, 878 (2013) (electing to entertain the merits of a
10 petition involving parameters of Nevada's new shield statute); *State v. Eighth Jud.*
11 *Dist. Court (Armstrong)*, 127 Nev. Adv. Op. 84, 267 P.3d 777, 780 (2011) (electing
12 to entertain the merits of a petition involving the admissibility of retrograde
13 extrapolation evidence to estimate a defendant's blood alcohol level at a point in time
14 based on a blood sample taken at a later point in time); *Dayside Inc. v. First Jud. Dist.*
15 *Court*, 119 Nev. 404, 405, 75 P.3d 384, 385 (2003) (electing to entertain the merits
16 of a petition to determine whether a contractual lien waiver provision violated public
17 policy).¹⁰

18 Apparently believing the location and length of a deposition should be afforded
19 similar respect (or at least feigning that he believes so to delay his deposition further),
20 Okada requests this Court to entertain his Petition because it "presents novel and
21 important issues." (Pet., 10-12). Hardly. There is nothing important nor novel about
22 the location and length of his deposition that warrants the attention of the State's
23

24 ⁹ Okada's citation and reliance upon *Rock Bay, LLC. Eighth Jud. Dist. Court*,
25 129 Nev. Adv. Op. 21, 298 P.3d 441(2013), is legally misplaced. In *Rock Bay*, the
26 Court found that a writ of prohibition was appropriate to prevent "improper
27 *post-judgment* disclosure of private information." *Id.* at 445. Thus, *Rock Bay's*
reasoning that post-judgment discovery issues might avoid appellate review does not
apply to pretrial discovery issues present here which are appealable upon a final
judgment.

28 ¹⁰ Overruled on other grounds by *Lehrer McGovern Bovis, Inc. v. Bullock*
Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032 (2008).

1 highest court. It has, and always should be, within the district court's discretion to
2 set the location and length of a deposition when the parties disagree upon the same.
3 Okada's Petition does not afford the Court with "a unique opportunity" to define the
4 parameters of a privilege conferred by a statute nor is public policy served by the
5 Court entertaining the merits of Okada's petition. In fact, public policy is disserved
6 by the Court entertaining such routine discovery orders as it will only cause further
7 delays and continuances for civil litigants.

8 **B. The District Court Properly Determined that Okada's Deposition**
9 **Should Take Place in Las Vegas Rather than Tokyo.**

10 Misconstruing the lower court's record, Okada insists the District Court denied
11 his motion for a protective order based upon a rule created out of thin air. However,
12 the District Court acknowledged that "I might order you to go to Tokyo under certain
13 circumstances, but this probably isn't one of them." (APP0361). Thus, contrary to
14 Okada's assertion, the District Court did not simply apply some *per se* rule. Rather,
15 the District Court exercised its discretion based upon the circumstances of the case,
16 of which the District Court was well informed and aware. Such discretion cannot be
17 disturbed on writ review unless the District Court clearly abused its discretion.
18 *Club Vista Fin. Servs. v. Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249
19 (2012). And it did not do so here.

20 Wynn Resorts may unilaterally choose the location to conduct Okada's
21 deposition subject to the Court granting a protective order pursuant to NRCP 26(c).
22 *See* NRCP 30(a)(1); *McGee v. Hanger Prosthetics & Orthotics, Inc.*,
23 No. 2:12-cv-00535-PMP-VCF, 2013 WL 1701098, at *5 (D. Nev. Apr. 18, 2013)
24 (citations omitted); *see also Cadent Ltd. v. 3M Unitek Corp.*, 232 F.R.D. 625, 628
25 (C.D. Cal. 2005).¹¹ Rule 26(c) provides that a protective order should only be granted

26
27 ¹¹ Federal court interpretations of analogous Federal Rules of Civil Procedure are
28 persuasive authority, but not binding. *Greene v. Eighth Jud. Dist. Court*, 115 Nev.
391, 393, 990 P.2d 184, 185 (1999).

1 when the moving party establishes "good cause" for the order and "justice requires
2 [a protective order] to protect a party or person from annoyance, embarrassment,
3 oppression or undue burden or expense," including an order "that the discovery may
4 be had only on specified terms and conditions, including a designation of the time or
5 place." *See* NRCP 26(c)(2).

6 Okada fails to even mention that he has the burden under NRCP 26(c) to show
7 good cause for the issuance of a protective order requiring the deposition to be held
8 in Tokyo instead of Las Vegas where it was noticed. *Cadent*, 232 F.R.D. at 629
9 (citing cases). This failure, in and of itself, is a critical defect to Okada's position.
10 Okada never submitted an affidavit or declaration in the District Court to support his
11 naked assertions of undue burden. *See de Dalmady v. Price Waterhouse & Co.*, 62
12 F.R.D. 157 (D.P.R. 1973) (It was not sufficient that attorneys seeking protective order
13 make naked assertions with respect to financial and hardship conditions faced by
14 deponent; well prepared and complete affidavits were necessary to corroborate and
15 give substance to attorneys' assertions.).¹²

16 Rather, Okada hides behind a so-called "presumption" from various federal
17 courts. In so doing, Okada over-states the "uniformity" of the deference federal
18 courts afford this purported presumption. Although some federal courts have loosely
19 referred to a "presumption" that a non-resident defendant's deposition be held where
20 he or she resides, in reality, this so-called "presumption" is often treated by courts as
21 a general rule *when relevant factors do not favor one side* over the other. *See New*
22
23

24 ¹² Okada's attempt to draw sympathy by mentioning his age to the Court is also
25 insufficient to prove any "hardship" or "undue burden." *See, e.g., Grotrian,*
26 *Helfferrich, Schulz, Th. Steinweg Nachf. v. Steinway & Sons*, 54 F.R.D. 280
27 (S.D. N.Y. 1971) (finding that the mere fact that executive officer was 72 years of
28 age was not sufficient to prove "hardship" such as might warrant taking of the
deposition of such officer in Germany, where there was no firsthand evidence that
officer was in such poor health that he could not travel to New York by plane and
where no affidavits had been submitted specifying the nature of his illness or
infirmity).

1 *Medium Techs. LLC v. Barco N V.*, 242 F.R.D. 460, 466 (N.D. Ill. 2007) (internal
2 quotation marks and citations omitted).

3 In *New Medium*, after canvassing the landscape of federal case law on this
4 issue, the court recognized that federal courts "have treated the 'presumption' with
5 varying degrees of deference." *Id.* at 466. And, some courts, including the
6 Ninth Circuit, have given substantial discretion to district courts to specify the place
7 of any deposition. *Id.* (citing *Hyde & Drath v. Baker*, 24 F.3d 1162, 1166 (9th Cir.
8 1994)). Thus, the court noted that this "discretion has led a number of courts to
9 characterize the presumption as merely a kind of general rule that facilitates
10 determination when other relevant factors do not favor one side over the other." *Id.*
11 (internal quotation marks and citations omitted). But of course, as the court noted,
12 "***this is not a presumption at all. . . it is the antithesis of a presumption.***" *Id.*
13 (emphasis added).

14 Accordingly, if there is disagreement among the parties as to location, "the
15 task of deciding the proper location falls on the court." *S.E.C. v. Banc de Binary*,
16 No. 2:13 CV 993 RCJ VCF, 2014 WL 1030862, at *3 (D. Nev. Mar. 14, 2014). The
17 determination of deposition locale is ultimately an exercise well within the vast
18 discretion a district court has in supervising discovery. *New Medium Techs.*, 242
19 F.R.D. at 462. Thus, "there are numerous cases in which courts have ordered
20 depositions of foreign defendants taken in the United States, rather than at the
21 defendant's principal place of business." *In re Vitamin Antitrust Litig.*, No. MISC.
22 NO. 99-197 TFH, MDL NO. 1285, 2001 WL 35814436, at *3 (D.D.C. Sept. 11,
23 2001); *see also McKesson Corp. v. Islamic Republic of Iran*, 185 F.R.D. 70 (D.D.C.
24 1999); *Fin. Gen. Bankshares, Inc. v. Lance*, 80 F.R.D. 22, 23 (D.D.C. 1978); *Custom*
25 *Form Mfg., Inc. v. Omron Corp.*, 196 F.R.D. 333, 336-37 (N.D. Ind. 2000);
26 *New Medium Techs.*, 242 F.R.D. at 460 (requiring corporate deponent to travel from
27 Japan to Chicago).

28

1 Notwithstanding this jurisprudence, Okada nonsensically argues that "the facts
2 do not come close to overcoming the presumption." (Pet., 17, ¶ 2). But importantly,
3 Okada fails to indicate what facts a district court may consider in making this
4 determination. This, of course, is the inherent problem with Okada's position. Even
5 under his so-called presumption, the District Court has the broad discretion to set the
6 location of the deposition.

7 Rather than create new law, *i.e.*, Okada's desired presumption, the law of this
8 Court dictates that the determination as to the location of a deposition is ultimately in
9 the District Court's discretionary power. If the Court is inclined to set forth factors to
10 guide the district courts in making this determination, other courts have already paved
11 the way and provided a vast array of non-exhaustive factors. Not one factor is
12 dispositive, of course, since the district courts across jurisdictions are afforded the
13 broad discretion to consider each case on its own facts as well as the equities of each
14 particular situation.

15 Courts within the Ninth Circuit apply the five-factor test noted in *Cadent*. *See*
16 *Banc de Binary*, 2014 WL 1030862, at *3. The *Cadent* factors include: (1) the
17 location of counsel for the parties in the forum district; (2) the number of corporate
18 representatives a party is seeking to depose; (3) the likelihood of significant discovery
19 disputes arising which would necessitate-resolution by the forum court; (4) whether
20 the persons sought to be deposed often engage in travel for business purposes; and
21 (5) the equities with regard to the nature of the claim and the parties' relationship.
22 *See Cadent*, 232 F.R.D. at 629. But, of course, these are not the only factors a court
23 may consider. *See Banc de Binary*, 2014 WL 1030862, at *3. When considering
24 where to locate the deposition of a defendant residing overseas, courts additionally
25 consider: (6) its ability to supervise depositions and resolve discovery disputes and
26 (7) whether the deposition abroad would promote the goals of Rule 1 – "to secure the
27 just, speedy, and inexpensive determination of every action and proceeding." *Id.*
28

1 Even a cursory application of the facts here to these factors dictates that Okada's
2 deposition should proceed forward in Las Vegas, Nevada.

3 Wynn Resorts noticed the deposition of Okada only. The location of other
4 witnesses who may be deposed in this case is not before the Court for review. Okada's
5 co-lead counsel is located in Las Vegas and all parties have lead counsel in
6 Las Vegas. Instead of exploiting the efficiencies gained from the location of counsel
7 in Nevada, Okada insists that all counsel from eight different law firms, client
8 representatives, interpreters, a court reporter, and a videographer travel to Japan,
9 rather than having one person – Okada – travel to Las Vegas. This proposal defies
10 common sense. *See Paleteria La Michoacana, Inc. v. Productos Lacteos Tocumbo*
11 *S.A. de C.V.*, 292 F.R.D. 19, 22 (D.D.C. 2013) (location of all lead counsel in
12 California weighed the factor in favor of holding the deposition in California); *see*
13 *Foley v. Loeb*, No. 06-53S, 2007 WL 132003, at *1 (D.R.I. Jan. 16, 2007) (the second
14 factor did not weigh in favor of the defendant where there was only one deponent at
15 issue).

16 Okada's deposition in the Books and Records Proceeding provides a historical
17 predictor of what the parties and the District Court largely can expect during Okada's
18 noticed (but stayed) deposition. Discovery has demonstrated that this matter is highly
19 contested, with Okada claiming discovery *from him* into his conduct in the
20 Philippines post-redemption is off limits.¹³ Thus, the strong likelihood of disputes
21 during Okada's deposition weigh in favor of conducting his examination in this
22 forum, and in this time zone, to allow the deposition to proceed fairly and
23 expeditiously. *See El Camino Res. Ltd. v. Huntington Nat'l Bank*, No. 1:07-CV-598,
24 2008 WL 2557596, at *5 (W.D. Mich. June 20, 2008) (the potential for discovery
25

26 ¹³ Of course, while Okada does not want to produce in this action
27 post-redemption discovery related to his misconduct in the Philippines, he moved the
28 District Court and was granted discovery from Wynn Resorts regarding their
post-redemption investigations into Okada's misconduct in the Philippines. It's
apparently not an issue for Okada to take inconsistent positions in the same action
when it behooves him.

1 disputes weighed in favor of conducting the deposition in the forum state where
2 discovery was contentious and the court was faced with two other discovery motions
3 set for hearing).

4 In addition, the District Court's ability to promptly resolve any dispute would
5 only be further hindered if the deposition is conducted in Japan, and would cause
6 further delay and additional expense. Courts recognize the adverse impact on the
7 court's supervisory role when depositions are conducted in Japan. *See New Medium*
8 *Techs. LLC*, 242 F.R.D. at 467 ("[C]onducting depositions in Japan, over a dozen
9 time zones away and on the other side of the International Dateline, would severely
10 compromise – to put it mildly – the court's ability to intervene should problems
11 arise."); *see also Custom Form Mfg.*, 196 F.R.D. at 336-37 (noting that a United
12 States court's authority to resolve discovery disputes that might arise during
13 depositions in Japan is compromised both by distance and issues of foreign judicial
14 sovereignty); *see also Delphi Auto. Sys. LLC v. Shinwa Int'l Holdings LTD*,
15 No. 1:07-cv-0811-SEB-JMS, 2008 WL 2906765, at *2 (S.D. Ind. July 23, 2008)
16 ("The most significant factor in making the determination as to where the depositions
17 at issue should take place is the ability of the Court to intervene should a dispute
18 arise.").

19 Okada cannot run from this forum, and should not be permitted to do so at his
20 whim. After obtaining the benefits from incorporation, and from obtaining ownership
21 in Wynn Resorts, a Nevada corporation, Okada cannot seek to avoid the imposition
22 of the related costs, including sitting for a deposition within this forum. *See S.E.C.*
23 *v. Banc de Binary*, No. 2:13-CV-993-RCJ-VCF, 2014 WL 1030862, at *7 (D. Nev.
24 Mar. 14, 2014) (defendant may not benefit from "its status as a foreign corporation
25 after it has exploited its appearance as an American company"). Indeed, Okada has
26 routinely travelled to Nevada. Okada's actions and travel within this forum weigh in
27 favor of Wynn Resorts. *See Maggard v. Essar Global Ltd.*, No. 2:12-CV-00031,
28 2013 WL 6158403, at *4 (W.D. Va. Nov. 25, 2013) objections overruled,

No. 2:12-CV-00031, 2013 WL 6571940 (W.D. Va. Dec. 13, 2013) (the travel of the foreign deponents weighed in favor of conducting the deposition in New York where the Amended Complaint alleged that the deponents travelled to New York).

In addition to Okada's strong connections to Nevada, Okada engaged in a corrupt course of conduct breaching his fiduciary duties to Wynn Resorts and jeopardizing Wynn Resorts' existing and prospective Nevada gaming licenses. Permitting Okada to now benefit from his alleged status as a non-resident defendant after his strong ties to and many advantages reaped from Nevada would be inequitable.

It is peculiar that even though Okada is purportedly a resident of Hong Kong, he strongly advocates that his deposition should occur in Tokyo, where he travels once a month to do business. (APP0124:14.) But, given the significant difficulties involved in taking a deposition in Japan, the reason for Okada's request becomes clear. *See, e.g., Dean Foods Co. v. Eastman Chem. Co.*, No. C 00 4379 WHO, 2001 U.S. Dist. LEXIS 25447, at *23–24 (N.D.Cal. Aug. 13, 2001) (noting "[t]he burden of procedures required to conduct a deposition in Japan are daunting"); *In re Vitamin Antitrust Litig.*, 2001 WL 35814436, at *6 (finding the steps required for taking depositions in Japan to be a burden and given the number of attorneys expected to attend the depositions, the size and availability of conference rooms, the court ordered the depositions of the Japanese defendants' 30(b)(6) witnesses and managing agents in Washington, D.C., rather than Japan). Moreover, as pointed out to the District Court, from a practical standpoint, the parties would be unable to take Okada's deposition in Tokyo or Osaka as the conference rooms in the United States consulate in either location would not accommodate the expected number of people who would attend his deposition. Thus, Okada's request is nothing more than a thinly-veiled disguise to prevent a just, speedy, and inexpensive (or most efficient) determination of this action.

Wynn Resorts presented these factors to the District Court. Rather than admit his Petition is based on nothing more than his displeasure with the District Court's discretionary decision, Okada argues that the District Court applied some made up rule, and cast aside the Nevada Rules of Civil Procedure without regard for the facts of this case. This argument is a falsehood Okada created to delay his deposition in this case. In any event, even if the Court finds that the District Court relied on the wrong reasoning, the result was correct and should not be disturbed. *See, e.g., Attorney Gen. v. Bd. of Regents*, 114 Nev. 388, 403, 956 P.2d 770, 780 (1998); *Hotel Riviera, Inc. v. Torres*, 97 Nev. 399, 403, 632 P.2d 1155, 1158 (1981).

C. The District Court Did Not Abuse Its Discretion in Ordering a Ten Day Deposition.

With regard to the length of his deposition, it is unclear what action Okada is actually requesting from this Court. Okada knows he cannot ask this Court to set the length of his deposition because that would require this Court to supplant the District Court's discretion with its own without an intimate knowledge of the facts, the procedural history, the parties, or their counsel. Yet, Okada seems to argue that ten days of a deposition is too long for him. In other words, Okada is asking for a bright line discovery rule that no other court has made and is altogether unworkable.

Okada demands the District Court's decision be vacated because the reasons for setting the length of his deposition "do not withstand scrutiny."¹⁴ (Pet., 21). However, the Rules of Civil Procedure expressly permit the District Court to grant

¹⁴ Okada makes much ado that he is "aware of no reported cases from any federal or state court ordering a deposition to last anywhere near 10 days." (Pet., 20). Okada does not cite any case law for the proposition that the District Court was required to find another case permitting the same length nor do the Rules of Civil Procedure state this requirement. It is likely that Okada is unaware of another similar case because of the extraordinary facts presented here or because normally counsel simply agree to the reasonable request. *See Braxton v. U.P.S., Inc.*, 806 F. Supp. 537, 538 (E.D. Pa. 1992) (noting that Plaintiff underwent a ten-day deposition); *In re Rothstein Rosenfeldt Adler, P.A.*, No. 11-61338-CIV, 2012 WL 949787, at *1 (S.D. Fla. Mar. 20, 2012) (noting the court ordered a second ten-day deposition of the central figure in the case).

1 additional time to fairly examine a deponent upon good cause and courts routinely
2 find good cause where an interpreter is needed and the examination involves multiple
3 parties.

4 Okada is correct that generally, "*unless otherwise authorized by the court* or
5 stipulated by the parties, a deposition is limited to one day of seven hours."
6 NRCP 30(d)(1) (emphasis added). For Okada, the analysis ends here. But, the very
7 next sentence in Rule 30(d)(1) provides, "The court . . . *must* allow additional time
8 consistent with Rule 26(b)(2) if needed to fairly examine the deponent."
9 NRCP 30(d)(1) (emphasis added). Thus, upon good cause, courts routinely grant
10 additional time to examine a deponent. *See, e.g., USF Ins. Co. v. Smith's Food &*
11 *Drug Centers, Inc.*, No. 2:10-CV-01513-RLH, 2012 WL 1106939, at *3 (D. Nev.
12 Apr. 2, 2012); *Cohan v. Provident Life & Accident Ins. Co.*,
13 No. 2:13-CV-00975-LDG, 2014 WL 4231238, at *2 (D. Nev. Aug. 26, 2014).

14 Ultimately, a district court's good cause determination is "fact specific."
15 *Carmody v. Vill. of Rockville Ctr.*, No. CV05-4907(SJF)(ETB), 2007 WL 2177064,
16 at *2 (E.D.N.Y. July 27, 2007). Good cause is certainly established based upon a
17 deponent's need to utilize the services of an interpreter, as well as the need of multiple
18 parties to be provided adequate time to question a witness. *See* Advisory Comm.
19 Notes to 2000 Amendments to Fed. R. Civ. P. 30. It is not uncommon for depositions
20 involving the use of interpreters and translators to be significantly extended.¹⁵ *See*
21 *Boston Scientific Corp. v. Cordis Corp.*, No. 03-CV-5669 JW (RS), 2004
22 WL 1945643, at *3 (N.D. Cal. Sept. 1, 2004); *see also In re Republic of Ecuador*,
23 No. C-10-80225 MISC CRB, 2011 WL 736868, at *5 (N.D. Cal. Feb. 22, 2011).
24 Moreover, courts have granted additional time for depositions involving examination
25

26
27 ¹⁵ Okada's proposal that depositions requiring an interpreter are only increased
28 by a factor of two or less finds no support in law. The cases Okada relies upon do not
espouse any bright-line rule. Rather, the cases only prove that the inquiry is
fact-intensive.

1 of a deponent by multiple parties. *See Schmidt v. Levi Strauss & Co.*, No. C04-01026
2 (RMW)(HRL), 2006 WL 2192054 (N.D. Cal. 2006).

3 Contrary to Okada's assertion, the District Court's decision was not a capricious
4 act; rather, it was based upon the multiple parties who intend to examine Okada, the
5 scope of the deposition given the claims and many allegations in the answer and
6 counterclaim (most of which are about Okada's acts, thoughts, beliefs, and
7 arguments), and the practical reality of complicated depositions that involve
8 interpreters and translations.

9 Okada's concerns regarding duplication of questions amongst counsel and
10 claims of harassment are baseless. Each party has a different interest in examining
11 Okada, and each party is entitled to examine Okada related to those interests, claims,
12 and defenses. The ordering of a ten-day deposition was designed to permit an inquiry
13 into all of the relevant allegations, and to compensate for the undoubtedly complex
14 translation issues that will arise, just as they arose in the limited deposition in the
15 Books and Records proceeding. In any event, Okada's "concerns" are insufficient to
16 warrant the vacating of the District Court's order. Rather, the Rules of Civil
17 Procedure provide a mechanism that addresses Okada's concerns. Specifically, at any
18 time during his deposition, Okada may move to terminate if it is being conducted in
19 bad faith or in a manner that unreasonably annoys, embarrasses, or oppresses him.
20 *See* NRCP 30(d)(3). Clearly, this approach is better practice than vacating the District
21 Court's order based upon Okada's speculative and baseless concerns.

1 **V. CONCLUSION**

2 For all the reasons stated above, Petitioner's request for a writ of prohibition or
3 mandamus should be immediately rejected.

4 DATED this 21st day of July, 2015.

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1 **CERTIFICATE OF COMPLIANCE**

2 I hereby certify that this brief complies with the formatting requirements of
3 NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style
4 requirements of NRAP 32(a)(6) because this brief has been prepared in a
5 proportionally spaced typeface using Office Word 2007 in size 14 font in
6 double-spaced Times New Roman.

7 I further certify that I have read this brief and that it complies with the page or
8 type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief
9 exempted by NRAP 32(a)(7)(C), it is proportionately spaced, has a typeface of
10 14 points or more and 10,556 words.

11 Finally, I hereby certify that to the best of my knowledge, information and
12 belief, it is not frivolous or interposed for any improper purpose. I further certify that
13 this brief complies with all applicable Nevada Rules of Appellate Procedure, in
14 particular NRAP 28(e)(1), which requires that every assertion in this brief regarding
15 matters in the record to be supported by appropriate references to the record on
16 appeal. I understand that I may be subject to sanctions in the event that the
17 accompanying brief is not in conformity with the requirements of the Nevada Rules
18 of Appellate Procedure.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

KAZUO OKADA,

Petitioner-Defendant,

vs.

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

Respondents,

and

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

Real Parties in Interest.

Case Number: 68310

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I. INTRODUCTION

The district court improperly “suspended” a Nevada Rule of Civil Procedure and applied two erroneous legal principles in denying Petitioner and defendant Kazuo Okada’s Motion for a Protective Order regarding Wynn Resorts, Ltd.’s (“WRL”) notice of a 10-day deposition in Las Vegas.

