

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 ELAINE P. WYNN, an individual,

Case No. 71432

3 Petitioner,

4 vs.

Electronically Filed
Dec 13 2016 08:33 a.m.

5 THE EIGHTH JUDICIAL DISTRICT
6 COURT OF THE STATE OF
7 NEVADA, IN AND FOR THE
8 COUNTY OF CLARK; AND THE
9 HONORABLE ELIZABETH
10 GONZALEZ, DISTRICT JUDGE,
11 DEPT. XI,

Elizabeth A. Brown
Clerk of Supreme Court
**WYNN RESORTS, LIMITED'S
MOTION TO FILE
VOLUMES II-III OF ITS
APPENDIX UNDER SEAL, TO
INCLUDE REDACTED FILING,
AND TO REDACT PORTIONS OF
ITS ANSWER TO PETITION FOR
WRIT OF PROHIBITION OR, IN
THE ALTERNATIVE,
MANDAMUS**

12 Respondent,

13 and

14 WYNN RESORTS, LIMITED, a
15 Nevada Corporation,

16 Real Party in Interest.

17 **I. INTRODUCTION**

18 Real Party in Interest Wynn Resorts, Limited ("Wynn Resorts") hereby
19 moves for a Motion to File Volumes II-III of its Appendix Under Seal, to Include
20 Redacted Filing, and Redact Portions of its Answer to Petition for Writ of
21 Prohibition or, in the Alternative, Mandamus ("Motion to Seal/Redact").
22 Wynn Resorts brings its motion pursuant to Part VII of the Supreme Court Rules
23 Governing Sealing and Redacting Court Records. SRCR 3(4) permits sealing or
24 redacting records when sealing or redacting furthers a protective order entered
25 under NRCP 26(c).

26 The district court issued the Wynn Parties' Protective Order with Respect to
27 Confidentiality ("Protective Order") on February 14, 2013, which governs the
28 process by which parties to this action may designate information as Confidential or
29 Highly Confidential as defined therein. Both Wynn Resorts' Answer and the
30 Appendices filed therewith contain information that the parties to the action have
31 designated Confidential or Highly Confidential pursuant to the Protective Order.

1 As such, Wynn Resorts respectfully requests that this Court grant its request to seal
2 Appendices II-III, include a redacted filing, and to redact certain portions of its
3 Answer.

4 **II. RELEVANT FACTS**

5 The parties entered into a Protective Order with Respect to Confidentiality
6 under NRCPP 26(c) (the "Protective Order") on February 14, 2013. (Ex. 1.) The
7 Protective Order governs the use and disclosure of Confidential and
8 Highly Confidential information in this case, including the filing of such
9 information with the Court. The Protective Order requires that the filing of any
10 documents that summarize or quote from Highly Confidential or Confidential
11 information be submitted to the Court with a Motion to Seal and Redact. (*Id.* ¶ 13.)

12 The Protective Order permits the parties to designate materials that contain
13 "information that constitutes, reflects, or discloses nonpublic information, trade
14 secrets, know-how, or other financial, proprietary, commercially sensitive,
15 confidential business, marketing, regulatory, or strategic information (regarding
16 business plans or strategies, technical data, and nonpublic designs)" as Confidential.
17 (*Id.* ¶ 4.) Additionally, the Protective Order allows for the designation of materials
18 as Highly Confidential if "the disclosure of which would create a substantial risk of
19 competitive, business, or personal injury to the Producing Party." (*Id.* ¶ 5.) Any
20 information designated as Confidential or Highly Confidential filed with the
21 Court may be kept under seal and/or redacted upon motion of a party.
22 (*Id.* ¶ 9.) If a Party wants to challenge a particular designation, the Protective Order
23 sets forth the procedure to do so. (*Id.* ¶ 18.) The materials retain their Confidential
24 or Highly Confidential designation unless and until the parties agree otherwise or
25 the district court issues an order removing the designation. (*Id.*)

1 **III. ANALYSIS**

2 **A. Standards for Sealing or Redacting Court Records or Exhibits.**

3 Part VII of the Supreme Court Rules provides that records submitted to this
4 Court may be submitted in redacted or sealed form, subject to further order. The
5 Court will keep the documents redacted or under seal if there is an appropriate basis
6 under SRCR 3(4). SRCR 3(4) permits the sealing or redaction of the record
7 when justified by compelling privacy or safety interests that outweigh the public
8 interest in access to the court record. Furthermore, the public interest in
9 privacy outweighs the public interest in open court records when the sealing or
10 redaction furthers a protective order entered under NRCP 26(c). SRCR 3(4)(b).

11 **B. The Documents in Volumes II-III of the Appendix Further the**
12 **Purpose of the Protective Order Entered by the District Court.**

13 The documents Wynn Resorts seeks to file under seal contain information
14 designated Confidential or Highly Confidential pursuant to the Protective Order.
15 Volumes II and III of the Appendix contain briefs that the district court ordered
16 redacted and exhibits thereto that the district court ordered sealed or redacted in the
17 manner contemplated and outlined in the Protective Order. Lastly, the Petition
18 itself quotes and summarizes Confidential or Highly Confidential information that
19 is protected under the Protective Order.

20 **1. *Elaine P. Wynn's (1) Memorandum Re: Wynn Resorts' Waiver***
21 ***Arguments and (2) Motion Requiring Reciprocal Compliance***
22 ***with Protocol and for Order Requiring Turnover of Privileged***
Matter, Injunctive Relief, Protection and Other Appropriate
Relief on Order Shortening Time.

23 Wynn Resorts seeks to file under seal Elaine P. Wynn's (1) Memorandum Re:
24 Wynn Resorts' Waiver Arguments and (2) Motion Requiring Reciprocal
25 Compliance with Protocol and for Order Requiring Turnover of Privileged Matter,
26 Injunctive Relief, Protection and Other Appropriate Relief on an Order Shortening
27 Time ("Memorandum"). The Memorandum is included in Volume II of the Real
28 Party in Interest's Appendix on pages 172-261. The Memorandum was filed under

1 seal by Elaine P. Wynn ("Ms. Wynn") on July 7, 2016. Ms. Wynn filed a Motion to
2 Seal her Memorandum the same day, which the district court denied without
3 prejudice on August 12, 2016. Ms. Wynn subsequently filed a Motion to Redact
4 her (1) Memorandum Re: Wynn Resorts' Waive Arguments and (2) Motion
5 Requiring Wynn Resorts' Reciprocal Compliance with Protocol and for Orders
6 Requiring Turnover of Privileged Matter, Injunctive Relief, Protection and other
7 Appropriate Relief on an Order Shortening Time and to Seal the Declarations of
8 Elaine P. Wynn and Jeffrey Y. Wu and Exhibits 1-5, 7, 8, and 10-13 on
9 September 2, 2016, which was granted by the district court on September 15, 2016.
10 Ms. Wynn has not, to date, filed the redacted Memorandum with the district court.

11 In addition, the Memorandum is subject to the Protocol Regarding Service of
12 Filings Related to Motion to Disqualify Quinn Emanuel (the "Protocol"), entered by
13 the District Court on September 20, 2016, and attached hereto as
14 Exhibit 2. The Protocol allows for Wynn Resorts and Ms. Wynn to redact a certain
15 set of filings that stemmed from Wynn Resorts' motion to disqualify
16 Quinn Emanuel for that firm's improper access to and use of Wynn Resorts'
17 privileged information. Put very briefly, when the Okada Parties filed
18 counterclaims and named all of the individual board members who voted to redeem
19 Aruze's shares in the Company, Ms. Wynn was still on the Wynn Resorts' board.
20 Ms. Wynn and/or her then-counsel and Wynn Resorts' counsel engaged in
21 privileged communications about this action that are protected by a common
22 interest, recognized by statute. When a dispute arose between Ms. Wynn and
23 Wynn Resorts related to her waiver of any personal privilege she may have had
24 through her use of the Wynn Resorts' server, the District Court was charged with
25 resolving the issue. To do so, the District Court ordered that Wynn Resorts and
26 Ms. Wynn could file certain of their related briefs under seal, and the Okada Parties
27 would not be given access to those filings. Wynn Resorts guided itself accordingly
28 in its filings.

1 Subsequently, the district court entered the Protocol, which provided a
2 process by which Wynn Resorts and Ms. Wynn could identify and redact any
3 privileged information, serve the subject filings on the Okada Parties with
4 appropriate privilege redactions with an accompanying privilege log, and outlined a
5 process by which the Okada Parties could challenge any purportedly privileged
6 information. The parties are in the meet and confer stage of this process. The
7 Memorandum is one of the few filings subject to the Protocol.

8 In light of the above, in Volume II of the Real Party in Interest's Appendix,
9 Wynn Resorts provides the Court with version of the Memorandum that has been
10 redacted for attorney-client privilege under the Protocol (the same copy served on
11 the Okada Parties). However, in addition to the privilege redactions, the
12 Memorandum still contains Confidential and Highly Confidential information under
13 the Protective Order. Therefore, Wynn Resorts asks this Court to seal the redacted
14 version of the Memorandum.

15 **2. *Elaine P. Wynn's Status Report Regarding Proposed ESI***
16 ***Protocol for July 21, 2016 Hearing.***

17 Wynn Resorts seeks to file under seal Elaine P. Wynn's Status Report
18 Regarding Proposed ESI Protocol for July 21, 2016 Hearing (the "Status Report").
19 The Status Report is included in Volume II of the Real Party in Interest's Appendix
20 on pages 262-349. The Status Report was served by Ms. Wynn on July 20, 2016;
21 Ms. Wynn filed a Motion to Seal her Status Report Regarding Proposed ESI
22 Protocol for July 21, 2106 Hearing the same day. The district court granted
23 Ms. Wynn's Motion to Seal on September 2, 2016.

24 The Status Report is also subject to the Protocol, discussed above. Therefore,
25 in Volume II of the Real Party in Interest's Appendix, Wynn Resorts provides the
26 Court with version of the Status Report that has been redacted for attorney-client
27 privilege under the Protocol (and served on the Okada Parties). However, in
28 addition to the privilege redactions, the Status Report still contains Confidential and

1 Highly Confidential information under the Protective Order. Therefore,
2 Wynn Resorts asks this Court to seal the Status Report because it contains
3 Confidential and Highly Confidential information under the Protective Order.

4 **3. *Wynn Resorts, Limited's Opposition to Elaine P. Wynn's***
5 ***Motion for Protective Order, or in the Alternative, Motion for***
Stay of Discovery.

6 Wynn Resorts seeks to file under seal Wynn Resorts, Limited's Opposition to
7 Elaine P. Wynn's Motion for Protective Order, or in the Alternative, Motion for
8 Stay of Discovery (the "Opposition"). The Opposition is included in Volume II of
9 the Real Party in Interest's Appendix on pages 350-415. The Opposition was filed
10 under seal on August 10, 2016; Wynn Resorts filed a Motion to Seal the same day.
11 The district court granted Wynn Resorts' Motion to Seal on September 15, 2016,
12 and an Order on Motions to Seal and/or Redact was entered on October 5, 2016.

13 In Volume II of the Real Party in Interest's Appendix, Wynn Resorts provides
14 an unredacted version of the Opposition. Wynn Resorts asks this Court to seal the
15 Opposition because it contains Confidential and Highly Confidential information
16 under the Protective Order, and was ordered sealed by the district court on
17 September 2, 2016.

18 **4. *Wynn Resorts, Limited's Motion to (1) Adopt its***
19 ***Confidentiality Designations for Elaine P. Wynn's Deposition***
Testimony, Et Al. and the associated Appendix.

20 Wynn Resorts seeks to file under seal Wynn Resorts, Limited's Motion to
21 (1) Adopt its Confidentiality Designations for Elaine P. Wynn's Deposition
22 Testimony, Et Al. and the associated Appendix (the "Motion to Adopt"). The
23 Motion to Adopt and its Appendix is included in Volume III of the Real Party in
24 Interest's Appendix on pages 416-566. The Motion to Adopt was served on
25 September 23, 2016; Wynn Resorts filed its Motion to Seal Wynn Resorts,
26 Limited's Motion to (1) Adopt its Confidentiality Designations for Elaine P. Wynn's
27 Deposition Testimony, Et Al. on Order Shortening Time on September 27, 2016.
28 The district court granted Wynn Resorts' Motion to Seal on September 29, 2016.

1 Further, the district court ordered that Ms. Wynn's "deposition transcript will
2 remain designated Highly Confidential in its entirety for the duration of the
3 stay" (Ex. 3.) Although the stay related to the confidentiality of the entirety of
4 Ms. Wynn's deposition transcript has expired, the transcript still contains
5 Confidential and Highly Confidential designations that the district court adopted in
6 its order dated October 13, 2016.

7 Therefore, in Volume III of the Real Party in Interest's Appendix,
8 Wynn Resorts provides an unredacted version of the Motion to Adopt and
9 Appendix. Wynn Resorts asks this Court to seal the Motion to Adopt and
10 Appendix because it contains Confidential and Highly Confidential information
11 under the Protective Order, and was ordered sealed by the district court on
12 September 29, 2016.

13 **C. The Redacted Document Should be Allowed.**

14 Wynn Resorts seeks to file a redacted version of Wynn Resorts' Motion to
15 Disqualify Quinn Emanuel and for Orders Requiring Turnover of Privileged Matter,
16 Injunctive Relief, Protection and Other Appropriate Relief on Order Shortening
17 Time (the "Motion to Disqualify"). Wynn Resorts filed a redacted version of its
18 Motion to Disqualify on June 3, 2016, along with a Motion to Redact Certain
19 Portions of Wynn Resorts' Motion to Disqualify. The district court granted
20 Wynn Resorts' Motion to Redact on July 8, 2016.

21 In Volume I of the Real Party in Interest's Appendix, Wynn Resorts provides
22 the redacted version of the Motion to Disqualify. Wynn Resorts asks this Court to
23 allow it to file the redacted version of the Motion to Disqualify because the
24 unredacted version contains Confidential and Highly Confidential information
25 under the Protective Order, and was ordered redacted by the district court on
26 July 8, 2016.