Mr. Okada is a resident of Hong Kong, and the principal place of his business is in Tokyo, Japan. In ordering him to be deposed in Nevada for 10 days, the district court rejected caselaw from across the country and the Nevada Civil Practice Manual’s statement that the deposition of a foreign defendant is presumed to be located near the defendant’s residence or principal place of business because defendants do not choose the forum of the litigation. Absent good reasons to overcome the presumption, defendants should not be burdened with travel solely for the convenience of the plaintiff. The district court, however, ignored these governing principles and, without any analysis of the facts or the burden on Mr. Okada, ordered him to appear in Nevada based solely on its self-created “general rule” that all defendants must appear in Nevada for depositions. APP0351; APP0361.

As to the length of the deposition, the district court “suspended” NRCP 30(d)(1), which plainly provides that depositions are presumptively limited to one day of seven hours, stating that the “[o]ne day rule hasn’t applied in my court since

it passed. I've suspended it in every case.” APP0349. Again, without any explanation or precedent, the district permitted WRL's 10-day deposition.

The district court's legal errors caused clear harm to Mr. Okada, but rather than addressing those errors, WRL devotes its Answer to arguing a point not in dispute – that the district court had discretion to resolve the issues regarding the location and length of Mr. Okada's deposition. Discretion, however, does not mean that a court can do what the district court did here – ignore the governing legal principles that must guide its discretion. *Goodman v. Goodman*, 68 Nev. 484, 489, 236 P.2d 305, 307 (1951).

Mr. Okada's Petition presents straightforward legal questions for this Court's review. WRL seeks to distract this Court from those issues by misstating Mr. Okada's positions, baselessly impugning Mr. Okada's integrity, and offering self-serving mischaracterizations of the record below.

- WRL claims that Mr. Okada seeks “bright line rules,” when WRL is well aware that Mr. Okada urges only that presumptions ignored by the district court should apply.
- WRL claims that Mr. Okada “does not want to have to answer under oath,” Answer at 12, when WRL is well aware that Mr. Okada is perfectly willing to testify under oath at the appropriate location and with reasonable time limits, as he stated to the district court and in his Petition.

- WRL claims that Mr. Okada's effort to locate the deposition in Tokyo attempts to take advantage of Japan's restrictions on U.S. depositions, when WRL is well aware that Mr. Okada offered in the district court and in his Petition to appear at his principal residence in Hong Kong to avoid any potential inconvenience to WRL's counsel.
- WRL even claims that Mr. Okada argues that the district court was required to order a one-day deposition, when WRL is well aware that Mr. Okada proposed a three-day deposition.

Vituperative hyperbole, misstatements and mischaracterizations do not address the legal issues presented in Mr. Okada's Petition. The district court committed legal errors that are clear, unjustifiable and cannot be corrected by post-judgment appeal. Accordingly, Mr. Okada respectfully requests that this Court grant the writ and instruct the district court to resolve his motion for a protective order under the appropriate legal principles.

II. ARGUMENT

A. Writ Relief is Warranted

Mr. Okada's Petition ("Pet.") argues that writ relief is warranted because he has no adequate post-adjudication appellate remedy for the district court's errors, since the harm will be complete and incurable once he is forced to appear for the 10-day deposition in Nevada. Pet. at 9-10. In response, WRL claims that the only

discovery orders amenable to writ review are blanket discovery orders without regard to relevance and orders requiring the disclosure of privileged information. Answer at 14. But those are *examples* of the type of discovery orders that warrant writ review. Any order that threatens irreparable harm for which there is no “plain, speedy, and adequate remedy at law” is subject to writ review. *Club Vista Fin. Servs. v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249 (2012) (granting writ relief where district court ordered deposition of petitioner’s attorney); *Vanguard Piping v. Eighth Judicial Dist. Court*, 129 Nev. Adv. Op. 63, 309 P.3d 1017, 1019 (2013) (“[T]his court typically will not exercise its discretion to review a pretrial discovery order unless the order could result in irreparable prejudice, *such as* when the order is a blanket discovery order or an order requiring disclosure of privileged information.”) (emphasis added).

WRL does not rebut Mr. Okada’s contention that he will have no appellate remedy for the district court’s errors if forced to appear for a 10-day deposition in Las Vegas now. Instead, WRL dismisses the harm to Mr. Okada as an insignificant complaint about jet lag from a man who WRL speculates travels frequently. Answer at 15. In reality, WRL’s deposition notice would require Mr. Okada to spend *three weeks* in a foreign country half-way around the world where he does not speak the language – all for a lawsuit that he did not initiate. This level of disruption to his life and his business constitutes real harm that will occur now

unless the Petition is granted and cannot be corrected by post-adjudication appellate review.

Writ review is warranted for a second reason: “the issues are novel and important to Nevada jurisprudence, and those issues might avoid appellate review were [the Court] not to consider them now.” Pet. at 9 (citing *Rock Bay, LLC v. Eighth Judicial Dist. Court*, 129 Nev. Adv. Op. 21, 298 P.3d 441, 445 (2013)); *id.* at 10-11. Nor will similar orders in future cases ever be amenable to appellate review. *Id.* at 11. WRL tries to distinguish *Rock Bay* because it addressed a “*post-judgment*” discovery order. Answer at 16 n.9 (emphasis in original). But WRL misses the point – writ review was necessary there because the *discovery order* was “not substantively appealable,” not merely because it involved post-judgment discovery. *Rock Bay*, 129 Nev. Adv. Op. 21, 298 P.3d at 445. The same goes for the deposition order here – if not reviewed now, it will be “not substantively appealable.”

WRL argues without citing any support that “[t]here is nothing important nor novel about the location and length of [Mr. Okada’s] deposition that warrants the attention of the State’s highest court.” Answer at 16-17. But, the presumption that foreign defendants should be deposed near their residence or place of business exists precisely because courts are wary of imposing substantial and undue burdens

on defendants as witnesses.¹ The district court's rules, if they become the law in Nevada, may substantially increase the burden and risk to foreign businesses investing in and doing business in Nevada.

Finally, WRL argues that writ relief is inappropriate because (1) the Petition "is based upon nothing more than [Mr. Okada's] disagreement with the District Court's reasonable determination that the circumstances here warrant a certain location and length for his deposition," Answer at 15, and (2) granting relief will invite a flood of petitions for routine discovery orders. *Id.* at 13. Neither is true. The Petition is not based on a mere disagreement with the district court's result; it is based on the application of the wrong legal principles to reach that result. Pet. at 1. And there is no reason to believe that requiring the district court to apply the appropriate legal principles will lead to a flood of petitions based on truly discretionary rulings.

¹ Pet. at 16-17 (citing *Societe Nationale Industrielle Aerospatiale v. United States Dist. Court for S. Dist. of Iowa*, 482 U.S. 522, 546 (1987) ("American courts, in supervising pretrial proceedings, should exercise special vigilance to protect foreign litigants from the danger that unnecessary, or unduly burdensome, discovery may place them in a disadvantageous position.") and *In re Outsidewall Tire Litig.*, 267 F.R.D. 466, 471 (E.D. Va. 2010) ("[I]nsofar as a foreign defendant may be more inconvenienced by having to travel to the United States than a defendant who merely resides in another state or in another judicial district, the presumption that the deposition should occur at a foreign defendant's place of residence may be even stronger.")).

B. The District Court Erred by Applying Its Own “General Rule” that Defendants Must Appear for Deposition in Nevada

1. The District Court Ignored the Well-Established Presumption in Favor of Deposing Defendants Where They Live or Work

According to the district court, its ruling that Mr. Okada must come to Nevada for his deposition was based on “*my general rule*, [which] is that the defendant shows up . . . in the state of Nevada.” APP0361 (emphasis added). The court “presumed the defendant will appear for deposition in the state of Nevada.” APP0351. WRL argues that the district court did not employ “a rule created out of thin air,” Answer at 17, but that is exactly what it is. Indeed, if the district court’s “general rule” was the law, WRL surely would have advocated for it and cited cases in support when opposing Mr. Okada’s motion for a protective order below, but it did not. Pet. at 7; APP0201.

Rather, the cases cited by both sides acknowledge that there is a presumption that defendants should be deposed where they live, or, in the case of corporate representatives, at the location of its principal place of business, unless the party seeking the deposition demonstrates why a different result is warranted. Pet. at 13-16 (citing cases); NEVADA CIVIL PRACTICE MANUAL § 16.06[2] (Lexis Nexis 5th ed. 2014) (“As a general rule, barring a court order to the contrary (for reasons of demonstrated hardship of one of the parties, etc.), depositions . . . of a defendant (and in the case of a corporate defendant, the corporation’s employees and other

representatives) *must be taken at the defendant's place of residence or princip[al] place of business.*") (emphasis added) (citing 7 MOORE'S FEDERAL PRACTICE § 30.20[1][b][ii] (Matthew Bender 3d ed. 2014)).²

The district court, however, did not start with a presumption that Mr. Okada should be deposed where he lives or works, nor did it require WRL to demonstrate

² WRL cites a number of cases in which foreign defendants were deposed in the forum, but none of them actually support the district court's ruling. Many of them specifically acknowledged the presumption but found it overcome based on a careful analysis of the facts. *SEC v. Banc de Binary*, 2014 WL 1030862, *3 & n.7 (D. Nev. Mar. 14, 2014); *Foley v. Loeb*, 2007 WL 132003, *1 (D.R.I. Jan. 16, 2007); *In re Vitamin Antitrust Litig.*, 2001 WL 35814436, *4 (D.D.C. Sept. 11, 2001); *Custom Form Mfg. v. Omron Corp.*, 196 F.R.D. 333, 336 (N.D. Ind. 2000); *Paleteria La Michoacana, Inc. v. Productos Lacetos Tocumbo S.A.*, 292 F.R.D. 19, 22 (D.D.C. 2013); *Maggard v. Essar Global Ltd.*, 2013 WL 6158403, *4 (W.D. Va. Nov. 25, 2013), *objections overruled*, 2013 WL 6571940 (W.D. Va. Dec. 13, 2013). One did not acknowledge the presumption but still only ordered the defendant's representative to come to the forum based on an analysis of the facts, including that the defendant was the country of Iran and the court was concerned that ordering and then managing a deposition in Iran would be "an intrusion . . . on Iran's sovereignty." *McKesson Corp. v. Islamic Republic of Iran*, 185 F.R.D. 70, 81 (D.D.C. 1999). Other cases cited by WRL denied that the presumption is really a presumption, but still acknowledged that there is a "general rule that facilitates determination when other relevant factors do not favor one side over the other." *New Medium Techs. LLC v. Barco N.V.*, 242 F.R.D. 460, 466 (N.D. Ill. 2007); *Delphi Auto. Sys. LLC v. Shinwa Int'l Holdings LTD*, 2008 WL 2906765, *2 (S.D. Ind. July 23, 2008). Despite the difference in semantics, these courts still conducted a careful analysis of the facts before requiring the defendant to be deposed in the forum. Other cases cited by WRL involved the depositions of *plaintiffs*, not defendants. *Cadent Ltd. v. 3M Unitek Corp.*, 232 F.R.D. 625, 627-28 (C.D. Cal. 2005); *Hyde & Drath v. Baker*, 24 F.3d 1162, 1166 (9th Cir. 1994); *El Camino Res. Ltd. v. Huntington Nat'l Bank*, 2008 WL 2557596, *1 (W.D. Mich. June 20, 2008). Finally, in one case the court did not acknowledge the presumption, but the case that it relied on clearly did so. *Fin. Gen. Bankshares v. Lance*, 80 F.R.D. 22, 23 (D.D.C. 1978) (citing *Connell v. Biltmore Sec. Life Ins. Co.*, 41 F.R.D. 136, 137 (D.S.C. 1966)).

why a different result was warranted. It did not even analyze any of the relevant factors identified in the cases. It simply decreed that *its* “general rule” is that *defendants* are deposed in Nevada and, therefore, Mr. Okada should be deposed in Nevada.

By failing to apply the correct legal principles that should have guided its discretion, the district court abused its discretion. *Goodman v. Goodman*, 68 Nev. 484, 489, 236 P.2d 305, 307 (1951) (“[E]ven within the area of discretion where the court’s discernment is not to be bound by hard and fast rules, its exercise of discretion in the process of discernment may be guided by such applicable legal principles as may have become recognized as proper in determining the course of justice. A clear ignoring by the court of such established guides, without apparent justification, may constitute abuse of discretion.”); *AA Primo Builders, LLC v. Washington*, 126 Nev. Adv. Op. 53, 245 P.3d 1190, 1197 (2010) (“While review for abuse of discretion is ordinarily deferential, deference is not owed to legal error.”).

Against this record of clear legal error, WRL offers a host of arguments to try to salvage the district court’s ruling. None of them have any merit.

2. *The District Court Has Discretion But Did Not Properly Exercise It*

WRL claims that Mr. Okada “invites this Court to take away the District Court’s broad discretion in discovery,” and even frames the “issue presented” as

[d]oes the District Court have the discretion to order the deposition of a non-resident to occur in Nevada.” Answer at 13, 1. However, there is no dispute that the district court has discretion to manage discovery issues, including this one. The issue presented is whether the district court *abused* its discretion by failing to apply the correct legal principles that should guide its discretion.

To similar effect is WRL’s claim that Mr. Okada “advocates for a bright line rule that depositions of non-resident defendants must be held where he or she resides.” Answer at 12. In fact, Mr. Okada advocates for the opposite of a bright line rule – a “presumption.” Pet. at 1-2, 12-17. Thus, Mr. Okada asks this Court only to “instruct the district court to resolve [his motion for a protective order] based on the correct legal standards.” *Id.* at 3, 22.

WRL then argues that the district court properly exercised its discretion. But, the court offered no analysis of the relevant factors that should have guided its discretion, or any other reasoning, as it must. Nonetheless, WRL makes the unsupported assumption that the district court must have “exercised its discretion based upon the circumstances of the case.” Answer at 17.³ We respectfully submit

³ WRL’s assumption that the district court must have ruled with an appropriate exercise of discretion based on its knowledge of the relevant facts and circumstances stands in marked contrast to its own recent writ petition challenging the district court’s ruling that certain documents requested in discovery were reasonably calculated to lead to the discovery of admissible evidence. WRL Petition for Writ of Prohibition or Alternatively, Mandamus, Supreme Court Case No. 68439 (July 20, 2015) at 11 (accusing the district court of ordering discovery

that this Court must take the district court at its word, not credit it with considering factors without any evidence that it actually did so. *State v. Rincon*, 122 Nev. 1170, 1177, 147 P.3d 233, 238 (2006) (“Rincon asks this court to speculate that the district court found that the police officer’s testimony that Rincon crossed the lines of the roadway was not credible and was, in fact, inconsistent with the videotape evidence of his driving. We decline to speculate about the factual inferences drawn by the district court.”); *Maxwell v. Stanley*, 57 So.3d 1193, 1196 (La. App. 2011) (“We cannot assume that a trial court considered factors based simply on the fact there may be evidence in the record that would have allowed it to do so.”).

3. *The District Court Did Not Reach the Right Result*

WRL argues at length that despite the district court’s absence of reasoning, its outcome was correct. Answer at 2-11, 21-23. But, respectfully, this Court should not assume that the district court would have reached a particular result had it applied the correct legal standards. Instead, the writ should issue to direct the district court to exercise its discretion based on the correct legal standards. *Club Vista Fin. Servs. v. Eighth Judicial Dist. Court*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 250-51 (2012) (“[A]s the district court did not consider the pertinent factors for resolving the motion for a protective order, we grant the writ in part and direct the district court to reconsider the motion in light of the *Shelton* factors and this

“without regard to how the actual requests relate to the subject matter of the action”). WRL cannot have it both ways.

opinion.”); *Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 568 (1993) (holding that trial court ruled “based upon an incorrect legal standard” and thus “remand[ing] for a proper analysis by the trial court”).⁴

In any event, WRL’s claims that the district court reached the right result are simply wrong. Each one is manufactured from a silent record. *First*, WRL chose to ignore the district court’s fundamental abuse of discretion, refusing to recognize the rationale behind the presumption – a defendant generally should not be forced to travel to a forum he or she did not choose. Pet. at 13-16.

Second, WRL complains that Mr. Okada has not sufficiently established that the deposition notice would inflict an undue burden. Answer at 18. It should be obvious that requiring a person to travel to a foreign country half-way around the world where he does not speak the language for *three weeks* constitutes a significant burden, particularly for the Chairman of a very large publicly traded

⁴ WRL claims that “even if the Court finds that the District Court relied on the wrong reasoning, the result was correct and should not be disturbed.” Answer at 24. But the cases it relies on for this harmless error argument are inapposite because they did not involve matters requiring an exercise of discretion by the trial court. *Del Papa v. Bd. of Regents*, 114 Nev. 388, 402-03, 956 P.2d 770, 780 (1998) (the district court held that Board had not violated the Open Meetings Law; the Supreme Court disagreed but held that the only possible remedy (an injunction) was not appropriate in the circumstances and therefore affirmed the result); *Hotel Riviera, Inc. v. Torres*, 97 Nev. 399, 400, 632 P.2d 1155, 1156-57(1981) (the district court held that a covenant not to compete in an employment contract was unreasonable; the Supreme Court held that the covenant had not been triggered in the first place and therefore affirmed without addressing the reasonableness of the covenant).

company in Japan. Whether that burden is due or undue is a matter for the district court to determine on remand.⁵

Third, WRL complains that the district court will be unable to resolve disputes if the deposition is in Asia. Answer at 22. WRL points only to the time difference, but ignores what the district court actually said on this point, specifically referencing Hong Kong: “I’m aware of the time zone challenges. That’s not the issue that concerns me.” APP0355.⁶

Fourth, WRL misleads the Court by accusing Mr. Okada of trying to locate the deposition in Japan for tactical advantage: “[G]iven the significant difficulties involved in taking a deposition in Japan, the reason for Okada’s request becomes clear.” Answer at 23. Mr. Okada “wants to travel to Japan so as to enlist its restrictive sovereignty over depositions.” *Id.* at 15. But, Mr. Okada has offered, both in the district court and in his Petition, to be deposed where he resides in Hong Kong if the procedures required in Japan are too burdensome for WRL’s counsel. APP0236; Pet. at 14 n.5. WRL’s concerns about the difficulties of

⁵ WRL states in a footnote that “ten days in Las Vegas should not interfere much” with Mr. Okada’s work schedule. Answer at 15 n.8. The district court’s order requires Mr. Okada to testify for at least 10 business days. As Mr. Okada observed in his Petition, the realities of international travel, combined with the need to rest and to prepare for testimony, would require Mr. Okada to be away from his home and business for *three weeks*, not 10 days. Pet. at 9 n.2. WRL ignores this point.

⁶ The end of the district court’s calendar is at 4:00 p.m., when it is 7:00 a.m. in Hong Kong and 8:00 a.m. in Tokyo. The court could hold a conference at that time each day to resolve any issues that require its involvement.

conducting the deposition in Japan are grossly exaggerated, APP0356, but Mr. Okada's offer of a reasonable alternative avoids those issues altogether and demonstrates that his position, unlike WRL's, is not tactical.⁷

Finally, WRL identifies no harm that it will suffer from holding the deposition in Asia. It complains only that it will cost more for its lawyers to travel to Asia than for Mr. Okada to travel to Nevada, Answer at 21, but that is simply not a credible factor for a billion dollar plaintiff like WRL, particularly given the high stakes in this litigation.⁸ Thus, WRL has identified no prejudice that it will

⁷ Rather than address the legal issues before the Court, WRL chooses instead to riddle its Answer with accusations of sinister motivations by Mr. Okada, and insults to him and his lawyers. WRL's apparent strategy is to attempt to convince the Court with vituperative rhetoric, not the law. Answer at 1 (Okada "tries to shirk" his obligations), 2 (Okada "simply refused to be candid or forthright"), 4 ("Okada opted to play games"), 4 ("Okada hid behind his companies"), 7 (WRL "repeatedly followed up with Okada, but the request was pushed aside"), 8 ("Okada sat on his hands for a month), 8 ("evasive conduct"), 8 ("Okada opted for coy rather than courtesy"), 12 (Okada "does not want to have to answer under oath the questions he refused to answer when his fellow Board members inquired"), 12 ("Okada hopes to hide out in Hong Kong or Japan"), 16 ("Apparently believing the location and length of a deposition should be afforded similar respect (or at least feigning that he believes so to delay his deposition further)"), 22 ("Okada cannot run from this forum, and should not be permitted to do so at his whim."), 23 ("Okada's request is nothing more than a thinly-veiled disguise to prevent a just, speedy, and inexpensive (or most efficient) determination of this action."), 24 ("This argument is a falsehood Okada created to delay his deposition in this case.").

⁸ WRL brought this lawsuit to ratify its seizure and redemption of Aruze's stock in WRL, which was then valued at nearly \$3 billion. And, just last week, WRL disclosed that its net revenue for the second quarter of 2015 exceeded \$1 billion. See Reply Appendix ("RAPP") 0531, RAPP0536.

suffer from conducting the deposition in a location convenient to Mr. Okada, instead of one convenient to WRL. Further, the district court made no finding of harm to WRL at all.

4. *Mr. Okada's Contacts with Nevada Do Not Justify the District Court's Order*

WRL tries mightily to suggest that Mr. Okada's contacts with Nevada are deep and pervasive. Answer at 22. But even if that were the case, it would not change the fact that the district court failed to properly apply the law – as a defendant, Mr. Okada is entitled to be deposed where he lives or works unless the plaintiff can justify a different result.

In any event, WRL's claims are baseless. It emphasizes Mr. Okada's business contacts with Nevada while a director of WRL, Answer at 9, but it does not – and cannot – claim that he currently travels to Nevada. Indeed, he has not been here since shortly after being forced out of WRL more than two years ago. That he remains licensed here, or that his company owns other businesses active here, does not mean that being forced to travel here for three weeks would be any less burdensome.⁹

⁹ As explained in the Petition, Mr. Okada's primary business responsibilities are as the Chairman of the Board of Universal Entertainment Corporation ("UEC"), a company headquartered in Tokyo. One of UEC's subsidiaries is Aruze USA, Inc. ("Aruze"), of which Mr. Okada is an officer and director. Aruze held the stock in WRL that WRL unilaterally "redeemed" in February 2012, which gave rise to this lawsuit. UEC's principal place of business is unquestionably in Japan, but the

WRL also discusses at length a different, irrelevant lawsuit (the “Books and Records case”) filed in the district court by Mr. Okada against WRL while he was still a director, before WRL filed this lawsuit. That case involved Mr. Okada’s efforts to obtain access to certain documents that the company was wrongly withholding from him in his capacity as a director, a position he left in February 2013. APP0004. Unsurprisingly, therefore, there has been no activity in the Books and Records case since that time. RAPP0545, RAPP0550.

WRL’s emphasis on the fact that this litigation was “coordinated” with the Books and Records case in 2012 is, at best, misleading. WRL did not issue a notice of deposition in the Books and Records case; it issued the notice in this case. And, WRL already deposed Mr. Okada in the Books and Records case, before it went dormant. WRL’s claim that the deposition of Mr. Okada in the instant lawsuit is part of the Books and Records case is inaccurate on its face. They are two different lawsuits, brought by different plaintiffs, for different purposes. The so-called “coordination” does not impact the legal issues raised in this Petition – the district court’s refusal to apply recognized presumptions, and its refusal to follow the Nevada Rules of Civil Procedure.

original Counterclaim filed by UEC and Aruze states in error that Aruze’s principal place of business is in Las Vegas. As Mr. Okada stated in his Petition, that error will be corrected – Aruze’s actual principal place of business is in Tokyo. Pet. at 14 n.5.

C. The District Court Erred by Refusing to Apply Rule 30(d)(1) Without Even Requiring WRL to Justify Its Demand for a 10-Day Deposition

1. The District Court Refused to Apply the Governing Legal Rules

NRCP 30(d)(1) provides that depositions are presumptively limited to one day of seven hours, and can be extended by the district court. But, WRL mischaracterizes the “issue presented” by Mr. Okada’s Petition as “[d]oes the district court have the discretion to grant additional time than that stated in NRCP 30(d)(1) to fairly examine a deponent?” Answer at 1. That is not the issue presented – district courts clearly have that discretion, and Mr. Okada has never suggested otherwise. The actual issue presented is whether that discretion was abused by the district court’s outright refusal to apply Rule 30(d)(1) and its refusal to require WRL to justify its request for a 10-day deposition. Pet. at 18-19.