Pursuant to SRCR 3(4) and 3(5), the Court should allow the redaction of the Answer to Ms. Wynn's Petition because it summarizes and/or discusses the deposition testimony and/or exhibits discussed above that a party designated Highly Confidential and/or Confidential under the Protective Order. The redactions prevent the disclosure of the Confidential or Highly Confidential information quoted within the Answer. Therefore, Wynn Resorts requests the proposed redactions to its Answer be granted.

Based upon the foregoing, Wynn Resorts respectfully requests that this Court permit it to file the Answer in redacted form and to submit the unredacted Answer under seal. Wynn Resorts also respectfully requests an order allowing it to file Volumes II and III of its Appendix under seal

DATED this 12th day of December, 2016.

By: /s/ Todd L. Bice
James J. Pisanelli, Esq., Bar No. 4027
Todd L. Bice, Esq., Bar No. 4534
Debra L. Spinelli, Esq., Bar No. 9695
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

*Attorneys for Real Party in Interest
Wynn Resorts, Limited*

DECLARATION OF TODD L. BICE, ESQ.

I, Todd L. Bice, Esq., being first duly sworn, hereby declare as follows:

1. I am a resident of the State of Nevada and a partner at the law firm PISANELLI BICE PLLC. I am one of the attorneys representing Petitioner Wynn Resorts, Limited ("Wynn Resorts") in the above-entitled action. I make this Declaration in support of Wynn Resorts' Motion to File Appendix Under Seal, to Include Redacted Filing, and Redact Portions of Answer to Petition for Writ of Prohibition or, in the Alternative, Mandamus ("Motion to Seal/Redact."). I have personal knowledge of the facts stated herein and I am competent to testify to those facts.

2. The District Court issued Wynn Resorts' Protective Order with Respect to Confidentiality ("Protective Order") on February 14, 2013, which governs the protection of Confidential and Highly Confidential information (as defined therein) in this action. In relevant part, the Protective Order provides:

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

(Protective Order ¶ 2.)

3. The Protective Order also provides the procedure to challenge a party's designations:

Any party may object to the designation of Confidential Information or Highly Confidential Information on the ground that such information does not constitute Confidential Information or Highly Confidential Information by serving written notice upon counsel for the Producing Party within sixty (60) calendar days of the date the item(s) was designated, specifying the item(s) in question and the grounds for the objection. If a party objects to the designation of any materials as Confidential Information or Highly Confidential Information, the party challenging the designation shall arrange for an EDCR 2.34 conference to be held within ten (10) calendar days of service of a written

1 objection to the designation to attempt to informally
2 resolve the dispute. If the parties cannot resolve the
3 matter, the party challenging the designation may file a
4 motion with the Court to resolve the dispute. Such
5 motions must be filed within ten (10) calendar days of the
6 EDCR 2.34 conference. This Protective Order will not
7 affect the burden of proof on any such motion, or impose
8 any burdens upon any party that would not exist had the
9 Protective Order not been entered; as a general matter, the
10 burden shall be on the person making the designation to
11 establish the propriety of the designation. Any contested
12 information shall continue to be treated as confidential
13 and subject to this Protective Order until such time as
14 such motion has been ruled upon.

15 (Protective Order ¶ 18.)

16 4. In accordance with the district court's Protective Order, the parties to
17 this action designated certain information Confidential or Highly Confidential.

18 5. Wynn Resorts seeks to file under seal Elaine P. Wynn's
19 (1) Memorandum Re: Wynn Resorts' Waiver Arguments and (2) Motion Requiring
20 Reciprocal Compliance with Protocol and for Order Requiring Turnover of
21 Privileged Matter, Injunctive Relief, Protection and Other Appropriate Relief on an
22 Order Shortening Time ("Memorandum"). The Memorandum is included in
23 Volume II of the Real Party in Interest's Appendix on pages 172-261. The
24 Memorandum was filed under seal by Elaine P. Wynn ("Ms. Wynn") on July 7,
25 2016. Ms. Wynn filed a Motion to Seal her Memorandum the same day, which the
26 district court denied without prejudice on August 12, 2016. Ms. Wynn
27 subsequently filed a Motion to Redact her (1) Memorandum Re: Wynn Resorts'
28 Waive Arguments and (2) Motion Requiring Wynn Resorts' Reciprocal Compliance
with Protocol and for Orders Requiring Turnover of Privileged Matter, Injunctive
Relief, Protection and other Appropriate Relief on an Order Shortening Time and to
Seal the Declarations of Elaine P. Wynn and Jeffrey Y. Wu and Exhibits 1-5, 7, 8,
and 10-13 on September 2, 2016, which was granted by the district court on

1 September 15, 2016. Ms. Wynn has not, to date, filed the redacted Memorandum
2 with the district court.

3 In addition, the Memorandum is subject to the Protocol Regarding Service of
4 Filings Related to Motion to Disqualify Quinn Emanuel (the "Protocol"), entered by
5 the District Court on September 20, 2016, and attached hereto as Exhibit 2. The
6 Protocol allows for Wynn Resorts and Ms. Wynn to redact a certain set of filings
7 that stemmed from Wynn Resorts' motion to disqualify Quinn Emanuel for that
8 firm's improper access to and use of Wynn Resorts' privileged information. Put
9 very briefly, when the Okada Parties filed counterclaims and named all of the
10 individual board members who voted to redeem Aruze's shares in the Company,
11 Ms. Wynn was still on the Wynn Resorts' board. Ms. Wynn and/or her
12 then-counsel and Wynn Resorts' counsel engaged in privileged communications
13 about this action that are protected by a common interest, recognized by statute.
14 When a dispute arose between Ms. Wynn and Wynn Resorts related to her waiver
15 of any personal privilege she may have had through her use of the Wynn Resorts'
16 server, the District Court was charged with resolving the issue. To do so, the
17 District Court ordered that Wynn Resorts and Ms. Wynn could file certain of their
18 related briefs under seal, and the Okada Parties would not be given access to those
19 filings. Wynn Resorts guided itself accordingly in its filings.

20 Subsequently, the district court entered the Protocol, which provided a
21 process by which Wynn Resorts and Ms. Wynn could identify and redact any
22 privileged information, serve the subject filings on the Okada Parties with
23 appropriate privilege redactions with an accompanying privilege log, and outlined a
24 process by which the Okada Parties could challenge any purportedly privileged
25 information. The parties are in the meet and confer stage of this process. The
26 Memorandum is one of the few filings subject to the Protocol.

1 In light of the above, in Volume II of the Real Party in Interest's Appendix,
2 Wynn Resorts provides the Court with version of the Memorandum that has been
3 redacted for attorney-client privilege under the Protocol (the same copy served on
4 the Okada Parties). However, in addition to the privilege redactions, the
5 Memorandum still contains Confidential and Highly Confidential information under
6 the Protective Order. Therefore, Wynn Resorts asks this Court to seal the redacted
7 version of the Memorandum.

8 6. Wynn Resorts seeks to file under seal Elaine P. Wynn's Status Report
9 Regarding Proposed ESI Protocol for July 21, 2016 Hearing (the "Status Report").
10 The Status Report is included in Volume II of the Real Party in Interest's Appendix
11 on pages 262-349. The Status Report was served by Ms. Wynn on July 20, 2016;
12 Ms. Wynn filed a Motion to Seal her Status Report Regarding Proposed ESI
13 Protocol for July 21, 2106 Hearing the same day. The district court granted
14 Ms. Wynn's Motion to Seal on September 2, 2016.

15 The Status Report is also subject to the Protocol, discussed above. Therefore,
16 in Volume II of the Real Party in Interest's Appendix, Wynn Resorts provides the
17 Court with version of the Status Report that has been redacted for attorney-client
18 privilege under the Protocol (and served on the Okada Parties). However, in
19 addition to the privilege redactions, the Status Report still contains Confidential and
20 Highly Confidential information under the Protective Order. Therefore,
21 Wynn Resorts asks this Court to seal the Status Report because it contains
22 Confidential and Highly Confidential information under the Protective Order.

23 7. Wynn Resorts seeks to file under seal Wynn Resorts, Limited's
24 Opposition to Elaine P. Wynn's Motion for Protective Order, or in the Alternative,
25 Motion for Stay of Discovery (the "Opposition"). The Opposition is included in
26 Volume II of the Real Party in Interest's Appendix on pages 350-415. The
27 Opposition was filed under seal on August 10, 2016; Wynn Resorts filed a Motion
28 to Seal the same day. The district court granted Wynn Resorts' Motion to Seal on

1 September 15, 2016, and an Order on Motions to Seal and/or Redact was entered on
2 October 5, 2016.

3 In Volume II of the Real Party in Interest's Appendix, Wynn Resorts provides
4 an unredacted version of the Opposition. Wynn Resorts asks this Court to seal the
5 Opposition because it contains Confidential and Highly Confidential information
6 under the Protective Order, and was ordered sealed by the district court on
7 September 2, 2016.

8 8. Wynn Resorts seeks to file under seal Wynn Resorts, Limited's Motion
9 to (1) Adopt its Confidentiality Designations for Elaine P. Wynn's Deposition
10 Testimony, Et Al. and the associated Appendix (the "Motion to Adopt"). The
11 Motion to Adopt and Appendix is included in Volume III of the Real Party in
12 Interest's Appendix on pages 416-566. The Motion to Adopt was served on
13 September 23, 2016; Wynn Resorts filed its Motion to Seal
14 Wynn Resorts, Limited's Motion to (1) Adopt its Confidentiality Designations for
15 Elaine P. Wynn's Deposition Testimony, Et Al. on Order Shortening Time on
16 September 27, 2016. The district court granted Wynn Resorts' Motion to Seal on
17 September 29, 2016. Further, the district court ordered that Ms. Wynn's "deposition
18 transcript will remain designated Highly Confidential in its entirety for the duration
19 of the stay" (Ex. 3.) Although the stay related to the confidentiality of the
20 entirety of Ms. Wynn's deposition transcript has expired, the transcript still contains
21 Confidential and Highly Confidential designations that the district court adopted in
22 its order dated October 13, 2016.

23 Therefore, in Volume II of the Real Party in Interest's Appendix,
24 Wynn Resorts provides an unredacted version of the Motion to Adopt and
25 Appendix. Wynn Resorts asks this Court to seal the Motion to Adopt and
26 Appendix because it contains Confidential and Highly Confidential information
27 under the Protective Order, and was ordered sealed by the district court on
28 September 29, 2016.

In Volume I of the Real Party in Interest's Appendix, Wynn Resorts provides the redacted version of the Motion to Disqualify. Wynn Resorts asks this Court to allow it to file the redacted version of the Motion to Disqualify because the unredacted version contains Confidential and Highly Confidential information under the Protective Order, and was ordered redacted by the district court on July 8, 2016.

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

/s/ Todd L. Bice
TODD L. BICE, ESQ.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 12th day of December, 2016, I electronically filed and served by electronic mail and United States Mail a true and correct copy of the above and foregoing **WYNN RESORTS, LIMITED'S MOTION TO FILE VOLUMES II-IV OF ITS APPENDIX UNDER SEAL, TO INCLUDE REDACTED FILING, AND TO REDACT PORTIONS OF ITS ANSWER TO PETITION FOR WRIT OF PROHIBITION OR, IN THE ALTERNATIVE, MANDAMUS** properly addressed to the following:

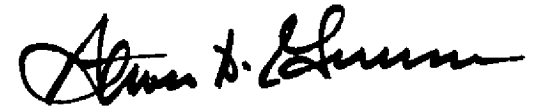
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/s/ Shannon Thomas
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EXHIBIT 1



CLERK OF THE COURT

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17 John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,
Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

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

22 **Plaintiff,**

23 **vs.**

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

26 **Defendants.**

27 **AND ALL RELATED CLAIMS**
28

Case No.: A-12-656710-B

Dept. No.: XI

**NOTICE OF ENTRY OF
WYNN PARTIES' PROTECTIVE
ORDER WITH RESPECT TO
CONFIDENTIALITY**

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

1 PLEASE TAKE NOTICE that the "Wynn Parties' Protective Order With Respect to
2 Confidentiality" was entered in the above-captioned matter on February 14, 2013, a true and
3 correct copy of which is attached hereto.

4 DATED this 14th day of February, 2013.

5 PISANELLI BICE PLLC

6 By: 

7 James J. Pisanelli, Esq., Bar No. 4027
8 Todd L. Bice, Esq., Bar No. 4534
9 Debra L. Spinelli, Esq., Bar No. 9695
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10 and

11 Paul K. Rowe, Esq. (*pro hac vice admitted*)
12 Bradley R. Wilson, Esq. (*pro hac vice admitted*)
13 Grant R. Mainland, Esq. (*pro hac vice admitted*)
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19 Attorneys for Wynn Resorts, Limited, Linda Chen,
20 Russell Goldsmith, Ray R. Irani, Robert J. Miller,
21 John A. Moran, Marc D. Schorr, Alvin V.
22 Shoemaker, Kimmarie Sinatra, D. Boone Wayson,
23 and Allan Zeman
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 14th day of February, 2013, I caused to be electronically served through the Court's filing system true and correct copies of the foregoing NOTICE OF ENTRY OF ORDER properly addressed to the following:

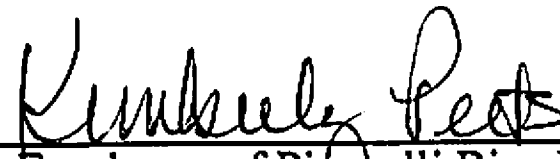
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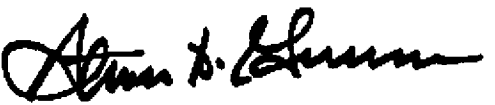
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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**WYNN PARTIES' PROPOSED
PROTECTIVE ORDER WITH
RESPECT TO CONFIDENTIALITY**

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

1 The Wynn Parties hereby propose that the handling of confidential material in these
2 proceedings shall be governed by the provisions set forth below:

3 1. **Applicability of this Protective Order:** Subject to Section 20 below, this
4 Protective Order does not and will not govern any trial proceedings in this action but will
5 otherwise be applicable to and govern the handling of documents, depositions, deposition
6 exhibits, interrogatory responses, responses to requests for admissions, responses to requests for
7 production of documents, and all other discovery obtained pursuant to Nevada Rules of Civil
8 Procedure or other legal process by or from, or produced on behalf of, a party or witness in
9 connection with this action (this information hereinafter shall be referred to as "Discovery
10 Material"). As used herein, "Producing Party" or "Disclosing Party" shall refer to the parties and
11 nonparties that give testimony or produce documents or other information in connection with this
12 action; "Receiving Party" shall refer to the parties in this action that receive such information, and
13 "Authorized Recipient" shall refer to any person or entity authorized by Sections 10 and 11 of this
14 Protective Order to obtain access to Confidential Information, Highly Confidential Information,
15 or the contents of such Discovery Material.