Rather than address these issues, WRL argues that the one-day rule is “frequently extended by the federal courts in complex cases.” Answer at 12. WRL ignores the fact that in the district court and in his Petition, Mr. Okada proposed that a reasonable exercise of the district court’s discretion would be to order a three-day deposition because of the scope of the case and the interpretation issues. Pet. at 7; APP0135.

Next, WRL claims that Mr. Okada is asking for “a bright line discovery rule.” Answer at 24. But, Mr. Okada’s Petition stated only that “a proper

application of the principle embodied in Rule 30(d)(1) – that deposition time should be minimized rather than maximized – would have led the district court to order that the deposition proceed for far less than 10 days.” Pet. at 2. Mr. Okada noted that “this Court need not decide how long the deposition should be” and asked this Court to grant the writ petition to direct the district court to resolve Mr. Okada’s motion based on the correct legal standards. Pet. at 21, 22. No bright line rules are sought or needed.

WRL does not even try to defend the indefensible, outright refusal of the district court to apply Rule 30(d)(1) by arrogating to itself the right to “suspend” Nevada Rules of Civil Procedure at its discretion: “[O]ne day rule hasn’t applied in my court since it passed. I’ve suspended it in every case.” APP0349. Instead, WRL says “[i]t is well-known that more complex cases generally require time beyond the recently-enacted seven hour/one day rule; and the District Court candidly stated as much on the record.” Answer at 12. WRL mischaracterizes the district court’s position, which highlights the need for this Court to instruct the district courts (even business courts) that they are not free to disregard Rules of Civil Procedure with which they disagree.

2. The District Court’s Errors Were Not Harmless

WRL argues that the district court’s approval of a 10-day deposition was based on “good cause,” and thus should be upheld notwithstanding the district

court's failure to articulate any such cause. Answer at 25. As with the location issue, this argument should be rejected because it is not for this Court to exercise the necessary discretion in the first instance when the district court completely failed to do so as required by Nevada law. *Supra* at 11-12.

WRL does not address the fundamental underpinnings of NRCP 30(d)(1): this Court adopted the one-day rule precisely to “alleviate unduly prolonged depositions.” Pet. at 18. WRL further ignores the cases cited in Mr. Okada’s Petition stressing the examining lawyer’s obligation to be efficient and to prioritize. *Id.* at 20-21. Rather, WRL’s counsel told the district court that he does not want that burden, complaining about having to “leave questions on the table.” *Id.* at 22 (quoting APP0358). But that is exactly what this Court has required of litigants by adopting Rule 30(d)(1). A 10-day deposition is contrary to the fundamental goal of the rule, but the district court approved it without identifying any basis for permitting the “prolonged depositions” the rule eschews.

Moreover, WRL’s arguments in favor of a 10-day deposition have no merit. WRL argues that courts often grant additional time to examine a deponent. Answer at 25. But as noted above, that is not in dispute – the issue is how much additional time is warranted. The cases that WRL cites are illuminating because – with two immaterial exceptions addressed below – all of them allowed *far less* than the 10 days that the district court authorized here. *USF Ins. Co. v. Smith’s Food &*

Drug Ctrs., Inc. 2012 WL 1106939, *3 (D. Nev. Apr. 2, 2012) (authorizing *eight hours* of deposition time); *Cohan v. Provident Life & Accident Ins. Co.*, 2014 WL 4231238, *2 (D. Nev. Aug. 26, 2014) (authorizing *ten hours* of deposition time); *Carmody v. Vill. of Rockville Ctr.*, 2007 WL 2177064, *4 (E.D.N.Y. July 27, 2007) (authorizing *ten hours* of deposition time).

In his Petition, Mr. Okada repeated the assertion he had made to the district court that he is “aware of no reported cases from any federal or state court ordering a deposition to last anywhere near 10 days.” Pet. at 20; APP0135. WRL responds by claiming that the district court was not “required to find another case permitting the same length.” Answer at 24 n.14. Mr. Okada is not arguing that a court can only do something if another court has done it first. The point, however, is that WRL’s request is so extraordinary, so outside the norm, that no other court has ever done it. WRL has proven unable to rebut that.

WRL cited two cases that it suggested had approved 10-day depositions, but on examination neither one supports WRL’s position. Answer at 24 n.14. As to the first case, WRL failed to advise the Court that the “10-day deposition” was actually *29 separate depositions*, each lasting only a few hours, in lawsuits pending in state and federal courts throughout the country involving a notorious federal prisoner responsible for a Ponzi scheme that defrauded hundreds of investors before his firm entered bankruptcy. *In re Rothstein Rosenfeldt Adler, P.A.*, 2012

WL 463832, *2 (S.D. Fla. Feb. 13, 2012). In the second case, the court noted in passing that the plaintiff had given a 10-day deposition. *Braxton v. United Parcel Service, Inc.*, 806 F. Supp. 537, 538 (E.D. Pa. 1992). However, there was absolutely no discussion of the reasons for the length of the deposition in the court's opinion. Moreover, case filings show that the deposition was broken up into ten partial days to accommodate the deponent's work schedule – he was not deposed for 10 full days, as WRL seeks to do here. RAPP0511, RAPP0513.

WRL next argues that interpretation necessitates a 10-day deposition. Mr. Okada has consistently acknowledged that interpretation requires additional deposition time, and his Petition cites four cases increasing the time by a factor of two or less to account for interpretation. Pet. at 20 n.8.¹⁰ It is puzzling, then, that WRL claims that “Okada’s proposal that depositions requiring an interpreter are only increased by a factor of two finds no support in law.” Answer at 25 n.15.

¹⁰ The cases cited by WRL are not to the contrary. Answer at 25 (citing *Boston Scientific Corp. v. Cordis Corp.*, 2004 WL 1945643, *3 (N.D. Cal. Sept. 1, 2004) (granting an additional half-day of time, on top of five days already taken, where party produced substantial documents on the eve of prior deposition; interpretation not part of the analysis); *In re Republic of Ecuador*, 2011 WL 736868, *5 (N.D. Cal. Feb. 22, 2011) (allowing three days of deposition time for the key witness in a complex case who was to be examined by multiple parties and required interpretation)).

And, WRL can cite no case holding that interpretation requires extending a deposition by a factor of ten.¹¹

As for the multiple parties who intend to ask questions, WRL does not dispute that its counsel will do the vast majority of the questioning – counsel for the two separately represented parties (Mr. Wynn and Ms. Wynn) should question Mr. Okada about only one independent issue. Pet. at 21. Any questioning by those parties about other issues will be duplicative of WRL’s own questioning. WRL offers nothing to contest that, nor does Elaine Wynn in her separate brief.¹²

In sum, WRL offers nothing that justifies a 10-day deposition. If the district court had applied the correct principles in exercising its discretion, including the presumption implicit in Rule 30(d)(1) that depositions should be shorter rather than

¹¹ WRL makes much of the difficulties it perceived during its deposition of Mr. Okada in the separate Books and Records case discussed *supra* at 16. Many of the issues apparently stemmed from disputes over the accuracy of the interpretation, so much so that the lead interpreter hired by WRL was discharged during the deposition. Answer at 6. The same problems are unlikely to recur in this case, however, because the parties have agreed to a “Translation and Interpretation Protocol,” which the district court approved and entered just days ago. RAPP0515. The protocol should ensure jointly-selected, high quality interpreters and minimize interpretation disputes during depositions. Thus, interpretation does not justify a 10-day deposition.

¹² All of the individual parties are fully aligned with WRL except with regard to Ms. Wynn’s cross-claim against Mr. Wynn involving a stockholders’ agreement. In her brief, Ms. Wynn labors to make the issues involving the stockholders agreement sound vast and complex, but it is a single agreement, amended twice in ten years, with all three iterations totaling approximately 30 pages. APP0238. Mr. Okada has always acknowledged that Ms. Wynn is entitled to question him on this subject, but the notion that it should require a full day is very hard to understand.

longer, it should have ordered a deposition of far less than 10 days. The writ petition should be granted so that the district court can do so.

III. CONCLUSION

For the foregoing reasons, as well as those set forth in his Petition, Petitioner Kazuo Okada respectfully requests that this Court grant a writ of prohibition or mandamus to vacate the district court's erroneous denial of Mr. Okada's motion for a protective order and to instruct the district court to resolve that motion based on the correct legal standards.

DATED this 30 day of August, 2015.



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CERTIFICATE OF SERVICE

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

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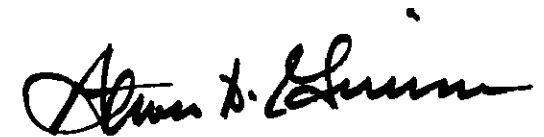
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A handwritten signature in black ink that reads "Valerie Larsen". The signature is written in a cursive style and is positioned above a horizontal line.

An Employee of Holland & Hart LLP



CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

WYNN RESORTS LIMITED

Plaintiff

vs.

KAZUO OKADA, et al.

Defendants
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CASE NO. A-656710

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

**HEARING ON ARUZE USA'S MOTION FOR PROTECTIVE ORDER
AND PLAINTIFF'S MOTION TO EXTEND STAY PENDING WRIT**

FRIDAY, SEPTEMBER 18, 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.
MAGALI CALDERON, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
ROBERT CASSITY, ESQ.
WILLIAM R. URGAS, ESQ.
COLBY WILLIAMS, ESQ.

1 LAS VEGAS, NEVADA, THURSDAY, SEPTEMBER 17, 2015, 8:44 A.M.

2 (Court was called to order)

3 THE COURT: Ready on Wynn-Okada. Apparently they're
4 not calling.

5 MR. PEEK: So I can stay here?

6 THE COURT: You can stay there.

7 Starting with Ms. Sinatra if we can identify
8 ourselves and come across the room.

9 MS. SINATRA: Kim Sinatra, Wynn Resorts.

10 THE COURT: Thank you.

11 MR. URGAS: William Urga on behalf of Elaine Wynn.

12 MS. CALDERON: Good morning, Your Honor. Magali
13 Calderon on behalf of Wynn Resorts and the director
14 defendants.

15 MR. PISANELLI: Good morning, Your Honor. James
16 Pisanelli on behalf of Wynn Resorts and the director
17 defendants.

18 MR. WILLIAMS: 'Morning, Your Honor. Colby Williams
19 on behalf of Steve Wynn.

20 MR. PEEK: And good morning, Your Honor. Stephen
21 Peek on behalf of the Aruze parties.

22 MR. CASSITY: Good morning, Your Honor. Robert
23 Cassity on behalf of the Aruze parties.

24 THE COURT: So can I ask a question. Mr. Peek, when
25 we've discussed rescheduling the appearance date for the

1 gentleman who's appearing as the 30(b)(6) I don't recall you
2 ever telling me it was because of a funeral. I recall you
3 telling me it was personal business, but I don't remember
4 anyone ever telling me it was for a funeral. Did I miss that
5 the last time we discussed this issue?

6 MR. PEEK: I think you did, Your Honor. I'd have to
7 go back and look at the transcript, but it was because --

8 THE COURT: Did you know it was for a funeral?

9 MR. PISANELLI: After the hearings that issue came
10 up.

11 THE COURT: Okay. If it's for a funeral, I'm going
12 to grant it every day of the week. All you've got to say, he
13 has to go to a funeral and as a result he can't leave for
14 another day or two after that.

15 MR. PEEK: Well, one of the issues that came up
16 during the course of that hearing was the -- your statement to
17 me is, will there be more than one witness, if there --

18 THE COURT: That was part of my question.

19 MR. PEEK: Yeah, that was part of it. Because I had
20 at least addressed Mr. Takeuchi's issue, and you said, well,
21 let me know what those issues are and I will then consider it
22 as to who the witness is.

23 THE COURT: All right.

24 MR. PEEK: So -- but we worked it out anyway.

25 THE COURT: Did you?

1 MR. PEEK: It's part of the stipulation, Your Honor.

2 THE COURT: So can I take that motion off calendar?

3 MR. PEEK: No, you cannot, Your Honor, because
4 there --

5 THE COURT: Darn.

6 MR. PEEK: You can take that part of the motion off
7 calendar which addresses the time, because we worked that out
8 over the course of the last couple of days.

9 THE COURT: When I was complimenting you on how well
10 we were doing and that we needed to send this to Justice
11 Hardesty.

12 MR. PISANELLI: That's the one.

13 MR. PEEK: That's the one, Your Honor. There were
14 actually three depositions that were the subject of that
15 stipulation.

16 THE COURT: Okay.

17 MR. PEEK: This was just one of the three. So that
18 topic with respect to my motion for protective order is
19 certainly off calendar.

20 THE COURT: Well, I'm so glad that everybody was
21 able to do the right thing by recognizing.

22 MR. PEEK: And I think that Mr. Pisanelli did
23 recognize that issue with respect to --

24 THE COURT: And you're going to compliment him two
25 days in a row, so he's going to order two transcripts.

1 MR. PISANELLI: There's going to be two frames I
2 need for my office.

3 THE COURT: Okay. So let's go to the rest.

4 MR. PEEK: Your Honor, we want to give credit where
5 credit is due.

6 THE COURT: Okay. So I want to start on the
7 protective order, then I want to go to your motion to stay,
8 then I want to go to your update on the documents that you
9 were going to give. You had a homework assignment; right?

10 MR. PISANELLI: We did?

11 THE COURT: Aspirational goals, where we were. You
12 were going to give me some more information today.

13 MR. PISANELLI: I apologize, Your Honor. I didn't
14 know that you were expecting that today. Ms. Spinelli is out
15 of town. I am certainly willing to do that. No way we go
16 forward without her input on this. And my only point is this.
17 I can give you a status report, I'll give you what you need
18 with our best aspirational goal, and I'll ask the same of the
19 Okada parties. Just last night and the day before we entered
20 into something --

21 THE COURT: No, no, no. No. I asked you yesterday
22 if you could give me -- you told me you couldn't give me that
23 information, and I said, can you look at it overnight and tell
24 me tomorrow. And so you're telling me you can't tell me
25 today.

1 MR. PISANELLI: I misunderstood you. I didn't
2 expect that.

3 THE COURT: Okay. It's all right. Sometimes
4 teachers give out homework assignments students don't
5 understand. And so we're going to keep at it.

6 MR. PISANELLI: And can I expect the same from the
7 Okada parties? Just yesterday we received an email that
8 denied that they had ever committed to an aspirational goal.
9 It's a little shocking to us, since we talked about it in this
10 courtroom. And so I imagine, Your Honor, if there's an
11 aspirational goal for one party, as we've all understood,
12 there's an aspirational for the other.

13 THE COURT: Well, we all have aspirational goals,
14 because if I give you hard deadlines you never meet them.

15 So let's go to the motion for protective order
16 first.

17 MR. PEEK: Thank you, Your Honor. And I'll address
18 the other issue in the motion for stay.

19 THE COURT: Well, I'm trying to finish my bench
20 trial, so I'm trying to push you guys. You've noticed
21 nobody's gotten a reply argument yet today.

22 MR. PISANELLI: Your Honor, before we start, so I
23 don't misunderstand you a second time, how do you want us
24 collectively to handle the aspirational goal to you?

25 THE COURT: I'm going to tell you that after I rule

1 on your motion for stay --

2 MR. PISANELLI: Okay.

3 THE COURT: -- since you don't have the answer from
4 my homework assignment.

5 MR. PISANELLI: Okay.

6 THE COURT: So I'm going to have to approach it from
7 a different tack.

8 MR. PISANELLI: Okay.

9 THE COURT: You're up, Mr. Peek, on your motion for
10 protective order.

11 MR. PEEK: Yes, Your Honor. And there certainly is
12 an issue that has been raised now that the Court has entered
13 an order on my previous motion for protective order with
14 respect to the topics upon which the PMK of Aruze USA will be
15 examined. The Court did enter an order yesterday -- actually
16 the day before yesterday, my apologies, and did adopt the
17 proposed order of the Wynn parties. And it still,
18 respectfully, Your Honor, does raise questions in my mind that
19 -- I don't want to run afoul during the course of the
20 deposition of my 30(b)(6) witness.

21 THE COURT: The primary difference between your
22 order and their order was the language related to the inquiry
23 about facts that related to certain claims for relief.

24 MR. PEEK: And I understand that, Your Honor. And
25 that's what I want to address. When we made our objections in

1 our -- well, through the I guess submission of our order we
2 did point out to the Court that there is little, if no,
3 difference between a statement of testify on the factual basis
4 for your twenty-ninth affirmative defense, let's say, and now
5 it's reversed to say, the facts and circumstances surrounding
6 your twenty-ninth affirmative defense.

7 THE COURT: No. I anticipate that Mr. Pisanelli or
8 whoever is asking the question -- if the twenty-ninth
9 affirmative defense, for instance is an issue related to
10 setoff, they will ask questions as to why you think you're
11 entitled to a setoff promise.

12 MR. PEEK: Okay.

13 THE COURT: The subject matter, not the --

14 MR. PEEK: I understand, Your Honor. It is subject
15 matter. I don't want to create an issue where none exists, so
16 if the question is, why do you think you're entitled to an
17 offset or setoff, as you say, Your Honor, that really does go
18 to, if you will, the factual basis for that affirmative
19 defense. And so I don't want to create tension within the
20 30(b)(6) where none should exist. So I guess what I'm trying
21 to understand is gaining some clarity from the Court so that I
22 don't have this tension during the course of a 30(b)(6)
23 deposition. Because one where you say the factual basis shall
24 be by interrogatory and one where you say the facts and
25 circumstances that give rise to your twenty-ninth affirmative

1 defense, let's say --

2 THE COURT: Well, here's what my thinking was, just
3 so we're clear, and the reason I adopted the order that was
4 phrased the way it was. I do not think it is fair even to a
5 30(b)(6) deposition witness to ask them what the legal facts
6 and bases for the twenty-ninth affirmative defense are.
7 However, if the twenty-ninth affirmative defense is, for
8 instance, unclean hands, they are perfectly entitled to
9 inquire related to the facts and circumstances that support
10 the claim for unclean hands. But I don't think it's fair to
11 frame it as a contention interrogatory, which is, tell me all
12 the facts and circumstances that support your twenty-ninth
13 affirmative defense. Because that's not fair to a witness.
14 But if the witness is being presented to address the issues
15 related to the unclean hands which you allege the other party
16 is guilty of, then they're perfectly entitled to ask about
17 those substantive issues.

18 Do you understand the difference? It's a language
19 issue for me.

20 MR. PEEK: I understand the Court's articulation,
21 and I don't mean to, one, be obtuse, nor do I want to argue
22 with the Court. I respect the Court's clarification, and I
23 appreciate the clarification. I still think it's going to
24 create issues within the deposition.

25 THE COURT: There are going to be issues in the depo

1 no matter what I do.

2 MR. PEEK: There are, Your Honor. And I certainly,
3 as I said, I don't want to have phone calls to this Court. I
4 don't want to have to --

5 THE COURT: I'm not answering the phone for the next
6 three weeks.

7 MR. PEEK: I know you're not, because you'll be in
8 the Brazilian Amazon, Your Honor, or in the Galapagos, one or
9 the other. But I don't want to have to bring my witness back
10 because there certainly is not an opportunity to seek
11 emergency relief from a court in order to get clarification or
12 get rulings on that question that will be asked. I understand
13 -- I hear the Court's clarification. I will certainly be
14 respectful of the Court's clarification, and I will conduct
15 myself accordingly. And I appreciate the Court making an
16 effort to clarify for me the distinction between factual basis
17 and the distinction of why do you think that you're entitled
18 to unclean or the facts and circumstances that you think, you,
19 the witness, which is really the company now --

20 THE COURT: The 30(b)(6) for the company.

21 MR. PEEK: It's the 30(b)(6) --

22 THE COURT: Why does the company think.

23 MR. PEEK: So it is the company's --

24 THE COURT: Absolutely. Binds the company.

25 MR. PEEK: -- position that they will be adopting

1 one way or the other in support of this. So I guess where I'm
2 going is it's going to be very limited, and there will still
3 be an opportunity for the company to present -- once given an
4 interrogatory, to state what it is is the factual basis.
5 Because that's where I'm kind of getting confused, is, one,
6 you're asking the 30(b)(6) witness to say facts and
7 circumstances that you believe, and one is an interrogatory of
8 the factual basis for that affirmative defense. So there will
9 still be, if you will, two responses.

10 THE COURT: One would hope they're not in conflict.

11 MR. PEEK: That's a -- you know, I like that point
12 that the Court makes. Because that's exactly my point. When
13 you say one would hope that they're not in conflict really
14 does highlight the fact that it has become a contention
15 interrogatory by stating facts and circumstances for the
16 twenty-ninth affirmative defense, as opposed to factual basis
17 for. So --

18 THE COURT: There may be different legal issues that
19 are addressed in the answer to interrogatory that are not
20 addressed by the Rule 30(b)(6) deponent. But from a factual
21 standpoint one would hope that they're not inconsistent,
22 because it's the company's position in both cases.

23 MR. PEEK: But so then what you're saying to
24 me, Your Honor, and, again, I don't mean to be obtuse, I
25 don't want to argue with the Court, I don't want to create

1 tension --

2 THE COURT: It's okay, Mr. Peek. I've known you for
3 however many years, and you've always been like this, even
4 when I was private practice.

5 MR. PEEK: I do like clarity, Your Honor, and I do
6 like explanation. If you say to me that one would hope that
7 they would not be inconsistent, that really is highlighting to
8 me the fact that they really are form over substance. Because
9 the substance really is a contention interrogatory, and you're
10 now saying form is facts and circumstances. And I know you're
11 nodding negatively to me, so --

12 THE COURT: I am.

13 MR. PEEK: And I appreciate you making the effort to
14 give me clarity.

15 THE COURT: The deponent is responding to factual
16 issues on behalf of the company.

17 MR. PEEK: Factual basis, factual issues. Same
18 thing.

19 THE COURT: Facts. There may be other legal issues
20 that are responded to in the contention interrogatories, and
21 you and I have both seen circumstances where there are
22 additional factual issues that come up in the answers to
23 contention interrogatories that are different than in the
24 30(b)(6) deposition, and then I have a quagmire that I wade
25 through. That's why I said one would hope. Because it never

1 goes the way we plan.

2 MR. PEEK: One would hope, Your Honor. So thank you
3 for that clarification. And that's really all I have to say
4 on the --

5 THE COURT: All right. So the motion for I guess it
6 was clarification has been provided. I've tried to have a
7 discussion with Mr. Peek. Hopefully you won't have any
8 issues. I've explained why I selected the order I did, and
9 I've explained why I've used the language I did.

10 Anything else, Mr. Pisanelli, before I go to your
11 motion to stay?

12 MR. PISANELLI: I guess my only thing is to be --

13 MR. PEEK: Before you start --

14 Your Honor, there was the issue of the 21 or so
15 invitations to respond by interrogatory. That has not been
16 addressed by the Court. I want to make sure that I'm not
17 ordered to provide -- or accept the invitation and then if the
18 invitation -- we do give that answer in the so-called 20 days
19 before the deposition that they still get to inquire. So I
20 guess I want some clarification. Because that topic is still
21 up in the air.

22 THE COURT: Are you going to answer the
23 interrogatories on those topics we discussed, or are you going
24 to present the witness?

25 MR. PEEK: I will certainly -- when I receive an

1 interrogatory I will answer the interrogatory with --

2 THE COURT: I thought we were treating them as
3 interrogatories. I thought that was how I'd framed it so that
4 we didn't have to go through the process of re-serving them,
5 have the 30 days, then get into a position where the date has
6 passed before the 30(b)(6) depo -- or the 30(b)(6) depo has
7 occurred before you've responded. And so I thought we were
8 treating them as interrogatories. If you don't want to do it
9 that way, that's okay. But then I've got to switch my timing.

10 MR. PEEK: I certainly would like to do it in that
11 manner, Your Honor, because -- but I perhaps misunderstood the
12 Court's order. I thought that they were to be served on me as
13 interrogatories and then I would certainly address them in the
14 ordinary course. If the Court is saying to me that it wants
15 answers to those -- or wants me to treat them as
16 interrogatories and provide answers to them, that's certainly
17 one thing. So I --

18 THE COURT: Here's the deal. If you ask to serve
19 you with interrogatories, you will not be answering them
20 before the 30(b)(6), so you won't have accepted the
21 invitation, so you will then have to answer them at the
22 30(b)(6) deposition, because your time will have expired.