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

21 3. **Exercise of Restraint and Care in Designating Material for Protection:** Each
22 Producing Party that designates information or items for protection under this Protective Order
23 must take care to limit any such designation to specific material that qualifies under the
24 appropriate standards. Indiscriminate designations are prohibited.

25 4. **Confidential Information:** For purposes of this Protective Order, "Confidential
26 Information" means any Protected Data (as defined below) or any information that constitutes,
27 reflects, or discloses nonpublic information, trade secrets, know-how, or other financial,
28 proprietary, commercially sensitive, confidential business, marketing, regulatory, or strategic

1 information (regarding business plans or strategies, technical data, and nonpublic designs), the
2 disclosure of which the Producing Party believes in good faith might reasonably result in
3 economic or competitive, or business injury to the Producing Party (or its affiliates, personnel, or
4 clients) and which is not publicly known and cannot be ascertained from an inspection of publicly
5 available sources, documents, material, or devices. Confidential Information shall also include
6 sensitive personal information that is not otherwise publicly available, such as home addresses;
7 social security numbers; dates of birth; employment personnel files; medical information; home
8 telephone records/numbers; employee disciplinary records; family court documents sealed by the
9 family court pursuant to NRS 125.110 or designated Confidential by agreement of the parties to
10 the family court proceedings at issue; wage statements or earnings statements; employee benefits
11 data; tax records; and other similar personal financial information. A party may also designate as
12 "CONFIDENTIAL" compilations of publicly available discovery materials, which would not be
13 known publicly in a compiled form.

14 (a) Protected Data. The term "Protected Data" shall refer to any information
15 that a party believes in good faith to be subject to federal, state or foreign data protection laws or
16 other privacy obligations. Protected Data constitutes highly sensitive materials requiring special
17 protection. Examples of such laws include, but are not limited to, the Macau Personal Data
18 Protection Act ("MDPA"), Macao Special Administrative Region Law n.º 16/2001 ("Judicial
19 system for operating games of fortune in casinos"), and other state, federal, and/or foreign law(s)
20 that impose special protections.

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

1 subject of state, federal, or foreign government investigations. Certain Protected Data may
2 compel alternative or additional protections beyond those afforded Highly Confidential
3 Information, in which event the parties shall meet and confer in good faith, and, if unsuccessful,
4 the party seeking any greater protection shall move the Court for appropriate relief. A party may
5 re-designate material originally "CONFIDENTIAL" as "HIGHLY CONFIDENTIAL" by giving
6 notice of such a re-designation to all parties.

7 **6. Designating Confidential Information or Highly Confidential Information.** If
8 any party in this action determines in good faith that any information, documents, things, or
9 responses produced in the course of discovery in this action should be designated as Confidential
10 Information or Highly Confidential Information (the "Designating Party"), it shall advise any
11 party receiving such material of this fact, and all copies of such document, things, or responses, or
12 portions thereof deemed to be confidential shall be marked "CONFIDENTIAL" or "HIGHLY
13 CONFIDENTIAL" (whether produced in hard copy or electronic form) at the expense of the
14 designating party and treated as such by all parties. A Designating Party may inform another
15 party that a document is Confidential or Highly Confidential by providing the Bates number of
16 the document in writing. If Confidential or Highly Confidential Information is produced via an
17 electronic form on a computer readable medium (e.g., CD-ROM), other digital storage medium,
18 or via Internet transmission, the Producing Party or Designating Party shall affix in a prominent
19 place on the storage medium or container file on which the information is stored, and on any
20 container(s) for such medium, the legend "Includes CONFIDENTIAL INFORMATION" or
21 "Includes HIGHLY CONFIDENTIAL INFORMATION." Nothing in this section shall extend
22 confidentiality or the protections associated therewith to any information that does not otherwise
23 constitute "Confidential Information" or "Highly Confidential Information" as defined in Sections
24 4 and 5 herein.

25 **7. Redaction Allowed:** Any Producing Party may redact from the documents or
26 things it produces matter that the Producing Party claims is subject to the attorney-client privilege,
27 the work product doctrine, a legal prohibition against disclosure, or any other privilege from
28 disclosure. Any Producing Party also may redact information that is both personal and

1 nonresponsive, such as a social security number. A Producing Party may not withhold
2 nonprivileged, responsive information solely on the grounds that such information is contained in
3 a document that includes privileged information. The Producing Party shall mark each redaction
4 with a legend stating "REDACTED," and include an annotation indicating the specific reason for
5 the redaction (e.g., "REDACTED—Work Product"). All documents redacted based on attorney
6 client privilege or work product immunity shall be listed in an appropriate log in conformity with
7 Nevada law and Nevada Rule of Civil Procedure 26(b)(5). Where a document consists of more
8 than one page, the page on which information has been redacted shall so be marked. The
9 Producing Party shall preserve an unredacted version of such document. In addition to the
10 foregoing, the following shall apply to redactions of Protected Data:

11 (a) Any party may redact Protected Data that it claims, in good faith, requires
12 protections under the terms of this Protective Order.

13 (b) Protected Data shall be redacted from any public filing not filed under seal.

14 (c) The right to challenge and the process for challenging redactions shall be
15 the same as the right to challenge and the process from challenging the designation of
16 Confidential Information or Highly Confidential Information.

17 8. Use of Confidential Information or Highly Confidential Information. Except
18 as provided herein, Confidential Information and Highly Confidential Information designated or
19 marked shall be maintained in confidence, used solely for the purposes of this action, to the extent
20 not otherwise prohibited by an order of the Court, shall be disclosed to no one except those
21 persons identified herein in Sections 10 and 11, and shall be handled in such manner until such
22 designation is removed by the Designating Party or by order of the Court. Confidential or Highly
23 Confidential information produced by another party shall not be used by any Receiving Party for
24 any commercial, competitive or personal purpose. Nothing in this Protective Order shall govern
25 or restrict a Producing Party's use of its own Confidential or Highly Confidential Information in
26 any way.

27 9. Once the Court enters this Protective Order, a party shall have thirty (30) days to
28 designate as Confidential or Highly Confidential any documents previously produced in this

1 action, which it can do by stamping "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the
2 document, or informing the other parties of the Bates-numbers of the documents so designated.