23 MR. PEEK: Because you now set a time that I didn't
24 understand that I was required to answer them by. It's not in
25 the order.

1 THE COURT: Okay. That was because it was sort of
2 like suggestion of an invitation as a way to avoid that -- to
3 treat them as interrogatories and answer them before the
4 30(b)(6). If you don't want to do it that way, I was not
5 compelling you to make that choice. That's why it's not in
6 the order. It was an option. You had control.

7 MR. PEEK: So what you're -- well, but I only have
8 control now on 21 of them that they've offered the invitation
9 as opposed to all of those that I understood to be
10 interrogatories.

11 THE COURT: I didn't say they were all
12 interrogatories when you were here before. I had a group that
13 I said you could treat as interrogatories.

14 MR. PEEK: Right. And that was the group that I
15 outlined in my motion, which was I think Topics 20 and 21, and
16 I think 55 through the balance of that. So those were the
17 ones that we understood from the motion that we made would be
18 treated as contention interrogatories. So if you're telling
19 me I have -- that if I choose to accept the Court's statement
20 that those would be answered by interrogatory and if I don't
21 do it before the 30(b)(6) deposition --

22 THE COURT: Well, you don't have time anymore.
23 Because the deposition's going on -- what day is --

24 MR. PEEK: October 5th and 6th, Your Honor. And
25 it's going to continue on the --

1 THE COURT: October 5th and 6th. So I don't think
2 you have -- I don't think you have time anymore. Because it's
3 -- today's 18th. So you're getting really close.

4 MR. PEEK: So I guess what you're telling me if I
5 have -- since I have not accepted their invitation nor have I
6 complied with what the Court considered to be its order --

7 THE COURT: It wasn't an order. It was providing
8 you with an option of two ways to proceed. You got to pick.

9 MR. PEEK: That's not what you said, Your Honor.
10 You said, the motion is granted in part and they'll be treated
11 as contention interrogatories. That's what you said.

12 THE COURT: I think I said you may treat them as
13 contention interrogatories.

14 MR. PEEK: Your Honor, I can look at the --

15 THE COURT: I don't know, Mr. Peek. I was trying to
16 give you the option so that you had some control. And --

17 MR. PEEK: If I look at what the Court's order was,
18 and I will recite from the Court order, Your Honor.

19 I'm sorry, Jim, that you're frustrated at the fact
20 that I'm at the lectern, but I'll be done.

21 MR. PISANELLI: It's okay.

22 MR. PEEK: The sighs.

23 THE COURT: Well, it's also the lawyers standing at
24 the door for my trial, too.

25 MR. PEEK: Let me just get to the transcript, Your

1 Honor. And this is on page 20 of the transcript. My
2 apologies, Your Honor. I don't think that's -- it's part of
3 that -- line -- well, it doesn't have lines, but towards the
4 bottom, that "The motion is granted in part. With respect to
5 all of the subparts designated for the 30(b)(6) deposition of
6 the Nevada corporation who has told the Court in pleadings
7 that it's principal place of business is Nevada they will
8 answer everything except those items that begin with 'the
9 factual basis.' All of the items that begin with the words
10 'The factual basis' are contention requests, which you may ask
11 questions related to facts and circumstances, and you've got a
12 number that talk about facts and circumstances. But the
13 factual basis of the claims is not an appropriate topic -- an
14 appropriate 30(b)(6) designation topic. While you can talk
15 about the issues related to those, you can't just ask him, can
16 you tell me the factual basis for your thirty-fourth
17 affirmative defense." Some of those --

18 THE COURT: I've been consistent today.

19 MR. PEEK: Your Honor, I guess I'm getting -- you
20 know, maybe I'm having -- I don't want to say a senior moment,
21 but I'm certainly not -- and I'm not obtuse.

22 THE COURT: You're not having a senior moment, Mr.
23 Peek.

24 MR. PEEK: But as I read this I don't see you're
25 saying, accept their answer by interrogatory. What I see is

1 that those are contention interrogatories or contention topics
2 and they'll be addressed by interrogatory, as opposed to
3 other. So I have 21 topics --

4 THE COURT: So here's what I've said. And I'm
5 really sorry if it's confusing. If Mr. Pisanelli wants to ask
6 what the factual basis is for the thirty-fourth affirmative
7 defense, it will be done by interrogatory.

8 MR. PEEK: Thank you.

9 THE COURT: And I was treating those topics as
10 interrogatories. If instead he wants to make inquiry about
11 the facts of the equitable estoppel affirmative defense that
12 he's raised, he can ask the 30(b)(6) deponent why he thinks
13 Wynn is equitably estopped. You understand? I just am trying
14 to not have an unfair situation for a witness who -- even
15 though they're the 30(b)(6) designee who's being asked to tell
16 answers based on numbers and claims.

17 MR. PEEK: Well, you haven't said "the legal basis
18 for your twenty-ninth affirmative defense," which is the
19 example that we were using. It's because the inquiry was the
20 factual basis. And you said he may inquire into the facts and
21 circumstances.

22 THE COURT: Absolutely. The legal basis is a
23 different issue that needs to be addressed in interrogatories.

24 MR. PEEK: Okay. But the question that was raised
25 was factual basis. So I guess I take, then, what the facts

1 are that are elicited and I say, I'm going to apply the law of
2 equitable estoppel or apply the law of setoff or apply the law
3 to these facts and circumstances, these are the facts and
4 circumstances which I would outline in my interrogatory
5 response, and I would say that that gives rise to an
6 affirmative defense of setoff, equitable estoppel, unclean
7 hands, whichever one of those topics you identify. And I see
8 you nodding affirmatively, so I --

9 THE COURT: Absolutely, Mr. Peek.

10 MR. PEEK: -- appreciate that.

11 THE COURT: Absolutely.

12 MR. PEEK: So I will be doing that by answers to
13 contention interrogatories. To those I will see if I can get
14 that done before the 5th and 6th so that they have them. And
15 if they want to inquire at that time, they certainly are
16 entitled to contest, if you will, or challenge, if you will.
17 So I'm going to take all of those that were treated previously
18 as factual basis and provide that response, and then they can
19 inquire.

20 MR. PISANELLI: No. No.

21 THE COURT: See, there's a different -- you and I --
22 the disconnect is the facts that support those legal bases are
23 a fair matter of inquiry. The fact are a fair matter of
24 inquiry. The legal basis is a fair matter of inquiry for a
25 contention interrogatory, which is why I said those could be

1 treated as contention interrogatories. Did not limit Wynn
2 from asking questions related to the factual basis that
3 underlies those claims; they just can't use the word "tell me
4 all the facts and circumstances related to your thirty-fourth
5 affirmative defense," because that is confusing and unfair and
6 to the witness.

7 MR. PEEK: Well, I -- and I appreciate the
8 clarification, Your Honor. But, as I said, I will treat those
9 that begin with "the factual basis" that the Court previously
10 ruled, because I don't know whether Wynn is giving up on those
11 and is now changing it based upon what the Court is saying. I
12 will treat them as contention interrogatories, and if I can
13 get answers to them before the hearing -- because I have to be
14 able to put forth the factual basis to then apply the law to
15 the facts.

16 THE COURT: Absolutely. But they -- the factual
17 basis is fair inquiry at the time of the deposition.

18 MR. PEEK: I understand.

19 THE COURT: Okay.

20 MR. PEEK: But I may well -- as I said, I'll put out
21 the -- if I can get it before that on all of the contention --
22 all of those which the Court said were contention
23 interrogatories, not just those on which I've been invited.

24 THE COURT: You're welcome to do it for any of them.
25 But what I'm trying to convey to you is even if you do that

1 the factual basis that is mentioned in your answers to those
2 interrogatories is still the subject of fair inquiry at the
3 30(b)(6) deposition, but not the application of the law to
4 those facts.

5 MR. PEEK: I get that, Your Honor.

6 THE COURT: Okay.

7 MR. PEEK: Thank you.

8 THE COURT: Mr. Pisanelli, did you have anything
9 else you wanted to say before I go to your motion to stay?

10 MR. PISANELLI: This shouldn't be confusing. It's
11 really not. And I'm worried --

12 THE COURT: I'm not confused.

13 MR. PISANELLI: I'm not talking about you.

14 MR. PEEK: I'm glad to be the brunt of a joke, Your
15 Honor.

16 THE COURT: It's okay, Mr. Peek. You guys have been
17 doing so well today, so that's why I didn't really want to
18 have this discussion with Mr. Pisanelli.

19 How about we go to the motion to stay? Because I
20 think I've been pretty clear. And, if you want, I'll have
21 this video given to Commissioner Bulla so she'll have it in
22 case you guys call during the deposition.

23 Okay. Let's go to your motion to stay.

24 MR. PISANELLI: Okay.

25 THE COURT: You haven't heard from the Supreme

1 Court, huh?

2 MR. PISANELLI: No.

3 THE COURT: Okay. Anything else?

4 MR. PEEK: I do have something else to address,
5 though, Your Honor, after he's finished. It is his motion.

6 MR. PISANELLI: So, Your Honor, correct, we have not
7 heard from the Supreme Court, and in connection with what we
8 all either attended or watched, I assume, or heard, so, in
9 other words they haven't ruled on the petitions that were
10 fully briefed and argued, and they have not given a response
11 to our sole writ that we have put up there in relation to what
12 we have characterized respectfully to Your Honor as a blanket
13 discovery order. And so we accept -- we would be here even
14 without your invitation, but you set forth a general framework
15 for how you would like us to behave and respond with the
16 unknowns that were present at the time. In other words, if we
17 didn't have an answer by September 1st, either denying or
18 actually ordering briefing, that you would hear us out on why
19 this stay should be extended. And that's, of course, why
20 we're here.

21 So, Your Honor, I don't imagine that you want us to
22 go through all of the finer detail, but we do come to you
23 asking for a fair opportunity to have our petition heard at
24 the Supreme Court and not to render it moot. We think that
25 the discovery order that applies here causes many, many

1 prejudices to us in this case. Probably the best glaring
2 example of this, as I have characterized it, this bad-faith --
3 or bad-act audit that the Okada parties has asked for is the
4 thousands of investigations we've done with employees,
5 vendors, people we do business with. They want to see every
6 document we've ever investigated for every person to determine
7 that they're suitable, having no connection whatsoever to this
8 case on this fishing expedition to try and find out, hey, that
9 guy looks like he maybe had a traffic ticket six years ago,
10 how come you didn't throw him out. And, of course, I'm being
11 facetious on that example. But a different debate would have
12 occurred before you then and now had they said, Your Honor, we
13 would like the documentation on their suitability
14 investigation about Mr. X because we have reason to believe
15 that Mr. X has engaged in identical or worse conduct that Mr.
16 Okada has and we'd like to know how they treated that one so
17 that they could continue to formulate this disparate treatment
18 argument. But all they said to you openly and I think frankly
19 is that there's what ifs, what if we find something, what if
20 there's somebody out there that doesn't look so savory and he
21 made it through the filtering system, maybe we can parlay that
22 into a pretext argument that it wasn't Mr. Okada's illegal
23 behavior that was the cause of his ouster from the company but
24 some other pretext from Mr. Wynn or the board itself.

25 So my point is this. They've asked us to turn this

1 company upside down to disclose these investigations of
2 countless people who never intended by doing business with
3 Wynn that these investigations would end up being aired in
4 court or even given to third parties. And --

5 THE COURT: Subject to a confidentiality order.

6 MR. PISANELLI: Well, be that as it may, that
7 doesn't change the fact of what it is by way of burden, what
8 it is by way of privacy concerns of other people, what it is
9 by way of confidentiality entitlements we have or have to
10 preserve by way of gaming laws here and in Macau. In other
11 words, there's a whole host of issues here that are at stake
12 all based upon a what-if type of presentation to you, never
13 once tying any of these claims back to this case.

14 We have 78-something different broad categories that
15 ask us to shake this company upside down, and I could give you
16 examples like that of why this fishing expedition just doesn't
17 comport with Nevada law or really law anywhere. But that is
18 -- as I said, I don't think it necessary to rehash all that
19 detail.

20 What I do ask you for is a fair opportunity to be
21 heard. You know it is not the practice of the Wynn parties or
22 even counsel for Wynn parties to take every one of your
23 rulings and go up North and treat this as just a Discovery
24 Commissioner's report and recommendation. We take this issue
25 and this option very, very seriously and use it judiciously.

1 This is the one time that we've used it, and we ask Your Honor
2 just give us an opportunity to be heard.

3 The fact that the Supreme Court hasn't ruled is not,
4 as the Okada parties would suggest, that it means that they're
5 disinterested or that there's no merit to our position. I
6 think the exact opposite conclusion is available.

7 THE COURT: No. But denying it I give them another
8 opportunity to decide if they think it's important. Because
9 then they have to make the decision as to whether they want to
10 stay it.

11 MR. PISANELLI: That's true. But, unfortunately,
12 that puts us on a clock. And so what I would ask, if Your
13 Honor is not inclined to grant us a stay until they resolve
14 it, to grant us a stay with a reasonable deadline to tell
15 them, give us an opportunity to tell the Supreme Court, Judge
16 Gonzalez has told us we have 30 days left, whatever number you
17 put on there, please let us know what your answer's going to
18 be. By just putting us on a clock puts us in that unfair
19 position of now having to balance your order with trying to
20 nudge a court in Carson City that doesn't like nudging.

21 THE COURT: Because the issues of suitability are
22 central to the resolution in this case, I'm going to deny the
23 request for stay. Two weeks from today my stay will expire.
24 So you have two weeks to go nudge politely.

25 Anything else?

IN THE SUPREME COURT OF THE STATE OF NEVADA

WYNN RESORTS, LIMITED,

Petitioner,

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
ELIZABETH GOFF GONZALEZ,
DISTRICT JUDGE, DEPT. 11,

Respondents,

and

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

Real Parties in Interest.

Supreme Court No. 68439

District Court Case No. 2015-00001
656710-B
Electronically Filed
Oct 15 2015 09:03 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

**SUPPLEMENTAL APPENDIX
IN SUPPORT OF REAL
PARTIES' ANSWER TO
PETITION FOR WRIT OF
PROHIBITION OR
ALTERNATIVELY,
MANDAMUS**

VOL. II of III

(SA0251-SA0498)

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FILED UNDER SEAL

Date	Description	Vol. #	Page Nos.
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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I hereby certify that I am an employee of Holland & Hart; that I am familiar with the firm's practice of collection and processing documents for mailing; that, in accordance therewith, I caused the following document, **SUPPLEMENTAL APPENDIX IN SUPPORT OF REAL PARTIES' ANSWER TO PETITION FOR WRIT OF PROHIBITION OR ALTERNATIVELY, FOR, MANADAMUS VOL. II of III**, to be served as indicated below on the 14th day of October, 2015:

VIA U.S. MAIL ON 10/14/2015
Judge Elizabeth Gonzalez
Eighth Judicial District Court of
Clark County, Nevada
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

VIA ELECTRONIC AND U.S. MAIL

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DATED this 14th day of October, 2015

By: Valerie Larsen
An Employee of Holland & Hart

EXHIBIT 3

EXHIBIT 3

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被告の岡田和生、
被告／反訴者／反诉被告の Aruze USA, Inc.、
被告／反訴者の株式会社ユニバーサルエンターテインメント
の弁護士

地方裁判所

ネバダ州クラーク郡

WYNN RESORTS, LIMITED (ネバダ州法人)

原告

対

岡田和生 (個人)、ARUZE USA, INC. (ネバダ州法人)、および株式会社ユニバーサルエンターテインメント (日本国法人)

被告

AND ALL RELATED CLAIMS.

事件番号 : A-12-656710-B
DEPT. NO.: XI

藤原孝高の供述書

電子ファイリング案件

私こと藤原孝高は、以下のとおり供述します。

1. 私は、本供述書に説明される事項について個人的な知識を有し、証言のために召喚されれば証言する能力を有する。

A. UECでの役割

2. 私は、日本国東京都の株式会社ユニバーサルエンターテインメント（以下「UEC」）の財務経理部の副部長である。私は、2008年7月にUECに財務経理部の課長として入社した。現在の役職には2009年5月に就任したが、2010年7月以降は財務経理部で最も上級の管理職となっている。
3. 私は、財務経理部の副部長として、2010年7月以降、財務経理部の管理責任を担っている。私はUECの最高財務責任者の直属である。私はUECの四半期ベースおよび年次ベースの財務諸表の作成、および最終化を担当している。したがって、私はUECの全取引の正当な会計処理を判断する権限を有する。私の管理職としての責任には、財務経理部の従業員全員の任務および責任の監視、監督、管理が含まれる。資金の支出には、UECの他の役員の承認と合わせて、私の承認が必要である。
4. 私は、UECでの雇用の開始時に、私が当社またはグループ企業の秘密情報をいかなる第三者にも意図的に開示または付与しないことに合意する宣誓書に署名した。私はさらに、私が自分の職務遂行において取り扱う秘密情報を、当社からの許可なしに複製または再製しないこと、また当該情報を自分の職務遂行のためのみに利用することにも、合意した。証拠書類Aとして添付されているのは、2008年7月22日付の私の署名入りの宣誓書の真正かつ正確な写しである。
5. UECでの雇用の開始時に私が署名した宣誓書において、私はさらに、当社の事業情報または秘密を第三者に暴露することの禁止、および私の権限を超えた会社情報にアクセスすることの禁止を含め、UECの規則および規制によって拘束されることにも合意した。UEC雇用規則の下、当社の秘密情報を第三者に暴露することは、懲戒の対象となる。証拠書類Bとして添付されているのは、UEC雇用規則の

1 真正かつ正確な写しである。

2 **B. 小坂およびその他の元従業員との接触：2009年半ば～2012年4月**

- 3 6. 2009年半ば、私はUECの2009年第1四半期の財務諸表について決算を担当してい
4 た。その当時、私は、AZゲームズ・インターナショナル・コーポレーション（以
5 下「AZ Games」）の社長であった小坂敏彦に連絡し始めた。AZ Gamesは、UEC
6 から多額の借入（10億円のローン1件を含む）を行っていたが、その後、2009年
7 後期に清算を開始した。私の小坂氏への当初の連絡は、ローン返済契約の条件を
8 交渉することと、取引を適切に会計処理することを目的としたものであった。小
9 坂氏は、2008年にUECを離職して2008年5月にAZ Gamesを設立する前はUECの従
10 業員であったため、UECおよびその従業員に精通していた。
- 11 7. 私と小坂氏とのやり取りの結果として、我々は親しくなり、彼は私を、丹治幹
12 雄、西山徹、庄子善行、鴨田なみえを含む他の元UEC従業員との夕食に招待し
13 た。この時期のそうした夕食の席やその他の場で、小坂氏はUECの業務、ならび
14 にUECの岡田和生会長を含む UECの上級役員の関係および状況について、頻繁に
15 質問した。

16 **C. 2012年5月中旬～2012年10月：小坂の情報要請**

- 17 8. 2012年5月、AZ GamesのローンはまだなおUECに未払のままであった。2012年の
18 5月30日または 6月1日のいずれかの当日、私は、AZ Gamesのローンについて協議
19 するため、岡田会長とUECの法務室長と会合を持った。岡田会長は、私の同件の
20 取り扱い方に対して批判的であった。
- 21 9. この会議後まもなく、小坂氏から私に電話があり、彼は私に面会を求めた。私は
22 UECの事務所ビルの1階で彼に会った。小坂氏は、私が困った状況にあること、
23 私がUECから訴えられることになるを知っている、と私に伝えた。彼は、訴訟を
24 回避するための私の唯一の選択肢は彼と協力して岡田会長を潰すことである、と
25 述べた。
- 26 10. この面会后まもなく、小坂氏は私に再び連絡し、私が米国司法省（DOJ）と連邦
27 捜査局（FBI）のリストに記載されている、と私に伝えた。彼は、私の唯一の選
28 択肢は岡田会長を相手取りDOJとFBIに協力して刑事訴追を回避することであ

1 る、と述べた。

2 11. その後数ヶ月間にわたり、小坂氏、丹治氏、庄子氏と面会し続け、夕食をともに
3 した。小坂氏は、岡田会長を攻撃するために利用できる情報を求めて私に再三迫
4 った。我々の話し合いのなかで、私は、カジノリゾートを建設するUECのフィリ
5 ピン・プロジェクト用の土地購入のために岡田会長が当初の個人ローンを供与し
6 たとの情報を明らかにした。私は、ローン返済時の為替レートの結果として岡田
7 氏が個人的に利したかもしれないと推量した。

8 12. 小坂氏は私に、岡田会長のローンと為替レートの問題に関連するUECの社外秘・
9 専有事業文書を入手するよう要請した。2012年7月から11月までの間に、私は日
10 本語と英語の融資契約書と資金のフローチャートを複写コピーを作成し、それを
11 小坂氏に与えた。

12 13. さらに、小坂氏は私に、元UEC従業員の連絡先情報を再三要請した。私には当該
13 情報を入手する手段がなく、したがってそれを小坂氏に提供しなかった。

14 **D. 2012年11月12日 ウィンのセキュリティ主任ジェイムズ・スターンとの会合**

15 14. 2012年11月上旬、小坂氏が私に連絡し、彼から身元を明かさない誰かに私が会う
16 よう要請した。

17 15. 2012年11月12日、私は、東京のANAインターコンチネンタルホテルの近所のアー
18 クヒルズの1階にあるスターボックスで小坂氏に会った。数分後、小坂氏は私を
19 ANAホテルの客室に連れていった。小坂氏は私に、彼は私にある外国人に会っ
20 てもらいたいのだと説明した。するとある男性が我々のいる客室に入ってきた。
21 小坂氏はこの男性を知っていた。私は、この外国人がウィン・リゾーツ (Wynn
22 Resorts) のセキュリティ担当ディレクターで元FBI捜査官のジェイムズ・スター
23 ン (James Stern) であったことを後に知った。

24 16. スターン氏は私に、彼はUECと岡田会長に関する情報を収集中である、彼は私の
25 協力を必要とする、我々は力を合わせて岡田会長を潰すことができる、と伝え
26 た。次に彼は私に、フィリピン・プロジェクトに関連する金融取引について知っ
27 ているかと尋ねた。私は、進んで協力するとスターン氏に伝えた。

28 **E. 2012年12月12日 DOJおよびFBIとの最初の会合**

- 1 17. この11月12日のホテルでの会合後まもなく、小坂氏が私に電話をかけてきて、私
2 にサンフランシスコに行ってDOJおよびFBIの人々に会ってもらいたい、と言っ
3 た。彼は、DOJとFBIに協力することが私の役に立ち、岡田会長を傷つける方法
4 である、との彼の以前の発言を再び繰り返した。私は米国に向けて発つことに合
5 意した。
- 6 18. 米国行きの準備において、私は、UECからの約35件の社外秘・専有事業文書を複
7 写した。私はフィリピン・プロジェクトの金融取引に関連するこれらを持参して
8 DOJおよびFBIに提供するつもりだった。私はそれらの文書の複写を小坂氏に提
9 供した。
- 10 19. 私は、休暇届の理由を明かさずに、渡米のための休暇をUECに申請した。
- 11 20. 12月13日、小坂氏の指示に従い、私は成田空港に向かい、サンフランシスコ行き
12 のためにJALのチェックインカウンターで小坂氏と落ち合った。チェックインカ
13 ウンターで、小坂氏はJALのマイレージアカウント・カードを提示し、彼の航空
14 券を入手した。私はそのようなアカウントを持っていなかったが、私にも航空券
15 が手渡された。私は自分の航空券代を支払わなかった。私の航空券と小坂氏の航
16 空券はともにビジネスクラスであった。
- 17 21. 小坂氏と私がサンフランシスコの空港に到着した時、我々はスターン氏と彼の部
18 下のように思われる運転手に出迎えられ、サンフランシスコ市内に連れて行かれ
19 た。スターン氏は、小坂氏と私を時差ぼけ解消のために市内観光に招待し、ケー
20 ブルカーに、そしてクラムチャウダーを食べにフィッシャーマンズワーフへと、
21 案内した。スターン氏がケーブルカーとクラムチャウダーの代金を支払った。
- 22 22. 我々は次に、ホテル、JWマリオット・サンフランシスコ・ユニオンスクエアに到
23 着し、チェックインすることとなった。小坂氏は、彼とスターン氏が我々のチェ
24 ックインを済ませる間、ロビーで待つよう私に指示した。私は彼らのチェックイ
25 ンの様子を観察していたが、小坂氏は彼の財布を出さなかったので、スターン氏
26 がホテル代を支払ったものと私は想定した。
- 27 23. チェックイン後、私は自分の部屋に行き、眠りに落ちた。私は、小坂氏の指示に
28 より、自分の携帯電話のスイッチを切っていた。電話をかけてくる人は誰でもリ