3 10. **Use of Confidential Information and Highly Confidential Information in**
4 **Depositions.** Counsel for any party shall have the right to disclose Confidential or Highly
5 Confidential Information at depositions, provided that such disclosure is consistent with this
6 Protective Order, including Sections 10 and 11. Any counsel of record may request that all
7 persons not entitled under Sections 10 or 11 of this Protective Order to have access to
8 Confidential Information or Highly Confidential Information leave the deposition room during the
9 confidential portion of the deposition. Failure of such other persons to comply with a request to
10 leave the deposition shall constitute substantial justification for counsel to advise the witness that
11 the witness need not answer the question where the answer would disclose Confidential
12 Information or Highly Confidential Information. Additionally, at any deposition session, (1) upon
13 inquiry with regard to the content of any discovery material(s) designated or marked as
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY;"
15 (2) whenever counsel for a party deems that the answer to a question may result in the disclosure
16 or revelation of Confidential or Highly Confidential Information; and/or (3) whenever counsel
17 for a party deems that the answer to any question has resulted in the disclosure or revelation of
18 Confidential or Highly Confidential Information, counsel to any party may designate portions of a
19 deposition transcript and/or video of any deposition (or any other testimony) as containing
20 Confidential or Highly Confidential Information in accordance with this Order by a statement on
21 the record during the deposition or by notifying all other parties in writing, within thirty (30)
22 calendar days of receiving the transcript or video that it contains Confidential or Highly
23 Confidential Information and designating the specific pages, lines, and/or counter numbers as
24 containing Confidential or Highly Confidential Information. If a designation is made via a
25 statement on the record during a deposition, counsel must follow up in writing within thirty (30)
26 calendar days of receiving the transcript or video, identifying the specific pages, lines, and/or
27 counter numbers containing the Confidential or Highly Confidential Information. If no
28 confidentiality designations are made within the thirty calendar (30) day period, the entire

1 transcript shall be considered nonconfidential. During the thirty (30) day period, the entire
2 transcript and video shall be treated as Confidential Information (or Highly Confidential
3 Information). All originals and copies of deposition transcripts that contain Confidential
4 Information or Highly Confidential Information shall be prominently marked "CONFIDENTIAL"
5 or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" on the cover thereof and, if and
6 when filed with the Court, the portions of such transcript so designated shall be filed under seal.
7 Counsel must designate portions of a deposition transcript as "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL - ATTORNEYS' EYES ONLY" within thirty calendar (30) days of receiving
9 the transcript. Any DVD or other digital storage medium containing Confidential or Highly
10 Confidential deposition testimony shall be labeled in accordance with the provisions of
11 Section 6.

12 11. **Persons Authorized to Receive Confidential Information.** Confidential
13 Information produced pursuant to this Protective Order may be disclosed or made available only
14 to the Court, its employees, other court personnel, any discovery referee, mediator or other
15 official who may be appointed by the Court, and to the persons below:

16 (a) A party, or officers, directors, employees, and agents of a party deemed
17 necessary by counsel to aid in the prosecution, defense, or settlement of this action;

18 (b) Counsel for a party (including in house attorneys, outside attorneys
19 associated with a law firm(s) of record, and paralegal, clerical, and secretarial staff employed by
20 such counsel);

21 (c) Persons retained by a party to provide litigation support services
22 (photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing, storing,
23 retrieving data in any form or medium, etc.);

24 (d) Consultants or expert witnesses (together with their support staff) retained
25 for the prosecution or defense of this litigation, provided that such an expert or consultant is
26 not a current employee of a direct competitor of a party named in this action, (fn)

27 (e) Court reporter(s) and videographers(s) employed in this action;

28 (f) Any authors or recipients of the Confidential Information;

(fn) A party may seek leave of court to provide information to a consultant employed by a competitor

1 (g) A witness at any deposition or other proceeding in this action, who shall
2 sign the Confidentiality Agreement attached as "Exhibit A" to this Protective Order before being
3 shown a confidential document; and

4 (h) Any other person as to whom the parties in writing agree or that the Court
5 in these proceedings so designates.

6 Any person to whom Confidential Information is disclosed pursuant to subparts (a)
7 through (g) hereinabove shall be advised that the Confidential Information is being disclosed
8 pursuant to an order of the Court, that the information may not be disclosed by such person to any
9 person not permitted to have access to the Confidential Information pursuant to this Protective
10 Order, and that any violation of this Protective Order may result in the imposition of such
11 sanctions as the Court deems proper. Any person to whom Confidential Information is disclosed
12 pursuant to subpart (c), (d), (g) or (h) of this section shall also be required to execute a copy of the
13 form Exhibit A. The persons shall agree in writing to be bound by the terms of this Protective
14 Order by executing a copy of Exhibit A (which shall be maintained by the counsel of record for
15 the party seeking to reveal the Confidential Information) in advance of being shown the
16 Confidential Information. No party (or its counsel) shall discourage any persons from signing a
17 copy of Exhibit A. If a person refuses to execute a copy of Exhibit A, the party seeking to reveal
18 the Confidential Information shall seek an order from the Court directing that the person be bound
19 by this Protective Order. In the event of the filing of such a motion, Confidential Information
20 may not be disclosed to such person until the Court resolves the issue. Proof of each written
21 agreement provided for under this Section shall be maintained by each of the parties while this
22 action is pending and disclosed to the other parties upon good cause shown and upon order of the
23 Court.

24 12. Persons Authorized to Receive Highly Confidential Information. "HIGHLY
25 CONFIDENTIAL – ATTORNEYS' EYES ONLY" documents and information may be used only
26 in connection with this case and may be disclosed only to the Court and the persons listed in
27 subsections (b) to (e) and (g) to (h) of Section 10 above, but shall not be disclosed to a party, or
28 an employee of a party, unless otherwise agreed or ordered. With respect to sub-section (f), the

1 parties will consider disclosure of Highly Confidential Information to an author or recipient
2 on a case by case basis. Any person to whom Highly Confidential Information is disclosed
3 pursuant to sub-sections (c), (d), (g) or (h) of Section 10 above shall also be required to execute a
4 copy of the form Exhibit A.

5 13. **Filing of Confidential Information or Highly Confidential Information With**
6 **Court.** Any party seeking to file or disclose materials designated as Confidential Information or
7 Highly Confidential Information with the Court in this Action must seek to file such Confidential
8 or Highly Confidential Information under seal pursuant to Rule 3 of the Nevada Rules for Sealing
9 and Redacting Court Records. The Designating Party will have the burden to provide the Court
10 with any information necessary to support the designation as Confidential Information.

11 14. **Notice to Nonparties.** Any party issuing a subpoena to a nonparty shall enclose a
12 copy of this Protective Order and advise the nonparty that it may designate any Discovery
13 Material it produces pursuant to the terms of this Protective Order, should the nonparty producing
14 party wish to do so. This Order shall be binding in favor of nonparty designating parties to the
15 maximum extent permitted by law. Any nonparty invoking the Protective Order shall comply
16 with, and be subject to, all applicable sections of the Protective Order.

17 15. **Knowledge of Unauthorized Use or Possession.** If a party receiving Confidential
18 Information or Highly Confidential Information learns of any possession, knowledge, use or
19 disclosure of any Confidential Information or Highly Confidential Information in violation of the
20 terms of this Protective Order, the Receiving Party shall immediately notify in writing the party
21 that produced the Confidential Information or Highly Confidential Information. The Receiving
22 Party shall promptly furnish the Producing Party the full details of such possession, knowledge,
23 use or disclosure. With respect to such unauthorized possession, knowledge, use or disclosure the
24 Receiving Party shall assist the Producing Party in remedying the disclosure (e.g., by retrieving
25 the Confidential Information from an unauthorized recipient) and/or preventing its recurrence.

26 16. **Copies, Summaries or Abstracts.** Any copies, summaries, abstracts or exact
27 duplications of Confidential Information or Highly Confidential Information shall be marked
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" and shall be

1 considered Confidential Information or Highly Confidential Information subject to the terms and
2 conditions of this Protective Order. Attorney-client communications and attorney work product
3 regarding Confidential Information or Highly Confidential Information shall not be subject to this
4 section, regardless of whether they summarize, abstract, paraphrase, or otherwise reflect
5 Confidential Information or Highly Confidential Information.

6 17. **Information Not Confidential.** The restrictions set forth in this Protective Order
7 shall not be construed to apply to any information or materials that:

8 (a) Were lawfully in the Receiving Party's possession prior to such
9 information being designated as Confidential or Highly Confidential Information in this action,
10 and that the Receiving Party is not otherwise obligated to treat as confidential;

11 (b) Were obtained without any benefit or use of Confidential or Highly
12 Confidential Information from a third party having the right to disclose such information to the
13 Receiving Party without restriction or obligation of confidentiality;

14 (c) Were independently developed after the time of disclosure by persons who
15 did not have access to the Producing Party's Confidential or Highly Confidential Information;

16 (d) Have been or become part of the public domain by publication or
17 otherwise and not due to any unauthorized act or omission on the part of a Receiving Party; or

18 (e) Under law, have been declared to be in the public domain.

19 18. **Challenges to Designations.** Any party may object to the designation of
20 Confidential Information or Highly Confidential Information on the ground that such information
21 does not constitute Confidential Information or Highly Confidential Information by serving
22 written notice upon counsel for the Producing Party within sixty (60) calendar days of the date
23 the item(s) was designated, specifying the item(s) in question and the grounds for the objection.
24 If a party objects to the designation of any materials as Confidential Information or Highly
25 Confidential Information, the party challenging the designation shall arrange for an EDCR 2.34
26 conference to be held within ten (10) calendar days of service of a written objection to the
27 designation to attempt to informally resolve the dispute. If the parties cannot resolve the matter,
28 the party challenging the designation may file a motion with the Court to resolve the dispute.

1 Such motions must be filed within ten (10) calendar days of the EDCR 2.34 conference. This
2 Protective Order will not affect the burden of proof on any such motion, or impose any burdens
3 upon any party that would not exist had the Protective Order not been entered; as a general
4 matter, the burden shall be on the person making the designation to establish the propriety of the
5 designation. Any contested information shall continue to be treated as confidential and subject to
6 this Protective Order until such time as such motion has been ruled upon.

7 19. **Use in Court.** If any Confidential Information or Highly Confidential Information
8 is used in any pretrial Court proceeding in this action, it shall not necessarily lose its confidential
9 status through such use, and the party using such information shall take all reasonable steps
10 consistent with the Nevada Supreme Court Rules Governing Sealing and Redacting Court
11 Records to maintain its confidentiality during such use.

12 20. **No Waiver.** This Protective Order is entered solely for the purpose of facilitating
13 the exchange of documents and information among the parties to this action without involving the
14 Court unnecessarily in the process. Nothing in this Protective Order, nor the production of any
15 information or document under the terms of this Protective Order, nor any proceedings pursuant
16 to this Protective Order shall be deemed to be a waiver of any rights or objections to challenge the
17 authenticity or admissibility of any document, testimony or other evidence at trial. Additionally,
18 this Protective Order will not prejudice the right of any party or nonparty to oppose production of
19 any information on the ground of attorney-client privilege; work product doctrine or any other
20 privilege or protection provided under the law.

21 21. **Reservation of Rights.** The parties each reserve the right to seek or oppose
22 additional or different protection for particular information, documents, materials, items or things.
23 This Stipulation shall neither enlarge nor affect the proper scope of discovery in this Action. In
24 addition, this Stipulation shall not limit or circumscribe in any manner any rights the Parties (or
25 their respective counsel) may have under common law or pursuant to any state, federal, or foreign
26 statute or regulation, and/or ethical rule.

27 22. **Inadvertent Failure to Designate.** The inadvertent failure to designate
28 information produced in discovery as Confidential or Highly Confidential shall not be deemed, by

1 itself, to be a waiver of the right to so designate such discovery materials as Confidential
2 Information or Highly Confidential Information. Within a reasonable time of learning of any
3 such inadvertent failure, the Producing Party shall notify all Receiving Parties of such inadvertent
4 failure and take such other steps as necessary to correct such failure after becoming aware of it.
5 Disclosure of such discovery materials to any other person prior to later designation of the
6 discovery materials in accordance with this section shall not violate the terms of this Protective
7 Order. However, immediately upon being notified of an inadvertent failure to designate, all
8 parties shall treat such information as though properly designated, and shall take any actions
9 necessary to prevent any future unauthorized disclosure, use, or possession.

10 **23. No Waiver of Privilege:** Disclosure (including production) of information after
11 the parties' entry of this Protective Order that a party or nonparty later claims was inadvertent and
12 should not have been disclosed because of a privilege, including, but not limited to, the
13 attorney-client privilege or work product doctrine ("Privileged Information"), shall not constitute
14 a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or
15 other ground for withholding production as to which the Disclosing or Producing Party would be
16 entitled in this action.

17 **24. Effect of disclosure of Privileged Information:** The Receiving Party hereby
18 agrees to promptly return, sequester, or destroy any Privileged Information disclosed or produced
19 by Disclosing or Producing Party upon request by Disclosing or Producing Party regardless of
20 whether the Receiving Party disputes the designation of Privileged Information. The Receiving
21 Party may sequester (rather than return or destroy) such Privileged Information only if it contends
22 that the information itself is not privileged or otherwise protected and it challenges the privilege
23 designation, in which case it may only sequester the information until the claim of privilege or
24 other protection is resolved. If any party disputes the privilege claim ("Objecting Party"), that
25 Objecting Party shall object in writing by notifying the Producing Party of the dispute and the
26 basis therefore. The parties thereafter shall meet and confer in good faith regarding the disputed
27 claim within seven (7) court days after service of the written objection. In the event that the
28 parties do not resolve their dispute, the Objecting Party may bring a motion for a determination of

1 whether a privilege applies within ten (10) court days of the meet and confer session, but may
2 only contest the asserted privileges on ground other than the inadvertent production of such
3 document(s). In making such a motion, the Objecting Party shall not disclose the content of the
4 document(s) at issue, but may refer to the information contained on the privilege log. Nothing
5 herein shall relieve counsel from abiding by applicable ethical rules regarding inadvertent
6 disclosure and discovery of inadvertently disclosed privileged or otherwise protected material.
7 The failure of any party to provide notice or instructions under this Paragraph shall not constitute
8 a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or
9 other ground for withholding production as to which the Disclosing or Producing Party would be
10 entitled in this action.