1 ングトーンから私が米国内にすることが分かる、と彼が言ったからである。その
2 後、小坂氏が私を眠りから起こし、ホテルのレストランでの夕食に招いた。小坂
3 氏は夕食を彼の部屋にチャージした。

4 24. 翌朝、12月14日、小坂氏と私は朝食をとり、彼はそれを彼の部屋にチャージし
5 た。彼は私に、彼が再び電話をするまで自分の部屋で待機するよう、指示した。

6 25. その後、小坂氏から電話があり、彼は私にロビーに来るよう指示した。ロビーに
7 着いた時、私は小坂氏、スターン氏、昨日の運転手に会った。小坂氏は、DOJの
8 検察官1名とFBIの捜査官1名が私に会うためにホテルのビジネスセンターにい
9 る、と私に伝えた。

10 26. 私はビジネスセンターに行き、そこでDOJの法廷弁護士であるジョーイ・リプト
11 ン弁護士 (Joey Lipton, Esq.)、FBIの特別捜査官である マイケル・T・ソラリ
12 (Michael T. Solari)、そして通訳者のイトウ・ユミと会い、名刺を交換した (証
13 拠書類C)。小坂氏とスターン氏はいずれも会議に参加しなかった。会議の冒頭
14 に、リプトン氏は、私の供述は後に刑事訴訟手続きにおいて用いられる可能性が
15 あること、私は黙秘権を有すること、私が真実を述べなかったなら刑事犯罪とし
16 て告発される可能性があることと知らせた。リプトン氏とソラリ氏は私にフィリピ
17 ン・プロジェクトに関する質問を行った。

18 27. 私は、私が持参した社外秘・専有事業文書をリプトン氏とソラリ氏に数回提示し
19 た。私はしかし、それらの文書をDOJまたはFBIの保持用に渡さなかった。この
20 面談は数時間にわたり継続した。面談の最後に、リプトン氏は私に、何か追加の
21 情報を得た場合には、彼に知らせるよう要請した。

22 28. 面談終了後、私はホテルのビジネスセンターを退出し、私を待っていた小坂氏に
23 会った。彼は、彼もこれからDOJとFBIの面談を受けるところであると述べ、私
24 に部屋に戻るよう指示した。私はそのとおりにした。約1時間後、小坂氏がホテ
25 ルの内線で電話をかけてきて、それから私の部屋にやって来た。彼はリプトン氏
26 とソラリ氏が私にどのような質問をしたかと尋ね、私はそれに答えた。彼は、彼
27 の兩人との面談については私に話さなかった。約20分後、彼は特定の時刻に夕食
28 をするからロビーで会うようにと私に伝え、私の部屋を出て行った。

1 29. 私がロビーに行って小坂氏に会った時、スターン氏と彼の運転手が我々を待って
2 いて、車で我々をステーキとシーフードのレストランに連れていった。スターン
3 氏が夕食の支払いを行った。

4 30. 夕食の最中、スターン氏は、私にはウィン氏に協力してもらいたい、いっしょに
5 岡田会長を排除しよう、と述べた。私はそうすることに合意した。

6 31. 12月15日、小坂氏と私はホテルを去った。小坂氏とスターン氏がホテルのチェッ
7 クアウトを行い、スターン氏の運転手が我々4名を空港まで運転していった。復
8 路中、小坂氏は私に、私のサンフランシスコ行きについては、私の家族も含め、
9 誰にも決して話してはならない、と指示した。

10 **F. 2013年1月および2月：UEC文書の窃盗**

11 32. 2013年1月、小坂氏が電話をかけてきて、私に対し、ある日本の国会議員（以下
12 「国会議員#1」）およびウィン・ラスベガスでの過去の滞在に関する情報および
13 文書をUECで探し出し、それを彼に提供するよう、依頼した。彼は特に、国会議
14 員#1のラスベガス滞在中の経費の支払い、および岡田会長の所有会社であると私
15 が理解するところの旅行会社トランスオービットに関連する請求書の支払いに関
16 する決定過程に関心を示していた。

17 33. この情報は社外秘・専有対象であり、UEC本社の役員フロアに維持されていたた
18 め、私にはそこにアクセスする権利はなかった。私は小坂氏に、その情報の取得
19 は私には困難かもしれない、と話した。それにもかかわらず、小坂氏は、当該情
20 報を得るよう私に圧力をかけた。

21 34. 当該情報を探し出すために、私は自分が許可されていないUEC本社の役員フロア
22 に無許可で出向き、そこにいた人員に対し、私の任務である四半期決算に関連す
23 る情報を検索する、と虚言した。私は国会議員#1のラスベガス旅行に関する情報
24 を見つけるためにファイルを調べた。私は、国会議員#1の旅行に関する当該情報
25 を見つけることはできなかったが、トランスオービットの膨大な経費に関する情
26 報パッケージと、フィリピン・プロジェクトを率いていた飛田光雄の出張申請届
27 を見つけ、それらを複写した。

28 35. それを終えた後、2013年1月そして2月の2回、私は小坂氏、丹治氏、庄子氏と

1 「ろんじい」という中華料理レストランで会合し、国会議員#1に関する情報を見
2 つけられなかったと説明した。私は自分がUECから盗んだ文書を庄子氏に提供
3 し、庄子氏は、その一部を和文から英訳し、ウィン・リゾーツがそれを岡田会長
4 に対抗して用いるために提供すると説明した。

5 36. 2013年2月、小坂氏から私に電話があり、ウインは私が情報を隠していると知っ
6 て怒っている、と述べた。私は小坂氏に、私はいかなる資料も彼から隠していな
7 い、どのような文書も他者に提供していない、資料は役員フロアに保管されてい
8 るので私にはアクセス権がない、と述べた。それに対し、小坂氏は、私に再び渡
9 米し、ウィン・リゾーツならびにDOJおよびFBIに面会し、彼らにそれを直接説
10 明してほしい、と返答した。彼は、国会議員#1に関するいかなる資料も入手する
11 ことができない場合には、手に入れられるあらゆる有用な文書を何でも持参すべ
12 きである、との指示を与えた。彼はそして、私はとりわけ別の国会議員（以下
13 「国会議員#2」）に関連する文書を探すべきである、と述べた。私は彼に、再び
14 渡米できるようになる前に、私にはUECの財務諸表の四半期決算の仕事を終える
15 必要がある、と話した。

16 37. その後、私はUECのファイルを調べ、国会議員#2に関連する社外秘・専有事業文
17 書を探し出した。私はそれらの文書を複写し、それを小坂氏に提供した。

18 38. 同じく2013年1月、私は、岡田会長が私を解雇したいと述べたことを知った。私
19 がそれを知ってから1時間以内に、小坂氏が私の携帯電話に電話をかけてきて、
20 岡田会長が私に対して怒り心頭に達していて今にも解雇する構えでいると聞い
21 た、と私に伝えた。私に対する人事措置は講じられなかったが、小坂氏がUECの
22 内部情勢に関する情報を他の者から、しかも極めて迅速に受けていることに、私
23 は非常に驚いた。

24 **G. 2013年2月ウインのセキュリティ主任およびDOJ/FBIとの会合**

25 39. 2月中旬、私は、休暇をUECに要請した。明かさなかった休暇の目的は、スター
26 ン氏およびDOJ/FBIに会うために、再度渡米することだった。

27 40. 2013年2月22日、私は成田空港に行き、シンガポール航空のロサンゼルス行きの
28 便に乗った。小坂氏からフライト情報を予め提供されていたので、自分自身でチ

1 エックインすることができた。私はビジネスクラスの航空券を受け取り、支払い
2 は行わなかった。小坂氏は私と同じ便に乗っていたが、チェックインは別々であ
3 った。ロサンゼルスに到着すると、小坂氏と私はウインの運転手に出迎えられ、
4 マリーナ・デルレイ・マリオット・ホテルに連れていかれた。小坂氏および／ま
5 たは運転手が同ホテルのチェックインを行った。私はまたもや、ホテル代を支払
6 わなかった。

7 41. その夜、小坂氏と私はホテル近くのレストランで食事をした。小坂氏が夕食代を
8 支払った。

9 42. 翌日、2月23日、小坂氏と私はホテル内で朝食をとり、彼がその支払いをした。
10 小坂氏は、私が取得した国会議員#2に関連する文書をDOJに与えるよう、私に指
11 示した。

12 43. 小坂氏はその後、私をロビーに呼び出した。ロビーには、小坂氏と共にスターン
13 氏、DOJのリプトン氏、FBIのソラリ氏がいた。私は次に、リプトン氏、ソラリ
14 氏、そしてサンフランシスコの時に会った通訳のイトウ女史とホテルのレストラン
15 の個室に入った。リプトン氏は、新しい情報を入手したかと私に尋ね、私は、
16 私が取得した国会議員#2関連情報について説明した。リプトン氏はその情報に特
17 に関心を持ったようには見受けられなかった。彼は次に、フィリピン・プロジェ
18 クトに関して何か新しい情報があるか、と私に尋ねた。私は、そのような情報は
19 得ていない、と明言した。その後まもなく面談が終了し、私はホテルのロビーに
20 戻った。ロビーでは小坂氏とスターン氏が待っていた。私は彼らに、私の面談は
21 終わったと伝えた。リプトン氏とソラリ氏がロビーに出てきた時、スターン氏と
22 小坂氏は兩人に近寄り、5分ほど会話を交わしていた。ホテルのレストランの個
23 室の勘定の支払いを誰が行ったかは、私は知らない。

24 44. スターン氏は、彼の運転手を伴い、私と小坂氏をホテル近くのレストランでの昼
25 食に連れていった。昼食中、スターン氏は私に対し、私は国会議員#1に関連する
26 文書を持っているかと繰り返し尋ね、私が入手したら彼に連絡すべきである、と
27 指示した。私は彼に、私は当該文書を取得する権限を与えられていないためにそ
28 れらを未だ入手できていない、それらは私がアクセスを与えられていないフロア

1 維持されている、それらを入手するには相当の時間を要する、と話した。同日
2 後ほど、スターン氏と彼の運転手は、我々を夕食に連れ出し、そこでも再び、私
3 が文書を探し出したら彼に連絡するよう私に圧力をかけ。私はどの食事代もまっ
4 たく払わず、スターン氏が我々の食事代を支払ったと信じている。

5 45. 2月24日、小坂氏は、彼自身と私のホテルのチェックアウトを行い、私は何も支
6 払わなかった。スターン氏と彼の運転手が我々を空港まで送った。別れる時、ス
7 ターン氏は私に、国会議員#1に関連する文書を何とか見つけてほしい、探し当て
8 た際には彼に連絡してほしい、と述べた。

9 46. 我々がロサンゼルスから帰国した後、小坂氏は再三にわたり私に電話をかけ、私
10 が国会議員#1に関連する文書を入手したかと尋ね、また岡田会長およびUECの富
11 士本社長に関する質問を行ったが、私は彼に当該文書を提供しなかった。

12 **H. 2013年3月：国会議員#2に関する『FLASH』の報道**

13 47. 2013年3月、『FLASH（フラッシュ）』という日本の週刊誌が、UECと国会議員
14 #2の間の関係について報道し、その記事には、私が入手したUECと国会議員#2の
15 妻に関する文書の一つの写しが記載されていた。私は、その記事は、私が小坂氏
16 に与えた資料を小坂氏がFLASHに提供した結果である、と確信した。私がこれに
17 ついて小坂氏に面と向かったところ、彼は、元UEC従業員の中野隆文が情報を漏
18 洩した、と述べた。

19 **I. 2013年10月以降、小坂との接触なし**

20 48. 2013年10月、UECが小坂氏を相手取る訴訟を提起した。訴訟が提起された後、小
21 坂氏は私に電話をかけてこなくなり、彼とはそれ以降コミュニケーションをとっ
22 ていない。

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私は、ネバダ州法の下での偽証罪の適用を認識したうえで、上述は真正かつ正確
であること、私は合衆国、プエルトリコ、アメリカ領ヴァージン諸島、および合衆国の
司法管轄権に属する領地および占有島の地理的境界の外に物理的に所在することを、供
述します。

2015 (年) 4 (月) 17 (年) に
日本 (国) 大阪府 大阪市 (都道府県・市町村) にて署名した。
住吉区大領2-5-3
アルス代表 1107

Yoshitaka Fujihara
(楷書名)


藤原 孝高 
(署名)

EXHIBIT 3A

EXHIBIT 3A

誓 約 書

平成20年 7 月 22日

アルゼ株式会社

代表執行役社長 徳田 一 殿

住 所 大阪市住吉区大領 2-5-3

アルス5代東 1107

氏 名 藤原 孝高 (藤原)

私は貴社の従業員として勤務するにあたり下記について誠意を持って遵守することを誓約します。

記

1. 私は、貴社及びグループ会社の業務上の機密及び貴社が保有する個人情報を故意に他の者に教えたり、渡したりして貴社に損害を与えるようなことはいたしません。
2. 私は、貴社の売上代金等、貴社に入金すべき金銭を故意に入金しなかったり、入金や振込みを遅らせる等して、貴社あるいは取引先に損害を与えたり迷惑をかけたりしません。
3. 私は、回胴式遊技機、パチンコ遊技機等すべての遊技機の不正改造、あるいは自社以外の部備品及びテスト機の取扱いについて、その販売はもとより関連業者との接触を含め一切関与しないことを約束します。同時に上記についての情報を得た際には速やかに報告します。
4. 私は、業務上個人情報の取得に関与し、又は貴社の保有する個人情報の使用、管理に関与する場合には、個人情報保護法等の関係法令、個人情報保護規程等の関係する社内規程等及び貴社の業務上の指示を遵守いたします。
5. 私は、貴社の保有する個人情報を貴社の業務上必要がある場合にのみ使用し、それ以外の目的で使用いたしません。
6. 私は、貴社の業務に従事する間に取り扱った業務上の機密及び個人情報を、貴社の承諾がない限り、複製又は複写いたしません。また、貴社の承諾を得て複製又は複写を行った場合には、これを業務上の目的のためにのみ使用することとし、その管理、返還、破棄については貴社の指示に従います。
7. 私は、通常の業務を逸脱するか、あるいは権限を越える判断を迫られたときは直ちに報告・連絡・相談を心がけ行動いたします。
8. 私は、過失又は予期しない事態により貴社に損害を与えたとき、あるいは損害を与えることが予測できるときは、直ちに上司に報告し最善の解決策を提案稟議し、より大きな損害を貴社に与えないようにいたします。
9. 私は、貴社の機密又は貴社が保有する個人情報の開示を業務上受けたり、それらを含むあるいはそれらが生み出される可能性のある業務に参画する場合、貴社の求めに応じて別途定める誓約書を自分の意思で署名捺印することを予めお約束します。
10. 貴社を退職する際は、退職後少なくとも3年間はアミューズメント業界、回胴式遊技機業界、パチンコ遊技機業界の法人等に勤務しないことを約束します。
同時に在職中に知り得た貴社及びグループ会社に関する情報、技術的ノウハウその他の機密及び貴社が保有する個人情報について、退職時にこれらの複製・複写を保有する場合には貴社の指示に従って返還又は破棄すること、退職後といえどもなんびともにも提供及び漏洩しないこと且つ、自らこれを使用しないことを誓います。
また、自己都合又は会社都合の如何を問わず、退職に際して貴社が求める場合、貴社が別途特定する情報を退職後も一定期間守秘することを定めた契約を締結することを予めお約束します。
11. 私が、全各項を遵守せず、貴社に損害を与えたときは、貴社に損害額を弁償する義務が生じることを承知いたします。

以上

EXHIBIT 3B

EXHIBIT 3B

従業員就業規則

株式会社ユニバーサルエンターテインメント

目 次

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第 3 章	勤 怠	3
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第1章 総 則

(目的)

- 第1条 この規則は、株式会社ユニバーサルエンターテインメント（以下会社という）の従業員の就業に関する事項を定めたものである。
2. この規則に定めない事項については、労働基準法及びその他の関係法令に定めるところによる。

(従業員の定義)

- 第2条 この規則で従業員とは、一定の選考を経て会社に採用された者で会社の業務に従事する者をいい、次の通り定義する。
- | | |
|-------------|--|
| (1) 正社員 | 第2章（採用）の規定により会社に採用された者で原則としてフルタイム勤務する者 |
| (2) 契約社員 | 雇用期間を定めて雇用される者 |
| (3) パートタイマー | 原則として正社員より短時間または少ない日数勤務する者で、賃金を時給により支払われる者 |
2. 前項のうち契約社員及びパートタイマーに対しては、別に定める規程及び雇用契約書に定める事項以外は、この規則を適用する。
3. 削除

(管理職の定義)

- 第2条の2 この規則での管理職とは各部門の担当課長以上の者、開発本部のスペシャリスト（シニアスペシャリスト・ミドルスペシャリスト1～4級・技師長）及び所長をいう。

(遵守義務)

- 第3条 会社及び従業員は、この規則に定める事項を誠実に守り、互いに人格を尊重し、責任を重んじ、業務に精励し、相協力して職務を遂行しなければならない。

第2章 採用

(採用)

第4条 会社は、就職を希望する者のうち選考試験に合格し、必要な手続きを経た者を正社員として採用する。

(試用期間)

第5条 新たに正社員として採用した者に、3ヵ月間の試用期間を設ける。ただし、管理職（候補者も含む）職位採用者は6ヵ月間とする。なお、試用期間終了後に必要と認めた場合は、試用期間を延長することがある。

2. 試用期間を満了した者を正社員として本採用する。ただし、契約社員から正社員になった者については、試用期間を設けない。
3. 試用期間は、勤続年数に加算する。

(身元保証)

第6条 従業員は、独立の生計を営む成年者で会社が適当と認める身元保証人1名を定めなければならない。

2. 従業員は入社後5年を経過する毎に、新たに身元保証人1名を定めなければならない。ただし、前回と同様の保証人を定めることを妨げない。
3. 身元保証人が死亡し、又は保証契約を解除もしくはその保証能力を喪失したときは、前項の規定にかかわらず新たな保証人を定めなければならない。

(採用決定者の提出書類)

第7条 従業員に採用された者は、2週間以内に次の書類を会社に提出しなければならない。

- (1) 履歴書（写真貼付のもの）
- (2) 住民票記載事項証明書（世帯全員分）
- (3) 社員登録マスター
- (4) 身元保証書及び身元保証人の印鑑証明書
- (5) 誓約書
- (6) 健康診断書（3ヵ月以内のもの）
- (7) 必要により卒業（見込み）証明書、学業成績証明書及び技能資格証明書
- (8) 前職ある者は厚生年金手帳、雇用保険被保険者証及び当年分の給与所得源泉徴収票
- (9) 通勤手当申請書又は自家用車による通勤承認申請書

- (10) 給与・賞与等振込口座（変更）連絡書
- (11) その他会社が提出を求めた書類

第3章 勤 怠

（欠勤）

- 第8条 病気その他止むを得ない事由により欠勤する場合は予め届け出をし、上長の承認を得なければならない。なお、事故等により予め届け出が不可能な場合は、事後速やかに届け出るものとする。
2. 前項の手続きを怠ったときは無断欠勤として取扱う。

（長期欠勤・休暇報告）

- 第8条の2 欠勤、有給その他休暇を取得する日数が連続して7営業日以上に及ぶときは、長期欠勤・休暇報告書を提出しなければならない。
2. 傷病欠勤の場合、会社は欠勤者に対し医師の診断書の提出を求めることができる。

（遅刻、早退及び私用外出）

- 第9条 従業員が遅刻、早退、又は勤務時間中に外出しようとするときは、予め上長に届け出てその承認を得なければならない。
2. 緊急又は止むを得ない事由により事前に届け出ることができなかった場合は、事後速やかに届け出を行い承認を得るものとする。
3. 公共交通機関の遅延により遅刻をした場合、妥当と思われる遅延時刻が記された遅延証明書が提出された場合は、所定時刻の出勤とみなす。ただし、原則としてバス通勤の遅延は認めない。

（出退勤及び外勤）

- 第10条 従業員は出勤・退勤時刻を所定の方法で自ら記録しなければならない。なお、記録のない場合は、遅刻、欠勤又は早退として処理することがある。
2. 従業員は、業務終了後は速やかに退出しなければならない。
3. 業務のため外出する場合は行き先、用件、帰社時刻を届け出て上長の承認を得なければならない。
4. 用件先への直行及び用件先からの直帰は、届け出により上長の承認を得なければならない。

(出張)

- 第11条 業務上必要があるときは出張を命ずることがある。従業員は正当な理由なくこれを拒むことはできない。
2. 出張に関する取り扱いは、別に定める「国内出張旅費規程」及び「海外出張旅費規程」による。

(休職)

- 第12条 従業員が、次の各号の一に該当する場合は休職を命ずる。休職を命じられた従業員の上長は、休職願を会社に提出しなくてはならない。
- (1) 自己都合その他の事由で欠勤が引き続き1ヵ月以上に及んだとき
なお、連続して欠勤した者が出勤し、再び同一又は類似の事由により欠勤した場合、その出勤が15日に達しないときは、前後の欠勤は連続とみなす。
- (2) 刑事事件に関連し起訴され相当期間にわたり就業できないとき
但し、懲戒解雇相当と認められる程度の重大犯罪を犯した場合には、適用しない。
- (3) 前各号の他、特別の事情があつて休職させることを適当と認めたとき
2. 前項第1号において、傷病により休職する場合は、休職治療が必要な期間が明記された医師の診断書を提出しなければならない。この場合の費用は本人負担とする。なお、会社は産業医等の指定する医師の診断を受けるよう求め、また診断書を作成した医師との面談を求めることができるものとし、社員はこれに協力しなければならない。

(休職期間)

- 第13条 前条の休職期間は、次の各号のとおりとする。
- (1) 前条第1号(自己都合による休職)の場合
- | 〈勤続年数〉 | 〈休職期間〉 |
|-------------------|--------|
| 1年未満の者(試用期間の者を除く) | 3ヵ月 |
| 1年以上3年未満の者 | 6ヵ月 |
| 3年以上5年未満の者 | 9ヵ月 |
| 5年以上10年未満の者 | 1年 |
| 10年以上の者 | 1年6ヵ月 |
- (2) 前条第2号(刑事事件等による休職)の場合 判決確定までの期間
- (3) 前条第3号(特別の事情による休職)の場合 その都度決定
2. 前項第2号、第3号の休職期間は3年以内とする。なお、特別の事情があるときは、休職期間を延長することがある。

(休職期間中の取り扱い)

第14条 第12条第1項各号により休職を命じられた者の取扱いは、次のとおりとする。

- (1) 休職期間は休職開始の日から起算し、当該期間は勤続年数に加算する。
- (2) 給与および賞与は原則として支給しない。また、休職期間中は給与見直しや昇降格は行わない。社会保険料、その他社員が負担すべき項目がある場合は、会社が発行する請求書に基づく期日までに会社に支払うものとする。
- (3) 傷病による休職となった社員は、休職期間中、療養に専念しなければならない。また会社に対し、状況報告を定期的に行わなければならない。会社が必要と判断した場合は、定期的に会社の産業医の面談を受けなければならない。これらの費用は本人負担とする。
- (4) 傷病による休職による休職期間中または休職命令時に、本人の心身状態等に配慮し、社員の家族に対して状況報告や状況確認等を目的として連絡を行うことがある。これら家族への連絡は、本人への通知のうえ行うことを原則とするが、本人に連絡がつかない、適切な返答が得られない、あるいは本人の心身状態等に配慮し事前通知を行うことが不適切だと判断される場合は、この事前通知を行わないことがある。

(休職期間中の賃金)

第15条 削除

(復職)

- 第16条 休職者が復職する場合は、休職事由が消滅した事実を記載した復職願を提出し、会社の承認を得なければならない。ただし、傷病による休職者が復職する場合は、就業に差し支えないことを証明する医師の診断書を合わせて提出し、会社の産業医との面談を受けなければならない。なお、会社は診断書を提出した医師との面談を求めることができるものとし、社員はこれに協力しなければならない。
2. 会社が会社の産業医の意見に基づき現職務に復帰させることや所定労働時間の勤務が困難又は不適當であると判断した場合は、就労の場所または従事する業務や就業時間等を変更することがある。なお、その場合は復職前の賃金を下回ることもある。また、役職は復職時に会社が決定する。
 3. 傷病による休職から復職した社員は、復職後も主治医および会社の産業医の指導に基づき、健康の保持および増進に努めなければならない。また、健康の状態や業務の状況等について、会社および会社の産業医に必要な報告を怠ってはならない。

第4章 人 事

(変更届け出)

第17条 従業員は、第7条の提出書類の記載事項に変更があったときは、その都度速やかに所定の書類で会社に届け出なければならない。

(異動命令)

第18条 会社は業務の都合で転勤又は、出向を命じ、又は職場並びに職種の変更を命じることがある。なお、転勤については「転勤規程」、出向については「出向規程」による。

2. 従業員は、正当な理由なく異動命令を拒むことはできない。

(人事評価)

第19条 従業員の人事評価に関する取り扱いは、別に定める「人事評価規程」による。

第5章 退 職

(定年)

第20条 従業員の定年は満60歳とし、定年到達日（誕生日）の属する月の給与締切日をもって退職とする。但し、本人が希望し、解雇事由又は退職事由に該当しない者であって、高年齢者雇用安定法一部改正法附則第3項に基づきなお効力を有することとされる改正前の高年齢者雇用安定法第9条第2項に基づく労使協定の定める基準（以下、「基準」という）をいずれも満たす者については、65歳まで継続雇用し、基準のいずれかを満たさない者については、基準の適用年齢まで継続雇用する。なお継続雇用は原則として1年毎の契約更新とする。

2. 前項の場合において、次の表の左欄に掲げる期間における当該基準の適用については、同表の左欄に掲げる区分に応じ、それぞれ右欄に掲げる年齢以上の者を対象に行うものとする。

区分	適用年齢
平成25年4月1日から平成28年3月31日まで	61歳
平成28年4月1日から平成31年3月31日まで	62歳

平成 31 年 4 月 1 日から平成 34 年 3 月 31 日まで	63 歳
平成 34 年 4 月 1 日から平成 37 年 3 月 31 日まで	64 歳

3. 継続雇用時の配属先、業務内容については個別相談の上、決定する。また勤務時間、勤務日数、給与及び賞与等の諸条件については、業務内容および職務遂行能力、責任を勘案し、個々の雇用契約書で締結する。

(退職)

第 2 1 条 従業員が次の各号の一に該当するに至った場合は、その日を退職の日として従業員としての資格を失う。ただし、第 1 号については該当日の前日を退職の日として扱う。

- (1) 会社の取締役又は監査役（従業員身分のある役員を除く）に就任したとき
- (2) 退職を届け出て会社の承認があったとき
- (3) 期間を定めて雇用した者の雇用期間が満了し、契約を更新しないとき
- (4) 休職期間が満了したにもかかわらず従来業務に就くことが不可能であるとき
- (5) 定年到達日以降で継続雇用を希望しないとき、又は第 20 条に定める労使協定の基準を適用年齢を超えて満たさなかったとき
- (6) 解雇されたとき
- (7) 死亡したとき

(退職届)

第 2 2 条 従業員が前条第 2 号、第 3 号、第 4 号及び第 5 号に該当する場合は、14 日前までに退職届及び誓約書を提出しなければならない。

2. 前項の規定により退職届を提出した者は、会社の承認があるまでは引き続きその業務に従事しなければならない。
3. 管理職にある者は 2 ヶ月前までに届け出るものとする。

(退職願)

第 2 3 条 削除

(退職時の返却物)

第 2 4 条 従業員が退職するときは、遅滞なく、会社から貸与されているパソコン、携帯電話、社員証、社章、名刺、鍵、カード、制服、業務上の書類その他貸与されている一切のものを返納しなければならない。

2. 削除

(退職に係る責任)

第25条 従業員が退職するときは、担当していた業務内容を後任者に引継ぎしなければならない。

2. 退職する者は在職中に知り得た機密を他に漏らしてはならない。

(解雇)

第26条 会社は、従業員が次の各号の一に該当するときは、30日前に予告するか又は平均賃金の30日分を支払い、即日解雇することがある。ただし、予告日数は平均賃金を支払った日数だけ短縮することがあることとし、試用期間中の者で入社後14日を経過していない者については、30日前の予告又は30日分の平均賃金を支給せず即日解雇することがある。

- (1) 業務上止むを得ない都合のあるとき、又は天災事変その他これに準ずる、止むを得ない事情により、事業の継続が困難になったとき
- (2) 精神もしくは身体の障害により業務に耐えられないと認められたとき
- (3) 労働能力が甚だ低下し配置転換不能のとき
- (4) 経験者として採用したにもかかわらず、期待された職務能力がないと認められたとき
- (5) 勤務成績又は就業状況が著しく不良で就業に適さないと認められるとき
- (6) 試用期間終了時までに、従業員として不適格であることが認められたとき
- (7) 労働者災害補償保険法（以下労災保険法という）に定める傷病補償給付を受けている者で療養開始後3年を経過し打切補償を支払ったとき
- (8) その他前各号に準ずる事由のあるとき

(解雇制限)

第27条 会社は次の各号の一に該当する期間は、従業員を解雇することはない。ただし、第1号に該当し、前条第7号により打切補償を支払った場合は、この限りでない。

- (1) 業務上負傷し、又は疾病にかかり療養のため休業する期間及びその後30日間
- (2) 産前産後の女性が労働基準法第65条（産前産後）の規定によって休暇を取得する期間及びその後30日間

第6章 労働時間・休憩

(所定労働時間)

第28条 所定の労働時間は休憩時間を除き実働7時間30分とし、始業時刻、終業時刻及び休憩時間は次のとおりとする。

始業時刻	終業時刻	休憩時間	時間外勤務を行う場合の休憩時間
午前9時00分	午後5時30分	正午から午後1時まで	午後5時30分から午後6時00分まで

ただし、研究及び開発に従事する者の始業時刻、終業時刻及び休憩時間は次のとおりとする。

始業時刻	終業時刻	休憩時間	時間外勤務を行う場合の休憩時間
午前9時30分	午後6時00分	正午から午後1時まで	午後6時00分から午後6時30分まで

また、工場及びテクノセンターに従事する者の始業時刻、終業時刻及び休憩時間は次のとおりとする。

始業時刻	終業時刻	休憩時間	時間外勤務を行う場合の休憩時間
午前8時50分	午後5時30分	正午から午後1時まで 午後3時から午後3時10分まで	午後5時30分から午後6時00分まで

工場に勤務する者については、繁忙期に三交代制を取ることがあり、その場合の始業時刻、終業時刻及び休憩時間は次のとおりとする。

	始業時刻	終業時刻	休憩時間	時間外勤務を行う場合の休憩時間
1	午前8時50分	午後5時30分	正午から午後1時まで 午後3時から午後3時10分まで	午後5時30分から午後6時00分まで
2	午後5時00分	午前1時30分	午後9時から午後10時まで	午前1時30分から午前2時00分まで
3	午前1時00分	午前9時30分	午前4時から午前5時まで	午前9時30分から午前10時00分まで

工場に勤務する者のうち、カスタマーサービスに従事する者は二交代制とし、始業時刻、終業時刻及び休憩時間を次のとおりとする。

	始業時刻	終業時刻	休憩時間	時間外労働を行う場合の休憩時間
1	午前8時50分	午後5時30分	正午から午後1時まで 午後3時から午後3時10分まで	午後5時30分から午後6時00分まで
2	午後2時30分	午後11時00分	午後7時から午後8時まで	午後11時から午後11時30分まで

2. 前項の定めに関わらず、労使協定を結んだ場合は、休憩時間を交代で与えることがある。

(みなし労働)

第29条 営業活動及びそれに準ずる勤務を事業場外で行う場合において、勤務時間を算定しがたいときは前条の労働時間を労働したものとみなす。ただし、上長が予め別段の指示をしたときはこの限りでない。

2. 労働基準法に定める裁量労働業務について労使協定を締結した場合には、裁量労働業務に従事する従業員は労使協定で定める時間労働したものとみなす。
3. 出張その他会社の用務で事業場外にて勤務する場合において、勤務時間を算定しがたいときは前条の労働時間を労働したものとみなす。

(始業・終業時刻の変更)

第30条 業務の都合等必要ある場合は、全部又は一部の従業員について第28条の始業・終業及び休憩の時間を変更することがある。ただし、この場合においても1日の所定労働時間が実働7時間30分を超えないこととし、満18歳未満の者については、午後10時から午前5時までの間は勤務させることはない。

(時間外勤務)

第31条 業務の都合により止むを得ない場合は、所定労働時間外に業務を命ずることがある。

2. 従業員は、時間外勤務を命ぜられた場合は、正当な理由なくこれを拒んではない。

(深夜労働)

第32条 業務の都合により止むを得ない場合は、深夜労働を命ずることがある。

2. 従業員は深夜労働を命ぜられた場合は、正当な理由なくこれを拒んではない。

(休日労働)

第33条 業務の都合により止むを得ない場合は、休日労働を命ずることがある。

2. 従業員は休日労働を命ぜられた場合は、正当な理由なくこれを拒んではない。

第7章 休日・休暇

(休日)

第34条 休日は次のとおりとする。

- (1) 土曜日

- (2) 日曜日
- (3) 国民の祝日
- (4) 国民の祝日が日曜日と重なる時の月曜日
- (5) 削除
- (6) 年末年始休暇（4日間）
- (7) その他会社の指定する日

2. 労働基準法上の法定休日は前項第2号の日曜日とする。

（休日の振替）

第35条 業務の都合により前条の休日を他の日に振り替えることがある。この場合は、前日までに振替による休日を指定して従業員に通知する。

- 2. 休日労働を命ずるにあたり、予めその休日に代わるべき休日を他の日に振替えてから振替前に休日であった日に労働を命じた場合には、本来の休日の労働は休日労働と見なさない。
- 3. 前項の休日の振替は、事前に本人の意見を聴取して決定する。

（代休）

第35条の2 会社は、業務上の都合により、休日に出勤を命じることがある。

- 2. 前項により休日出勤を行ったときは、賃金の同一計算期間内に代休を取得することができる。
- 3. 業務の都合上その他やむを得ない事由があり、賃金の同一計算期間内に代休を取得できない場合は会社が認めた場合に限り、前項の代休取得期間を3ヶ月間まで延長することができる。

（年次有給休暇）

第36条 次の表に従い、年次有給休暇を与える。付与を行うときは、付与日から次の付与日（入社の場合は、入社日から最初の付与日）までの全労働日を8割以上出勤した従業員に対して年次有給休暇を与える。

<表>

勤続年数	6ヶ月	1年 6ヶ月	2年 6ヶ月	3年 6ヶ月	4年 6ヶ月	5年 6ヶ月	6年6ヶ月 以上毎年
付与日数	10	11	12	14	16	18	20

- (2) 出勤日数の算定に当たっては、年次有給休暇、特別休暇、生理休暇、産前産後休暇、通院休暇、看護休暇、従業員が業務上負傷し、又は疾病にかかり療養のため休業した期間及び育児休業をした期間、介護休業をした期間は出勤したものとみなす。
- (3) 年次有給休暇は翌年に限り繰り越すことができる。

2. 前項の年次有給休暇は、半日単位で取得することができる。半日単位の年次有給休暇（以下、半休という）は午前半休・午後半休として取得でき、それぞれの半休を取得した場合の勤務時間は次の通りとする。

取得半休	午前9時00分～午後1時45分	午後1時45分～午後5時30分
午前半休	休暇	勤務時間
午後半休	勤務時間	休暇

研究及び開発に従事する者が半休を取得した場合の勤務時間は次の通りとする。

取得半休	午前9時30分～午後2時15分	午後2時15分～午後6時00分
午前半休	休暇	勤務時間
午後半休	勤務時間	休暇

工場及びテクノセンターに従事する者が半休を取得した場合の勤務時間は次の通りとする。

取得半休	午前8時50分～午後1時35分	午後1時35分～午後5時30分
午前半休	休暇	勤務時間
午後半休	勤務時間	休暇

3. 半休は、第28条に定める所定労働時間が午前9時00分から午後5時30分の者、午前9時30分から午後6時00分の者、及び午前8時50分から午後5時30分の者に限り取得することができる。
4. 年次有給休暇を取得した日は、出勤したものとみなして通常の賃金を支給する。
5. 年次有給休暇を請求しようとする者は、事前に上長に申し出なければならない。ただし、止むを得ない場合は、事後速やかに届け出るものとする。
6. 年次有給休暇は、本人の請求があった時季に付与する。ただし、業務の都合により止むを得ない場合は、その時季を変更することがある。

（慶弔休暇）

第37条 従業員が次の事由に該当する場合は、次のとおり慶弔休暇を与えるなお、慶弔休暇中に介在する休日は、慶弔休暇日数に含めないものとする。

付 与 事 由		慶弔休暇日数
結 婚	本人	挙式前後通算 5日
	1 親等の血族（実父母、実子）	挙式当日 1日
	2 親等の血族（祖父母、兄弟姉妹）	挙式当日 1日
出 産	配偶者出産	2日
忌 引	配偶者	1週間以内に 5日
	1 親等の血族（実父母、実子）	1週間以内に 5日
	2 親等の血族（祖父母、兄弟姉妹）	同居 3日 別居 2日

	3親等の血族（伯叔父母、甥姪）		1日
	配偶者の父母	同居	3日
		別居	2日
	配偶者の祖父母、兄弟姉妹	同居	2日
		別居	1日

2. 慶弔休暇を受けようとするときは事前に届け出なければならない。ただし止むを得ない場合には事後できる限り速やかに届け出るものとする。なお、届け出については必要に応じ証明書を提出させることがある。
3. 慶弔休暇を取得した日は有給とし、通常の賃金を支給する。

（特別休暇）

第38条 従業員が次の各号に該当する場合は、次のとおり特別休暇を与える。

- （1） 公民権の行使または公の職務の執行を必要とする場合は、その行使または執行に必要な期間を休暇として与える。ただし、無給とする。
 - （2） 伝染病予防のため就業を禁止された場合は、診断書等その事由を証明する書面を提出し、所属長の承認を得ることにより必要な期間を休暇として与える。ただし、無給とする。
 - （3） 天災事故、火災、その他これに類する災害により本人の現住居が滅失、大破又はこれに準ずる被害を受けた場合は、その被害に応じて必要日数の休暇を与える。
 - （4） 削除
 - （5） その他前各号に準じて特に会社が認めた場合は、有給又は無給の必要日数の休暇を与える。
2. 特別休暇を受けようとするときは事前に届け出なければならない。ただし止むを得ない場合には事後できる限り速やかに届け出るものとする。なお、届け出については必要に応じ証明書を提出させることがある。

（生理休暇）

第39条 生理日の就業が著しく困難な女性従業員が休暇を請求したときは、必要日数の休暇を与える。なお、生理休暇は無給とする。

（産前産後休暇）

第40条 産前6週間（多胎妊娠の場合は14週間とし、出産当日は産前に含むものとする）以内の女性従業員が休暇を請求したときは、産前休暇を与える。また、産後8週間は休暇の請求がない場合においても休暇を与える。ただし、産後6週間を経過し、本人が就業を申し出、医師が認めた場合はこの限りでない。なお、産前産後休暇は無給とする。

(通院休暇)

第41条 妊産婦があらかじめ申し出た場合は、母子保険法に基づく保険指導、又は健康審査を受けるための必要な時間を通院休暇として与える。なお、通院休暇は無給とする。

(育児時間)

第42条 生後満1歳の乳児を育てる女性従業員が請求した場合は、休憩時間の他、1日2回、各々30分の育児時間を与える。なお、育児時間は無給とする。

(子の看護のための休暇)

第43条 小学校就学の始期に達するまでの子を養育する従業員は、負傷し、又は傷病にかかった当該子の世話をするために、就業規則第36条に規定する年次有給休暇とは別に、毎年、4月1日を起算日とした1年につき5日間を限度として子の看護のための休暇を取得することができる。なお、看護休暇は無給とする。

(育児休業)

第44条 育児休業については、別に定める育児休業に関する法律及び「育児・介護休業取扱規程」による。

(介護休業)

第45条 介護休業については、別に定める介護休業に関する法律及び「育児・介護休業取扱規程」による。

(休暇の届け出)

第46条 第7章に定める休暇を取得しようとするものは、事前に上長に申し出なければならない。但し、止むを得ない場合は事後速やかに届け出るものとする。

第8章 服 務 規 律

(服務基本原則)

第47条 従業員は会社の方針、諸規則通達並びに上長の指示命令を誠実に守り、業務に専念すると共に互いに協力して職場秩序の保持に努めなければならない。

2. 上長は部下の人格を尊重すると共にこれを指導し、率先して職務を遂行しなければならない。

(服務心得及び規律)

第48条 従業員は就業について次の事項を守り、業務に精励しなければならない。

- (1) 従業員は常に健康に留意しなければならない。
- (2) 従業員は職場を常に整理整頓し、盗難、火災の防止に努めなければならない。
- (3) 従業員は会社の信用を傷つけ、又は会社の不名誉となる行為をしてはならない。
- (4) 職務上の権限を超えて専断的な行為をしてはならない。
- (5) 業務上、顧客からクレームを受けたり業務の失敗があったときは、速やかに上長に報告しなければならない。
- (6) 従業員は定刻に就業できるように準備し、始業の合図と共に直ちに就業しなければならない。また、終業時刻前に退社の準備をしてはならない。
- (7) 他の会社、団体等の役員もしくは従業員となる場合は、会社の命令又は許可を受けなければならない。また、いかなる場合も会社と競業的な業務を行ってはならない。
- (8) 会社名又は職務を利用して私事に関する金品の貸借、保証、贈与及び供応等を受けてはならない。
- (9) 職権を乱用し、正当な理由なく私事に関する金銭取引その他証書類に会社の名称を用いて会社に損害を与えてはならない。
- (10) 会社の機械、器具、車輛その他の備品を大切に扱い、故障、破損又は紛失したときは直ちに上長に報告しなければならない。また、私的に使用してはならない。
- (11) 職務上知り得た会社の業務上の情報又は秘密を漏洩してはならない。
- (12) 携帯電話を貸与されている従業員は、就業時間中には常に受信できる状態にしておかなければならない。
- (13) 会社の施設内において、業務以外の目的で、集会、放送、文書配布（電子媒体含む）、文書貼り付け、写真撮影、ビデオ撮影又は録音等の行為をしようとする時は、事前に会社の許可を得なければならない。
- (14) 会社の承認なく社外の者を社内に引き入れてはならない。
- (15) 会社の許可なく、会社構内または施設内において宗教活動、政治活動など業務に関係のない活動を行ってはならない。
- (16) 反社会的勢力、またそれに準ずる集団または個人など、会社に悪影響を及ぼす恐れがあるものとの交際や接触などを一切持ってはならない。
- (17) 原則として従業員同士による金銭のやり取りをしてはならない。
- (18) 社内で賭博その他これに類似する行為をしてはならない。

- (19) 会社が所有する一切の金品を他人に貸与したり、私用に供してはならない。
- (20) 酒気を帯びて就業してはならない。
- (21) 業務に必要としない火気、凶器、その他危険と思われるものを所持してはならない。
- (22) 会社の所定の届け出や手続き等を怠ってはならない。
- (23) 正当な理由なく遅刻、早退又は欠勤をしてはならない。また、勤務中は定められた業務に専念し、許可なく職務を離れてはならない。
- (24) 従業員は業務の効率化をはかり、上長の許可なく時間外勤務を行ってはならない。
- (25) 健全な職場環境を実現するため、いかなる場合でもセクシュアルハラスメント及びパワーハラスメントに該当する行為を行ってはならない。
- (26) 前各号に違反しもしくは違反する行為をそそのかし、又は幫助してはならない。

(個人情報の保護)

第48条の2 従業員は個人情報の保護を遵守しなければならない。なお、個人情報とは、個人に関する情報であつて、氏名、生年月日、その他の記述等により特定の個人を識別することができるものをいう。

- 2. 個人情報は、業務の遂行上必要な限度において、会社から利用許可を得た者のみが利用できるものとする。

(秘密保持義務)

第48条の3 従業員は、業務上知り得た営業、経営、技術等に関する会社の機密情報（顧客情報および従業員等の個人情報を含む）の漏洩防止のために、会社からの許可なく第三者に開示してはならず、許可された範囲を超えてアクセス（例えば家庭用PCへの送受信など）、コピー、複製、撮影等をしたり、または私的に使用してはならない。また、退職時には全ての秘密情報を会社に返還し複製物等を一切残さないことと共に、退職後も秘密として保持しなければならない。

(職務発明・考案・意匠の創作)

第49条 従業員が、会社の業務範囲に属する事項について、発明・考案・意匠の創作をした場合は、遅滞なく所定の手続きにより、上長に届け出し、その発明・考案・意匠の創作が、現在又は過去の職務に関するものであると会社が認めた場合は、工業所有権を受ける権利を会社に譲渡しなければならない。これに対する補償、その他の取扱いについては別に定める「発明考案規程」による。

(私用のための面会)

第50条 勤務時間中は私用のための外来者と面会してはならない。但し、上長の許可を受け、所定の場所において面会する場合はこの限りでない。

(退出命令)

第51条 従業員がこの就業規則を遵守せず業務に支障を及ぼす場合は、退出を命ずることがある。

第9章 賞 罰

(賞罰の目的)

第52条 会社は従業員が会社諸規則を遵守することにより、業務の円滑な遂行を図ることを目的として本章の定めるところに従い、厳正なる賞罰を行うものとする。

(賞罰)

第53条 従業員の賞罰は、別に定める「賞罰規程」によるものとする。

(表彰)

第54条 従業員が次の各号の一に該当する場合は、別に定める「賞罰規程」に基づき表彰する。

- (1) 業務上顕著な功績があったとき
- (2) 業務上有益な改良・発明・考案又は発見をし、これを採用されたとき
- (3) 業務上の損害、危険或いは障害を未然に防止し、又は損害を少なからしめたとき
- (4) 特に品行方正、誠実勤勉で技能に優れ他の模範と認められるとき
- (5) 国家的又は社会的功績があり、会社の名誉となる行為があったとき
- (6) 前各号に掲げる程度に善行又は功労があると認められたとき
- (7) その他

(表彰の方法)

第55条 前条の表彰は、賞状、賞品又は賞金を授与してこれを行う。

(懲戒の種類)

第56条 従業員に対する懲戒は、次の6種類とし、始末書を徴収する。

- (1) 譴責 訓戒して将来を戒める。
- (2) 減給 給与を減額する。但し、1回の減額が平均賃金の1日分の半額、又は総額が1賃金支払い期における賃金総額の1割を超えることはない。
- (3) 出勤停止 14日以内で出勤を停止しその期間中の賃金は支給しない。
- (4) 降格 役付けを免ずるか又は資格を下げ将来を戒める。
- (5) 諭旨解雇 退職を勧告し、退職に応じたときは自己都合退職とする。退職に応じないときは解雇する。
- (6) 懲戒解雇 予告期間を設けずに即日解雇する。この場合行政官庁の認定を得たときは予告手当を支給しない。

(懲戒事由)

第57条 従業員が次の各号の一に該当するときは、譴責、減給、出勤停止、降格処分にする。

- (1) 第8章に規定する服務規律に違反したとき
- (2) 正当な理由なく、再三にわたり遅刻・早退・私用外出をなし、もしくは無断欠勤したとき
- (3) 勤務怠慢で勤務に対する誠意が認められないとき
- (4) 勤務成績が不良で改善が見られないとき
- (5) 就業時間中、許可なく自己の職場を離脱したとき
- (6) 勤務に関する手続きその他の手続きを偽ったとき
- (7) 故意又は重大な過失によって会社に有形無形の損害を与えたとき
- (8) 素行不良で会社の風紀、秩序を乱したとき
- (9) 不正不義の行為をなし会社の名誉及び信用を傷つけたとき
- (10) この規則又は会社が定める諸規則に再三違反したとき
- (11) 会社の定めるルールを自己の判断で勝手に変えたとき
- (12) 業務上の怠慢又は監督不行き届きによって災害、障害その他の事故を発生させたとき
- (13) 会社車両を運転中、道路交通法に違反したとき
- (14) 会社車両を許可なく私用で使ったとき
- (15) 無免許または無資格で運転を行ったとき
- (16) 運転中に携帯電話を使用したとき
- (17) 酒気帯びまたは飲酒運転を行ったとき
- (18) 酒気を帯びて運転することとなる恐れのある者に対して酒類を提供し、または飲酒を勧め、あるいは酒気帯び運転または飲酒運転を行ったことを知りながら容認したとき

- (19) 交通事故を起こして、それを直ちに会社に報告しなかったとき
- (20) 取引先等から高額な贈答品、接待、金券、金員、あるいは何かしらの待遇を授受し、会社に報告を行わなかったとき
- (21) 会社に対し、虚偽の報告をしたとき
- (22) 業務の関連にかかわらず私利私欲を図る行為をして会社に損害を与えたとき
- (23) 私的な事項に関連して発生した金銭を会社に請求したとき
- (24) 正式な手続きなくして口頭の約束、あるいは契約を締結し、業務委託、物品の購入等の費用を発生させたとき
- (25) 故意、過失を問わず、会社の機密情報を社外に漏洩したとき、または情報管理規程に違反したとき
- (26) 会社に影響を及ぼす、または必要な情報を上位職の者に直接伝達しなかったとき
- (27) 上位職の者に対する業務上の報告を怠ったとき
- (28) 業務上、必要な情報及び業務上の報告を上位職の者に報告することなく、他の者に伝達して上位職に対する報告義務を放置したとき
- (29) 他部署からの依頼に対し回答をしない、または、不誠実な回答をして業務上損害を与えたとき
- (30) 業務に非協力的で協調性を欠くとき
- (31) 上位職からの指示を遂行せず放置したとき
- (32) 問題が発生する可能性、または、発生していることを知っていながら、他に知らせることなく問題を継続させているか、拡大させているとき
- (33) 問題が発生したにもかかわらず、そのことを上位職に報告することなく処理していたとき
- (34) 会社の業務命令に反して就業を拒んだとき
- (35) 会社が命じた配置転換を正当な理由なく拒んだとき
- (36) 権限を逸脱して会社印章の押印をしたとき
- (37) 独断で会社以外の第三者に約束及び確認のため（メモ、名刺等に）一筆を記したとき
- (38) 部門間の伝達ルールを無視し、部門責任者の了解なく、その部門の課員に対し直接業務の依頼、指示をして業務処理をしたとき
- (39) 稟議書または事前協議申請書の手続き及び決裁を得ないで業務執行したとき
- (40) 上長に十分な説明をせずに、押印（個人印及び会社印章）を依頼したとき
- (41) 上位職に無断でマスコミ・ジャーナリストの取材を受けた場合

- (42) 部下が虚偽の報告をしたことを知りながら容認したとき
- (43) 部下が業務の関連にかかわらず私利私欲を図る行為をして会社に損害を与えたことを知りながら容認したとき
- (44) 部下の時間外労働を適切に管理しなかったとき
- (45) 会社及び取引先の個人情報を漏洩したとき
- (46) その他前各号に準ずる行為をしたとき

(管理職に対する懲戒事由)

第57条の2 管理職が次の各号の一に該当するときは、譴責、減給、出勤停止、降格処分にする。

- (1) 管理職が、目標を具体的に立案し、戦略的な業務遂行を計画的に果たすことを怠ったとき
- (2) 管理職が、業務上の必要があるにもかかわらず、関係者への伝達、調整の会議を開催しないことで問題が発生したとき
- (3) 管理職が、部下が罰則の対象であるにもかかわらず、部下に始末書提出を命令していないとき
- (4) 管理職が、業務上の方針が不明確なまま放置し、相談等対応策を講じることを怠っているとき
- (5) 管理職が内容確認または説明を受けず、書類に印章（個人印及び会社印章）を押印したとき
- (6) 管理職が会社の承認を得ないまま専断の行為をし、または部下の行為を専断的に容認し、会社に損害を与えたとき

(懲戒解雇及び諭旨解雇)

第58条 従業員が次の各号の一に該当するときは懲戒解雇もしくは諭旨解雇に処する。但し情状により譴責、減給、出勤停止、降格に止めることがある。

- (1) 正当な理由なしに無断欠勤が引き続き7日以上に及び、出勤の督促に応じなかったとき
- (2) 誓約書違反を行い、注意したにも関わらず是正しなかったとき
- (3) 他人に対し暴行、脅迫を加え又は業務を妨害したとき
- (4) 上長の指示、命令に従わず越権、専断の行為をなし職場の秩序を乱し、あるいは会社に損害を与えたとき
- (5) 与えられた業務に非協力的で協調性に欠け、指導するも社員として全く不適切なとき
- (6) 重要な経歴を偽りその他不正な方法を用いて採用されたとき
- (7) 故意に災害事故を引き起こし、または会社の設備器具を損壊したとき

- (8) 再三にわたり、会社の諸規則に反し、指導したにも関わらず改悛の兆しが見受けられないと判断されたとき
- (9) 故意に業務を妨害したり、会社の秩序、風紀を著しく乱す行為があり、指導したにも関わらず是正しなかった場合
- (10) 業務上の重大な情報又は秘密を漏らしたり会社の対面を著しく汚したとき
- (11) 会社の承認なしに在籍のまま他に就職し役員を兼ね、又は自ら事業を営むに至ったとき
- (12) 業務に関し不正不当の金品その他を授受したとき
- (13) 業務上の横領を行い、背任行為があったとき
- (14) 不正に会社の金品を持ち出したり、社内外を問わず、他人の金銭物品を窃盗したとき
- (15) 会社の名誉を汚し、信用を著しく傷つけたとき
- (16) 刑罰法規に違反して有罪の判決を受けたとき
- (17) 消費者金融等の金融業者から金銭を借りて、会社にまで再三督促があり、そのために会社業務の運営に支障が生じたとき
- (18) 故意又は重大な過失により業務上重大な失態があったとき
- (19) 他人を教唆、煽動又は幫助して第 57 条に該当する行為をさせ、又はさせようとしたとき
- (20) 無免許または無資格で運転を行い、重大な事故を起こしたとき
- (21) 酒気帯びまたは飲酒運転を行い、重大な事故を起こしたとき
- (22) セクシュアルハラスメント規程の懲戒事由に該当するとき
- (23) パワーハラスメントに該当する行為をし、注意したにも関わらず是正しなかったとき
- (24) 会社及び取引先の個人情報を故意に漏洩したとき
- (25) 前条の懲戒違反行為のうち、その複数に該当する等、特に重責違反であると認められるとき
- (26) その他前各号に準ずる行為のあったとき

(監督責任)

第 59 条 下級者が懲戒された場合は、懲戒の程度によりその者を指導監督する上長も処罰されることがある。

(損害賠償)

第 60 条 会社は懲戒処分その他、その被った損害の全部又は一部を賠償させることがある。

第10章 給与・賞与及び退職金

(給与)

第61条 従業員の給与に関しては、別に定める「従業員給与規程」による。

(賞与)

第62条 賞与は、支給日に在籍する従業員に対して上期と下期に分けて支給することがあり、詳細は別に定める「従業員給与規程」による。

(退職金)

第63条 削除

第11章 安全・衛生

(遵守義務)

第64条 従業員はこの規則その他安全衛生に関する諸規則を遵守し、災害の防止並びに快適な職場づくりに努めると共に、特に次の事項を厳守しなければならない。

- (1) 安全管理者、衛生管理者その他安全衛生担当者の指示命令に従うこと
- (2) 職場の整理整頓に努めること
- (3) 機械設備及び工具等は使用前に点検し、故障もしくは危険な箇所を発見したときは使用を停止し、その旨を安全管理者に報告すること
- (4) 部署を離れるときは、受持ちの機械、原動機等の運転を中止すること
- (5) 安全装置、消火設備その他安全衛生のために設けられた諸施設を許可なく取り除き、変更し又はその効力を失わせるようなことをしないこと
- (6) 各種車両、クレーン、フォークリフト等の運転業務は免許を有する者及び資格を有する者また会社から指名された者以外は操作をしないこと
- (7) 危険防止のため使用又は着用を義務付けられている場所では、定められた保護具、安全靴、作業衣は常に正しく使用し又は着用すること

(災害発生時の処置)

第65条 従業員は災害の発生を発見し又はその危険を予知したときは、直ちに上長に報告してその指示に従わなければならない。但し、急を要するときは、臨機の措置をとり上長に報告しなければならない。

(予防措置)

第66条 従業員は、就業制限、治療及びその他保険衛生に必要な措置を必要と認められた場合は、衛生管理者の指示に従わなければならない。但し、急を要するときは、臨機の措置をとり上長に報告しなければならない。

(就業禁止)

第67条 次の疾病にかかった者は、医師の認定を得て就業を禁止することがある。

- (1) 精神病
- (2) 法定伝染病その他伝染性疾患
- (3) 勤務のため悪化のおそれのある疾患

(伝染病の届け出)

第68条 従業員は同居人又は近隣の者で法定伝染病にかかり又はその疑いあるときは、直ちにその旨を届け出なければならない。

(定期健康診断)

第69条 従業員に対し年1回定期的に健康診断を行う。但し、必要あるときは従業員の全部又は一部に対し臨時健康診断を行う。

(要保護者)

第70条 疾病にかかり又は身体虚弱その他のため、保護の必要を認められる者については、要保護者として服務制限、配置転換、治療その他保健衛生上必要な措置をとることがある。

(健康管理上の秘密厳守)

第71条 会社及び衛生管理者その他健康診断の事務に従事する者は、その職務上知り得た秘密を漏洩してはならない。

第12章 災害補償等

(業務災害)

第72条 従業員が業務災害を被ったときは、労働基準法の定めるところにより、会社は従業員に対しその療養に必要な給付等の補償を行う。

2. 前項の補償を受けるべき従業員が、同一の事由により労災保険法による保険給付を受けるときは、この給付額の範囲で、会社は補償の義務を免れるものとする。

(通勤災害)

第73条 従業員が通勤によって負傷し又は疾病にかかったとき、及び通勤災害によって障害が残り又は死亡した場合は、労災保険法の定めるところによる。

第13章 教 育

(教育)

第74条 新たに採用された者に対して業務上必要な教育を行う。

(外部研修)

第75条 前条の他、特に必要ある場合は特定の者を指定して、外部の教育機関、講習会、その他に派遣して、一定期間専門の知識技能の習得、研究等を行わせることがある。

2. 会社は、従業員が受講・就学等社外で教育を受けることを希望するときは、できる限り便宜をはかるものとする。

第14章 福 利 厚 生

(慶弔見舞金)

第76条 従業員の慶弔見舞いに関する取扱いは、別に定める「慶弔見舞金規程」による。

(財形貯蓄)

第77条 従業員の財形貯蓄に関する取扱いは、別に定める「従業員財形貯蓄取扱規程」

による。

(社宅)

第78条 従業員の社宅に関する取り扱いは、別に定める「転勤規程」及び「借上社宅規程」による。

(福利厚生施設)

第79条 従業員は、従業員及びその家族の福利厚生や保健のために会社が設けた、文化、体育及び保健の施設を所定の手続きを経て利用することができる。

- 附則
1. 本規則の改廃は、管理本部長が従業員代表の意見を聴取した上で立案し、取締役会の決議をもって決定する。また、影響を及ぼさない字句の修正および、組織改正に伴う部署名の変更など軽微な改定については、代表取締役の決裁をもって決定する。
 2. 本規則は、平成7年11月10日から実施する。
 3. 改訂日、平成 9年10月17日
但し、第16条および第33条は平成10年4月1日から施行する。
 4. 改訂日、平成11年 4月 1日
 5. 改訂日、平成11年 6月11日
 6. 改訂日、平成12年 3月26日
 7. 改訂日、平成12年11月10日
 8. 改訂日、平成14年 7月15日
 9. 改訂日、平成15年 6月26日
 10. 改訂日、平成17年10月26日
 11. 改訂日、平成18年 4月 1日
 12. 改訂日、平成18年 6月13日
 13. 改訂日、平成19年 6月26日
 14. 改訂日、平成20年 2月 1日
 15. 改定日、平成21年11月 1日
 16. 改定日、平成22年 3月26日
 17. 改定日、平成23年 4月 1日
 18. 改定日、平成25年 4月 1日

EXHIBIT 3C

EXHIBIT 3C



Yumi Ito
cpa

610 West 113th Street #1B
New York, NY 10025
646.436.6230

y.ito@yitousa.com

EXHIBIT 4

EXHIBIT 4

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.

CASE NO.: A-12-656710-B
DEPT. NO.: XI

**REQUEST TO JAPAN FOR
INTERNATIONAL JUDICIAL
ASSISTANCE (LETTER ROGATORY)**

AND ALL RELATED CLAIMS.

**REQUEST TO JAPAN FOR INTERNATIONAL JUDICIAL ASSISTANCE
(LETTER ROGATORY)**

TO: The Appropriate Judicial Authority in Japan

FROM: The District Court for Clark County, Nevada

I. Request for Assistance

The District Court for Clark County, Nevada, presents its compliments to the Appropriate Judicial Authority in Japan and requests international judicial assistance to obtain evidence to be used in a civil proceeding before this Court in the above-captioned matter. A trial in this matter is scheduled for February 6, 2017 in Las Vegas, Nevada.

This Court requests that the Appropriate Judicial Authority in Japan compel the appearance of the below-named individual to give oral testimony in response to questioning by the Appropriate Judicial Authority in Japan and/or the Japanese attorneys for the parties to this litigation:

WITNESS NAME: TOSHIHIKO KOSAKA

NATIONALITY: JAPANESE

ADDRESS: Toshihiko Kosaka
Park City Tokyo Bay Shin-Urayasu CoCo
5-5-1-1115, Hinode, Urayasu-shi, Chiba-ken 279-0013

This Court respectfully requests that the oral examination of the above-named individual take place by September 1, 2015 or as soon thereafter as possible. The assistance requested is necessary and in the interests of international justice.

II. Names and Addresses of the Parties and Their Representatives

Plaintiff:

Wynn Resorts, Limited
c/o James J. Pisanelli, Esq.
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for Plaintiff:

James J. Pisanelli, Esq. Todd L. Bice, Esq. Debra L. Spinelli, Esq. Jarrod L. Rickard, Esq. PISANELLI BICE PLLC 400 South 7 th Street, Suite 300 Las Vegas, Nevada 89101	Paul K. Rowe, Esq. Bradley R. Wilson, Esq. Grant Mainland Esq. WACHTELL, LIPTON, ROSEN & KATZ 51 West 52 nd Street New York, NY 10019	Robert L. Shapiro, Esq. GLASER WEIL FINK HOWARD AVCHEN, LLP 10250 Constellation Boulevard, 19 th Floor Los Angeles, CA 90067
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Defendants:

Kazuo Okada c/o David S. Krakoff, Esq. BUCKLEYSANDLER LLP 1250 24 th Street NW, Suite 700 Washington DC 20037	Aruze USA, Inc. c/o David S. Krakoff, Esq. BUCKLEYSANDLER LLP 1250 24 th Street NW, Suite 700 Washington DC 20037	Universal Entertainment Corporation c/o David S. Krakoff, Esq. BUCKLEYSANDLER LLP 1250 24 th Street NW, Suite 700 Washington DC 20037
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Attorneys for Defendants:

J. Stephen Peek, Esq. Bryce K. Kunimoto, Esq. Robert J. Cassity, Esq. Brian G. Anderson, Esq. HOLLAND & HART LLP 9555 Hillwood Drive, 2 nd Floor Las Vegas, Nevada 89134	David S. Krakoff, Esq. Benjamin B. Klubes, Esq. Joseph J. Reilly, Esq. Adam Miller, Esq. BUCKLEYSANDLER LLP 1250 24 th Street NW, Suite 700 Washington DC 20037
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III. Description of the Dispute Between the Parties

The above-captioned civil suit is currently pending in this Court. On February 19, 2012 Wynn Resorts Limited (“Wynn Resorts”) filed a Complaint against Universal Entertainment Corporation (“Universal”), Aruze USA Inc., (“Aruze USA”) and Kazuo Okada (collectively, the

1 “Aruze Parties”) seeking a declaratory judgment that its redemption of Aruze USA’s shares in
2 Wynn Resorts was valid and alleging that Mr. Okada breached his fiduciary duty to Wynn
3 Resorts with the aid of Universal and Aruze USA. The Aruze Parties deny these allegations and
4 filed counterclaims against Wynn Resorts, including seeking reinstatement of Aruze USA’s
5 shares of Wynn Resorts. Thus, there are disputes of fact in this litigation concerning the above
6 matters.

7 On April 24, 2015, the Universal and Aruze USA filed a Motion for Sanctions against
8 Wynn Resorts stating that between May 2012 and October 2013, Wynn Resorts, acting through
9 its Senior Vice President of Corporate Security, James Stern, and former Universal employee
10 Toshihiko Kosaka, contacted Universal’s Assistant General Manager for Finance and Accounting,
11 Yoshitaka Fujihara, on an *ex parte* basis, and induced Fujihara to breach his confidentiality
12 obligations to Universal by obtaining Universal documents Fujihara was not authorized to access
13 and disclosing Universal’s confidential and proprietary information to Wynn Resorts. Universal’s
14 and Aruze USA’s Motion for Sanctions asserts that such conduct is impermissible and in
15 violation of the right to a fair proceeding inherent in the judicial system. Universal’s and Aruze
16 USA’s claims are supported by a sworn declaration from Mr. Fujihara, enclosed to this letter as
17 Exhibit A, which describes in detail Mr. Kosaka’s role in pressuring and inducing Mr. Fujihara to
18 breach his confidentiality obligations to Universal by disclosing Universal’s proprietary and
19 confidential documents.

20 Therefore, this Court considers it necessary and in the interests of justice that testimonial
21 evidence be obtained for use at trial from Toshihiko Kosaka, a former employee of Universal.
22 Mr. Kosaka was integrally involved in the events at issue and his testimony is necessary to
23 establish the full extent of Wynn Resorts’ improper conduct and the extent to which this Court
24 should impose appropriate sanctions.

25 **IV. Request to Allow Questioning of the Witness by the Parties’ Attorneys**

26 This Court respectfully requests that Toshihiko Kosaka, a Japanese citizen who resides at
27 Park City Tokyo Bay Shin-Urayasu CoCo 5-5-1-1115, Hinode, Urayasu-shi, Chiba-ken 279-
28 0013, be summoned to attend and give oral testimony in response to questioning. This Court

1 respectfully requests that Japanese counsel for the parties be allowed to attend and participate in
2 the questioning of this witness. This Court does not presently know the identity of Japanese
3 counsel for the plaintiff. Japanese counsel for the defendants is:

4 Book Field Capital Attorneys at Law
5 Kowa Hiroo Building 2F, 5-2-32, Minami-Azabu
6 Minato-ku, Tokyo, 106-0047 Japan

7 This Court also respectfully requests that American counsel for the parties be allowed to
8 attend and observe the questioning of this witness.

9 **V. Request for Administration of Oath and Verbatim Transcript**

10 This Court respectfully requests that the witness be placed under oath and that a verbatim
11 transcript be made, and supplied, of all oral testimony given by the witness.

12 **VI. Request for Notification**

13 This Court respectfully requests that the following persons be notified of the time and
14 place of the execution of this Letter Rogatory:

15 For Plaintiff:

16 James J. Pisanelli, Esq. Todd L. Bice, Esq. Debra L. Spinelli, Esq. Jarrod L. Rickard, Esq. PISANELLI BICE PLLC 400 South 7 th Street, Suite 300 Las Vegas, Nevada 89101	17 Paul K. Rowe, Esq. Bradley R. Wilson, Esq. Grant Mainland Esq. WACHTELL, LIPTON, ROSEN & KATZ 51 West 52 nd Street New York, NY 10019	18 Robert L. Shapiro, Esq. GLASER WEIL FINK HOWARD AVCHEN, LLP 10250 Constellation Boulevard, 19 th Floor Los Angeles, CA 90067
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19 For Defendants:

20 J. Stephen Peek, Esq. Bryce K. Kunimoto, Esq. Robert J. Cassity, Esq. Brian G. Anderson, Esq. HOLLAND & HART LLP 9555 Hillwood Drive, 2 nd Floor Las Vegas, Nevada 89134	21 David S. Krakoff, Esq. Benjamin B. Klubes, Esq. Joseph J. Reilly, Esq. Adam Miller, Esq. BUCKLEYSANDLER LLP 1250 24 th Street NW, Suite 700 Washington DC 20037
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22 **VII. Request for Confidentiality**

23 This Court understands that Mr. Kosaka's testimony may be confidential in nature. For this
24 reason, this Court requests that Mr. Kosaka's testimony be kept confidential in accordance with
25 the protective order this Court has entered in this matter. The protective order is enclosed as
26
27
28

Exhibit B to this Letter Rogatory.

VIII. Questions

This Court requests that Mr. Kosaka be asked the following questions, as well as questions that reasonably follow from the initial responses provided, in the order below:

1. Please state and spell your full name.
2. Please state the name of each of your business ventures.
3. Please describe the nature of each of your business ventures.
4. For each of your business ventures, please state the date at which you started the business.
5. Please describe your relationship with Mr. Yoshitaka Fujihara.
6. Please describe the circumstances under which you came to know Mr. Fujihara.
7. Please describe each of your past written and/or oral communications with Mr. Fujihara.
8. For each of your past written and/or oral communications with Mr. Fujihara, please provide the date and time the communication occurred.
9. For each of your past written and/or oral communications with Mr. Fujihara, please identify the other participants and other persons present during the communication.
10. For each of your past written and/or oral communications with Mr. Fujihara, please describe the subject matter that was discussed.
11. Please describe your relationship with Mr. James Stern.
12. Please describe the circumstances under which you came to know Mr. Stern.
13. Please describe each of your past written and/or oral communications with Mr. Stern.
14. For each of your past written and/or oral communications with Mr. Stern, please provide the date and time the communication occurred.
15. For each of your past written and/or oral communications with Mr. Stern, please identify the other participants and other persons present during the communication.

- 1 16. For each of your past written and/or oral communications with Mr. Stern, please
- 2 describe the subject matter that was discussed.
- 3 17. Please describe any and all requests for information about the Aruze Parties that
- 4 you have received from Mr. Stern, any other employee of Wynn Resorts, Wynn
- 5 Resorts' counsel, and/or any employee of Wynn Macau.
- 6 18. For each instance you traveled to the United States from January 2011 to the
- 7 present, please identify the dates of arrival and departure.
- 8 19. For each instance you traveled to the United States from January 2011 to the
- 9 present, please identify the reasons for the travel.
- 10 20. For each instance you traveled to the United States from January 2011 to the
- 11 present, please identify the specific locations visited.
- 12 21. For each instance you traveled to the United States from January 2011 to the
- 13 present, please identify the person(s) who travelled with you.
- 14 22. For each instance you traveled to the United States from January 2011 to the
- 15 present, please identify the persons with whom you met on each trip.
- 16 23. For each instance you traveled to the United States from January 2011 to the
- 17 present, please identify who paid for your travel expenses, including but not
- 18 limited to hotel accommodations, airfare, car rental or services, and meals.
- 19 24. Please identify each and every instance in which you travelled with Mr. Fujihara
- 20 from January 2011 to the present, including but not limited to trips on or about
- 21 December 12, 2012 and February 22, 2013.
- 22 25. For each trip you took with Mr. Fujihara from January 2011 to the present,
- 23 including but not limited to trips on or about December 12, 2012 and February 22,
- 24 2013, please describe the nature of the travel.
- 25 26. For each trip you took with Mr. Fujihara from January 2011 to the present,
- 26 including but not limited to trips on or about December 12, 2012 and February 22,
- 27 2013, please identify dates of arrival and departure at your destination.
- 28

- 1 27. For each trip you took with Mr. Fujihara from January 2011 to the present,
2 including but not limited to trips on or about December 12, 2012 and February 22,
3 2013, please identify the specific locations visited.
- 4 28. For each trip you took with Mr. Fujihara from January 2011 to the present,
5 including but not limited to trips on or about December 12, 2012 and February 22,
6 2013, please identify any other person(s) who travelled with you.
- 7 29. For each trip you took with Mr. Fujihara from January 2011 to the present,
8 including but not limited to trips on or about December 12, 2012 and February 22,
9 2013, please describe the reasons for the travel.
- 10 30. For each trip you took with Mr. Fujihara from January 2011 to the present,
11 including but not limited to trips on or about December 12, 2012 and February 22,
12 2013, please identify the persons with whom you met on each trip.
- 13 31. For each trip you took with Mr. Fujihara from January 2011 to the present,
14 including but not limited to trips on or about December 12, 2012 and February 22,
15 2013, please identify who paid for your and Mr. Fujihara's travel expenses,
16 including but not limited to hotel accommodations, airfare, car rental or services,
17 and meals.
- 18 32. For each trip you took with Mr. Fujihara from January 2011 to the present,
19 including but not limited to trips on or about December 12, 2012 and February 22,
20 2013, please describe all communications associated with the payments for those
21 trips including whether you requested payment or reimbursement from another
22 person or entity or whether another person or entity afford to pay for the travel.
- 23 33. Please identify and describe all agreements, formal or informal, between you and
24 Wynn Resorts.
- 25 34. Please identify dates and amounts of payments of any kind, including
26 reimbursements for travel and/or entertainment expenses made directly or
27 indirectly by Wynn Resorts to yourself or any of your businesses from January
28 2011 to present.

- 1 35. Please identify the dates of meeting between you and the FBI and/or DOJ
- 2 regarding Wynn Resorts or the Aruze Parties.
- 3 36. Please describe why you introduced Mr. Fujihara to employees of Wynn Resorts,
- 4 included but not limited to James Stern.
- 5 37. Please identify all persons who took part in the decision-making process to
- 6 introduce Mr. Fujihara to employees of Wynn Resorts, including but not limited to
- 7 James Stern.
- 8 38. Please identify the dates at which discussions commenced regarding the
- 9 introduction of Mr. Fujihara to employees of Wynn Resorts, including but not
- 10 limited to James Stern.
- 11 39. Please identify any payments, direct or indirect, that you or your companies
- 12 received in exchange for introducing Mr. Fujihara to employees of Wynn Resorts,
- 13 including but not limited to James Stern.
- 14 40. For any payment, direct or indirect, that you or any of your companies received for
- 15 introducing Mr. Fujihara to employees of Wynn Resorts, including but not limited
- 16 to James Stern, please identify who provided you with the payment.
- 17 41. Please describe why you introduced Mr. Fujihara to the FBI and DOJ.
- 18 42. Please identify all persons who took part in the decision to introduce Mr. Fujihara
- 19 to the FBI and DOJ.
- 20 43. Please identify the dates at which discussions commenced regarding the
- 21 introduction of Mr. Fujihara to the FBI and DOJ
- 22 44. Please identify any payments, direct or indirect, that you or your companies
- 23 received for introducing Mr. Fujihara to the FBI and DOJ.
- 24 45. For any payment, direct or indirect, that you received for introducing Mr. Fujihara
- 25 to the FBI and DOJ, please identify who provided you with the payment.
- 26 46. Please identify and describe the contents of any documents you received from
- 27 January 2011 to the present, whether directly or indirectly, from current and/or
- 28 former Universal employees.

- 1 47. For each document you received from January 2011 to the present, whether
2 directly or indirectly, from current and/or former Universal employees, please
3 identify who you received the document from.
- 4 48. For each document you received from January 2011 to the present, directly or
5 indirectly from current and/or former Universal employees, please identify where
6 the documents originated (Universal or name of another entity or person).
- 7 49. For each document you received, from January 2011 to the present, directly or
8 indirectly, from current and/or former Universal employees, identify when you
9 received the document.
- 10 50. For each document you received, from January 2011 to the present, directly or
11 indirectly from current and/or former Universal employees, please state whether
12 the documents were given to you at your request.
- 13 51. Please identify and describe the contents of all documents concerning the Aruze
14 Parties you disclosed, directly or indirectly, to Wynn Resorts from January 2011 to
15 present.
- 16 52. For each document concerning the Aruze Parties you disclosed directly or
17 indirectly, to Wynn Resorts from January 2011 to the present, please identify who
18 received the document from you.
- 19 53. For each document concerning the Aruze Parties you disclosed directly or
20 indirectly to Wynn Resorts from January 2011 to the present, please identify the
21 dates on which you disclosed the document.
- 22 54. For each document concerning the Aruze Parties you disclosed directly or
23 indirectly to Wynn Resorts from January 2011 to the present, please identify
24 whether you disclosed the documents at another person's request, and if so whom.
- 25 55. For each document concerning the Aruze Parties you disclosed directly or
26 indirectly to Wynn Resorts from January 2011 to the present, please identify where
27 the documents originated (whether from Universal or name another entity or
28 person).

- 1 56. Please identify any direct or indirect payments that you or any of your companies
2 received for disclosing documents concerning the Aruze Parties to Wynn Resorts.
- 3 57. For any direct or indirect payment that you received for providing documents
4 concerning the Aruze Parties to Wynn Resorts, please identify who provided you
5 with the payment.
- 6 58. Please identify and describe the contents of all documents concerning the Aruze
7 Parties you disclosed directly or indirectly to the FBI, and/or DOJ from January
8 2011 to present.
- 9 59. For each document concerning the Aruze Parties you disclosed directly or
10 indirectly to the FBI and/or DOJ from January 2011 to the present, please identify
11 who received the document from you.
- 12 60. For each document concerning the Aruze Parties you disclosed directly or
13 indirectly to the FBI and/or DOJ from January 2011 to the present, please identify
14 the dates on which you disclosed the document.
- 15 61. For each document concerning the Aruze Parties you disclosed directly or
16 indirectly to the FBI and/or DOJ from January 2011 to the present, please identify
17 whether you disclosed the documents at another person's request, and if so whom.
- 18 62. For each document concerning the Aruze Parties you disclosed directly or
19 indirectly to the FBI and/or DOJ from January 2011 to the present, please identify
20 where the documents originated (whether from Universal or another entity).
- 21 63. Please identify any direct or indirect payments that you received for disclosing
22 documents concerning the Aruze Parties to FBI and/or DOJ.
- 23 64. For any direct or indirect payment that you or your companies received for
24 providing documents concerning the Aruze Parties to FBI and/or DOJ, please
25 identify who provided you with the payment.
- 26 65. Please identify every current and/or former employee of the Aruze Parties with
27 whom you have communicated from January 2011 to the present.
28

- 1 66. Please identify every written and/or oral communications you have had with any
2 current and/or former employees of the Aruze Parties from January 2011 to
3 present.
- 4 67. For each written and/or oral communication you have had with any current and/or
5 former employees of the Aruze Parties from January 2011 to the present, please
6 identify the location for in-person meetings.
- 7 68. For each written and/or oral communication you have had with any current and/or
8 former employees of the Aruze Parties from January 2011 to the present, please
9 identify the date of each such communication.
- 10 69. For each written and/or oral communication you have had with any current and/or
11 former employees of the Aruze Parties from January 2011 to the present, please
12 identify any other individuals participating in or present for the communication.
- 13 70. For each current and/or former employee of the Aruze Parties with whom you
14 communicated, whether written and/or oral, from January 2011 to the present,
15 please identify whether you introduced or facilitated contact between those
16 individuals and Wynn Resorts, the FBI, and/or DOJ.
- 17 71. Please identify any direct or indirect payments that you received for introducing
18 current and/or former employees of the Aruze Parties to Wynn Resorts the FBI,
19 and/or DOJ.
- 20 72. For any direct or indirect payment that you received for introducing current and/or
21 former employees of the Aruze Parties to Wynn Resorts the FBI, and/or DOJ,
22 please identify who provided you with the payment.
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1 **IX. Rights of the Witness in the United States**

2 Under the laws of the United States, Mr. Kosaka has the right to refuse to answer any
3 questions that would disclose confidential communications between him and his attorney(s) in
4 connection with the provision of legal advice.

5 **X. Reimbursement of Fees and Costs**

6 This Court expresses its willingness to secure reimbursement for the Appropriate Judicial
7 Authority in Japan for the fees and costs incurred in executing this Letter Rogatory. Any fees or
8 costs incurred in executing this Letter Rogatory will be borne by the Defendants Universal and
9 Aruze USA. Universal and Aruze USA request that the Appropriate Judicial Authority in Japan
10 contact counsel for Universal and Aruze USA before exceeding \$5,000 (U.S.) in costs.

11 **XI. Reciprocity**

12 This Court expresses its gratitude to the Appropriate Judicial Authority in Japan for its
13 assistance with this matter. This Court expresses its sincere willingness to provide similar
14 assistance to the Judicial Authorities in Japan in return if future circumstances should require.

15 Date of Request: May __ 2015

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The Hon. Elizabeth Gonzalez
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EXHIBIT 5

EXHIBIT 5

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Las Vegas, Nevada 89134

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

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

v.

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

Defendants.

AND ALL RELATED CLAIMS.

CASE NO.: A-12-656710-B
DEPT NO.: XI

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

Electronic Filing Case

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

RESPONDING PARTY: PLAINTIFF AND COUNTERDEFENDANT WYNN RESORTS, LIMITED

SET NO.: FOUR

Pursuant to NEV. R. Civ. P. 34, Counterclaimants-Defendants ARUZE USA, INC. and UNIVERSAL ENTERTAINMENT CORPORATION hereby request that Plaintiff and Counterdefendant WYNN RESORTS, LIMITED produce the following documents and things for inspection and copying in this Fourth 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 counsel of Universal Entertainment Corp. and Aruze USA Inc. 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 "Aruze USA" refers to Defendant and Counterplaintiff Aruze USA, Inc., 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, 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.

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

3. The term "Universal" refers to Defendant and Counterplaintiff 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,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

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

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

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

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

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

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

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

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

REQUEST FOR PRODUCTION NO. 320:

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

REQUEST FOR PRODUCTION NO. 321:

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

REQUEST FOR PRODUCTION NO. 322:

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

REQUEST FOR PRODUCTION NO. 323:

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

///

REQUEST FOR PRODUCTION NO. 324:

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

REQUEST FOR PRODUCTION NO. 325:

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

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///

REQUEST FOR PRODUCTION NO. 326:

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

DATED this 24th day of April 2015.

By



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CERTIFICATE OF SERVICE

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


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

Please see the attached E-Service Master List

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

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

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


An Employee of Holland & Hart LLP

E-Service Master List

For Case

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EXHIBIT 6

EXHIBIT 6

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28 *Attorneys for Defendant Kazuo Okada and
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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

**COUNTERCLAIMANTS-DEFENDANTS
ARUZE USA, INC. AND UNIVERSAL
ENTERTAINMENT CORPORATION'S
FIRST SET OF INTERROGATORIES TO
WYNN RESORTS, LIMITED**

Electronic Filing Case

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

RESPONDING PARTY: PLAINTIFF AND COUNTERDEFENDANT WYNN RESORTS, LIMITED

SET NO.: FIRST

Pursuant to NEV. R. CIV. P. 33, Counterclaimants-Defendants ARUZE USA, INC. (“Aruze USA”) and UNIVERSAL ENTERTAINMENT CORPORATION (“Universal”) hereby request that Plaintiff and Counterdefendant WYNN RESORTS, LIMITED answer the following interrogatories, separately in writing, under oath, and no later than thirty (30) days from the date of service hereof.

DEFINITIONS

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

1. The term “Aruze USA” refers to Defendant and Counterplaintiff Aruze USA, Inc., 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, 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.

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

3. The term “Universal” refers to Defendant and Counterplaintiff 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, 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 “Aruze Parties” refers to Kazuo Okada, Aruze USA, and Universal.

1 5. The term “James Stern” refers to James Stern, WRL’s Senior Vice President of
2 Corporate Security,¹ and his agents, representatives, associates, attorneys, and all other Persons
3 acting or purporting to act on his behalf or under his control.

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

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

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

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

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

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

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

28

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

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

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

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

15 16. The term "Document(s)" includes, but is not limited to, any written, typed,
16 printed, recorded or graphic matter, however produced or reproduced, of any type or
17 description, regardless of origin or location, including but not limited to any and all
18 correspondence, minutes, records, tables, charts, Analyses, graphs, regulations, Investigation
19 results, microfiche or microfilm, training materials, electronic records, electronic logs,
20 schedules, reports, audits, guidelines, Policies, protocols, reviews, assessments, budgets,
21 standing order directives, post orders, manuals, memoranda, hand written and electronic notes,
22 lists, logs, notations, contact sheets, calendar and diary entries, letters (sent or received),
23 telegrams, faxes, telexes, messages (including but not limited to reports of telephone
24 conversations and conferences), studies, rosters, schedules, booklets, circulars, bulletins,
25 instructions, papers, files, minutes, emails, summaries, bulletins, questionnaires, contracts,
26 memoranda or agreements, requests for proposals or responses to requests for proposals,
27 assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks,
28 vouchers, notebooks, receipts, acknowledgments, data processing cards, computer generated

1 matter, photographs, photographic negatives, phonograph records, tape recordings, evaluations,
2 video recordings, wire recordings, discs, other mechanical recording transcripts or logs of any
3 such recordings, all other data compilations from which information can be obtained, or
4 translated if necessary, text message, chat room, social media including Facebook and Twitter,
5 or posting or other display on the Internet or the World Wide Web, and any other tangible thing
6 of a similar nature. Each Request for a Document or Documents shall be deemed to call for the
7 production of the original Document or Documents to the extent that they are in or subject to,
8 directly or indirectly, the control of the party to whom these Requests for Production are
9 directed. In addition, each Request should be considered as including but not limited to all
10 copies and, to the extent applicable, preliminary drafts of Documents that differ in any manner
11 or respect from the original or final draft or from each other (*e.g.*, by reason of differences in
12 form or content or by reason of handwritten notes or comments having been added to one copy
13 of a Document but not on the original or other copies thereof).

14 17. The term "Identify" means (a) with respect to a person: that person's full name,
15 last known home and business addresses, present or last place of employment and position held,
16 responsibilities with respect to the subject matter of the interrogatory, and the periods of time
17 that person had such responsibilities; (b) with respect to a corporation, partnership, or other
18 business entity: that entity's full name including any "d/b/a" names, form of organization, and
19 address of principal place of business; (c) with respect to a document or thing: a description
20 sufficient in specificity such that the document or thing can be unambiguously obtained by
21 means of such description in a request for production or inspection, and shall include, where
22 applicable, its date, author(s), recipient(s), and present location; (d) with respect to a
23 communication: a description including the names of the parties to the communication, the date
24 of the communication, the substance of the communication, and all documents containing or
25 relating to the communication.

26 18. The term "Government Official(s)" refers to any officer or employee of a
27 government or any department, agency, or instrumentality thereof, or of a public international or
28 national organization, or any Person acting in an official capacity for or on behalf of any such

1 government or department, agency, or instrumentality, or for or on behalf of any such public
2 national or international organization.

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

6 20. The term "Philippines" refers to Republic of the Philippines.

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

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

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

19 24. The term "Indirectly" shall mean acting through an intermediate or intervening,
20 Person, pathway, instrumentality, including by inducing, encouraging, or contributing to another
21 Person's action(s).

22 INSTRUCTIONS

23 1. Each Interrogatory calls for (1) information, including information contained in
24 or on Documents, that is known or available to You, including all information in Your
25 possession, custody, or control; or (2) in the possession, custody, or control of another, other
26 than the Aruze Parties, if You have the ability or right to obtain such information, whether or
27 not such right or ability has been exercised.

28 2. If You refuse to respond to any Interrogatory, whether in whole or in part, as a

1 result of some claimed limitation, including but not limited to a claim of privilege, You must
2 describe the claimed grounds for refusal to respond including the nature of the privilege, the
3 subject matter covered, and the Persons privy to the privileged information.

4 3. Unless otherwise indicated, the Interrogatories herein call for information that
5 came into Your possession, custody or control at any time during the period from March 1,
6 2000 to the present.

7 4. Universal and Aruze USA reserve their rights to serve supplemental
8 Interrogatories as necessary.

9 5. The Requests below are continuing in nature. If, after making Your initial
10 responses, You acquire, obtain, locate, or identify different or additional knowledge,
11 information, or beliefs relative to these interrogatories, you are required to provide supplemental
12 answers to Universal and Aruze USA.

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

24 7. If You cannot answer an interrogatory fully and completely after exercising due
25 diligence to make inquiry and to secure the information to do so, please so state and answer
26 such interrogatory to the extent You are able, and further specify the facts on which You rely to
27 support Your contention that You are unable to answer the interrogatory fully and completely
28 including whether and how responsive information has been destroyed, discarded, or otherwise

1 lost. State what knowledge, information, or belief You have concerning the unanswered portion
2 of such interrogatory, and state fully, completely, and in detail the acts done and the inquiries
3 made by You to show that You have exercised due diligence to make inquiry and to secure the
4 information necessary to answer that Interrogatory.

5 **FIRST SET OF INTERROGATORIES**

6 **INTERROGATORY NO. 1:**

7 Identify any and all Communications, from January 1, 2011 to the present, between
8 WRL and any current or former employee(s) of Universal or Aruze USA (including but not
9 limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi
10 Nakano, Masato Araki, and Mikio Tanji). For each such Communication, identify all persons
11 participating, the date, the medium (*i.e.*, by telephone, email, in person, etc.) and the subject
12 matter(s) addressed.

13 **INTERROGATORY NO. 2:**

14 Identify the job title, duties, responsibilities, authorities, supervisors, subordinates, and
15 direct colleagues of James Stern from the date of his initial employment to the present.

16 **INTERROGATORY NO. 3:**

17 Identify any and all Communications, from January 1, 2011 to the present, between
18 James Stern and any other person described by the definition of WRL Concerning WRL's
19 Communications with, and/or the documents WRL received from, any current or former
20 employee(s) of Universal or Aruze USA (including but not limited to Toshihiko Kosaka,
21 Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio
22 Tanji). For each such Communication, identify all persons participating, the date, the medium
23 (*i.e.*, by telephone, email, in person, etc.) and, without revealing any privileged information, the
24 subject matter(s) addressed.

25 **INTERROGATORY NO. 4:**

26 Identify any and all Communications, from January 1, 2011 to the present, between or
27 among the Persons described by the definition of WRL Concerning WRL's Communications
28 with, and/or the documents WRL received from, any current or former employee(s) of

Universal or Aruze USA (including but not limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji). For each such Communication, identify all persons participating, the date, the medium (*i.e.*, by telephone, email, in person, etc.) and, without revealing any privileged information, the subject matter(s) addressed.

INTERROGATORY NO. 5:

Identify any and all Communications between WRL (including but not limited to Stephen A. Wynn, James Stern), and any Third-Party, from January 1, 2011 to the present, Concerning WRL's Communications with, and/or the documents WRL received from, any current or former employee(s) of Universal or Aruze USA (including but not limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji). For each such Communication, identify all persons participating, the date, the medium (*i.e.*, by telephone, email, in person, etc.) and the subject matter(s) addressed.

INTERROGATORY NO. 6:

Identify any and all Communications between WRL (including but not limited to Stephen A. Wynn, James Stern) and any members of the press (including but not limited to those affiliated with Reuters and/or Asahi Shinbun) from January 1, 2011 to the present, Concerning WRL's Communications with -- or the documents WRL received from -- any current or former employee(s) of Universal or Aruze USA (including but not limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji). For each such Communication, identify all persons participating, the date, the medium (*i.e.*, by telephone, email, in person, etc.) and the subject matter(s) addressed.

INTERROGATORY NO. 7:

Identify any and all direct or indirect payments from January 1, 2011 by WRL to, or reimbursements by WRL of expenses incurred by, any current or former employees of Universal or Aruze USA (including but not limited to Toshihiko Kosaka, Yoshitaka Fujihara,

Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji),

INTERROGATORY NO. 8:

Identify any agreements, formal or informal, from January 1, 2011 between WRL and any current or former employees of Universal or Aruze USA (including but not limited to Toshihiko Kosaka, Yoshitaka Fujihara, Yoshiyuki Shoji, Mitsuo Hida, Takafumi Nakano, Masato Araki, and Mikio Tanji).

DATED this 24th day of April 2015.

By



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CERTIFICATE OF SERVICE

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

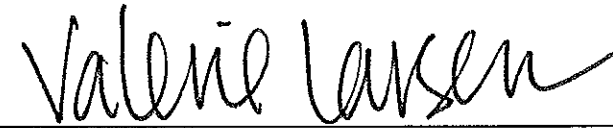
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Please see the attached E-Service Master List

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

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

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



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EXHIBIT 7

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and Defendant/Counterclaimant 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

**NOTICE OF VIDEOTAPED
DEPOSITION OF JAMES STERN**

Electronic Filing Case

PLEASE TAKE NOTICE that at 9:00 am, on Tuesday, June 9, 2015, at the office of Holland & Hart, located at 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada 89134, Universal Entertainment Corporation and Aruze USA, Inc. shall take the videotaped deposition of James Stern, Wynn Resorts, Limited's Senior Vice President of Corporate, upon oral examination, pursuant to Nevada Rules of Civil Procedure 26 and 30(b)(1). The deposition shall be taken before a Notary Public or other person authorized by law to administer oaths.

DATED this 24th day of April 2015

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

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April 2015, a true and correct copy of the foregoing **NOTICE OF VIDEOTAPED DEPOSITION OF JAMES STERN** was served by the following method(s):

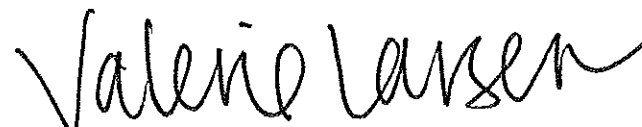
☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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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EXHIBIT 8

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and Defendant/Counterclaimant 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

**NOTICE OF 30(b)(6) DEPOSITION TO
WYNN RESORTS, LIMITED**

Electronic Filing Case

PLEASE TAKE NOTICE that, pursuant to Nevada Rules of Civil Procedure 26 and 30(b)(6), Universal Entertainment Corporation ("Universal") and Aruze USA, Inc. ("Aruze USA") shall take the videotaped deposition upon oral examination of Wynn Resorts Limited ("WRL") through one or more officers, directors, or managing agents, or other representatives who shall be designated to testify on WRL's behalf regarding all information known or reasonably available to WRL with respect to the subject matters identified in Exhibit A. Universal and Aruze USA request that WRL provide written notice at least five days before the deposition of the name(s) and employment position(s) of the individual(s) designated to testify on WRL's behalf.

The deposition shall commence on Friday, June 19, 2015 at 9:00 am at the office of Holland & Hart, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada 89134 and shall be taken before a duly a Notary Public or other person authorized by law to administer oaths.

DATED this 24th day of April 2015

By



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and Universal Entertainment Corp.*

EXHIBIT A

MATTERS ON WHICH TESTIMONY WILL BE TAKEN

In accordance with NRCP 30(b)(6), Universal and Aruze USA designate the matters identified below for examination. In construing these topics, the following definitions and instructions apply:

DEFINITIONS

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

1. The term “Aruze USA” refers to Defendant and Counterplaintiff Aruze USA, Inc., 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, 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.

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

3. The term “Universal” refers to Defendant and Counterplaintiff 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, 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 “Aruze Parties” refers to Kazuo Okada, Aruze USA, and Universal.

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

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

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

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

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

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

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

27
28 ¹ Mr. Stern’s referenced title is based upon information and belief.

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

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

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

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

17 16. The term “Document(s)” includes, but is not limited to, any written, typed,
18 printed, recorded or graphic matter, however produced or reproduced, of any type or description,
19 regardless of origin or location, including but not limited to any and all correspondence, minutes,
20 records, tables, charts, Analyses, graphs, regulations, Investigation results, microfiche or
21 microfilm, training materials, electronic records, electronic logs, schedules, reports, audits,
22 guidelines, Policies, protocols, reviews, assessments, budgets, standing order directives, post
23 orders, manuals, memoranda, hand written and electronic notes, lists, logs, notations, contact
24 sheets, calendar and diary entries, letters (sent or received), telegrams, faxes, telexes, messages
25 (including but not limited to reports of telephone conversations and conferences), studies, rosters,
26 schedules, booklets, circulars, bulletins, instructions, papers, files, minutes, emails, summaries,
27 bulletins, questionnaires, contracts, memoranda or agreements, requests for proposals or
28

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

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

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

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

25 20. The term "PAGCOR" refers to the Philippine Amusement and Gaming
26 Corporation.