11 **25. Inadvertent Production of Non-Discoverable Documents.** If a Producing Party
12 inadvertently produces a document that contains no discoverable information, the Producing Party
13 may request in writing that the Receiving Party return the document, and the Receiving Party will
14 return the document. A Producing Party may not request the return of a document pursuant to
15 this section if the document contains any discoverable information. If a Producing Party
16 inadvertently fails to redact personal information (e.g., a social security number), the Producing
17 Party may provide the Receiving Party a substitute version of the document that redacts the
18 personal information, and the Receiving Party shall return the original, unredacted document to
19 the Producing Party.

20 **26. Return of Information.** Within thirty (30) calendar days after the final
21 disposition of this action, all Confidential Material and/or Highly Confidential Material produced
22 by an opposing party or nonparty (including, without limitation, any copies, extracts or
23 summaries thereof) as part of discovery in this action shall be destroyed by the parties to whom
24 the Confidential Material and/or Highly Confidential Material was produced, and each counsel
25 shall, by declaration delivered to all counsel for the Producing Party, affirm that all such
26 Confidential Material and/or Highly Confidential Material (including, without limitation, any
27 copies, extracts or summaries thereof) has been destroyed; provided, however, that each counsel
28 shall be entitled to retain pleadings, motions and memoranda in support thereof, declarations or

1 affidavits, deposition transcripts and videotapes, or documents reflecting attorney work product or
2 consultant or expert work product, even if such material contains or refers to Confidential
3 Material and/or Highly Confidential Material, but only to the extent necessary to preserve a
4 litigation file with respect to this action.

5 27. **Attorney's Fees.** Nothing in this Protective Order is intended to either expand or
6 limit a prevailing party's right under the Nevada Rules of Civil Procedure or other applicable state
7 or federal law to pursue costs and attorney's fees incurred related to confidentiality designations
8 or the abuse of the process described herein.

9 28. **Injunctive Relief and Sanctions Available for Unauthorized Disclosure or Use**
10 **of Confidential Information or Highly Confidential Information.** The Parties and/or
11 nonparties shall not utilize any Confidential Information and/or Highly Confidential Information
12 for their own personal and/or business advantage or gain, aside from purpose(s) solely related to
13 the instant litigation. The Parties and nonparties acknowledge and agree that unauthorized use
14 and/or disclosure of Confidential Information and/or Highly Confidential Information beyond this
15 litigation shall subject the offending party or nonparty to sanctions contemplated in
16 NRCP 37(b)(2)(A)-(D), up to and including entry of judgment against the offending party in
17 circumstances involving willful disobedience with this order. Further, the Parties and/or
18 nonparties receiving or being given access to Confidential Information and/or Highly Confidential
19 Information acknowledge that monetary remedies would be inadequate to protect each party in
20 the case of unauthorized disclosure or use of Confidential Information or Highly Confidential
21 Information that the Receiving Party only received through discovery in this action and that
22 injunctive relief would be necessary and appropriate to protect each party's rights in the event
23 there is any such unauthorized disclosure or use of Confidential Information or Highly
24 Confidential Information. The availability of injunctive relief to protect against the unauthorized
25 disclosure or use of Confidential Information or Highly Confidential Information shall not be
26 exclusive.

27 29. **Other Actions and Proceedings.** If a Receiving Party (a) is subpoenaed in
28 another action, investigation, or proceeding, (b) is served with a demand in another action,

1 investigation, or proceeding, or (c) is served with any legal process by one not a party to this
2 Protective Order, seeking materials which were produced or designated as Confidential or Highly
3 Confidential pursuant to this Protective Order, the Receiving Party shall give prompt actual
4 written notice by electronic transmission to counsel of record for such Producing Party within
5 five (5) business days of receipt of such subpoena, demand or legal process, or such shorter notice
6 as may be required to provide other parties with the opportunity to object to the immediate
7 production of the requested discovery materials to the extent permitted by law. The burden of
8 opposing enforcement of the subpoena shall fall upon the party or nonparty who produced or
9 designated the Discovery Material as Confidential or Highly Confidential Information. Unless
10 the party or nonparty who produced or designated the Confidential or Highly Confidential
11 Information obtains an order directing that the subpoena not be complied with, and serves such
12 order upon the Receiving Party prior to production pursuant to the subpoena, the Receiving Party
13 shall be permitted to produce documents responsive to the subpoena on the subpoena response
14 date. Compliance by the Receiving Party with any order directing production pursuant to a
15 subpoena of any Confidential or Highly Confidential Information shall not constitute a violation
16 of this Protective Order. Nothing in this Protective Order shall be construed as authorizing a
17 party to disobey a lawful subpoena issued in another action.

18 30. Execution in Counterparts. This Protective Order may be signed in counterparts,
19 and a fax or "PDF" signature shall have the same force and effect as an original ink signature.

20 31. Order Survives Termination. This Protective Order shall survive the termination
21 of this action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of
22 information disclosed hereunder.

23 DATED this 7th day of February 2013.

24 PISANELLI BICE PLLC

25 By: /s/ James J. Pisanelli
James J. Pisanelli, Esq., Bar # 4027
26 Todd L. Bice, Esq., Bar # 4534
Debra L. Spinelli, Bar # 9695
27 3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169

DATED this 7th day of February, 2013.

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By: /s/ J. Colby Williams
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Attorneys for Stephen A. Wynn

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28

and

Paul K. Rowe, Esq. (*admitted pro hac vice*)
Bradley R. Wilson, Esq. (*admitted pro hac vice*)
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Chen, Russell Goldsmith, Ray R. Irani, Robert
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Alvin V. Shoemaker, Kimmarie Sinatra, D.
Boone Wayson, and Allan Zeman

DATED this 7th of day of February, 2013.

JOLLY URGAL WIRTH WOODBURY &
STANDISH

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Attorneys for Elaine P. Wynn

ORDER

IT IS SO ORDERED.

DATED: February 13, 2013

Elizabeth Gonzalez
THE HONORABLE ELIZABETH GONZALEZ
DISTRICT COURT JUDGE

EXHIBIT A

CONFIDENTIALITY AGREEMENT

I, _____ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order ("the Protective Order") entered in *Wynn Resorts, Limited v. Kazuo Okada, et al.*, Eighth Judicial District Court Case No. A-12-656710-B on _____, _____, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the Eighth Judicial District Court of Nevada so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive "Confidential Information" and/or "Highly Confidential Information" under the terms and conditions of the Protective Order. I further understand and agree that I must treat any "Confidential Information" and/or "Highly Confidential Information" in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

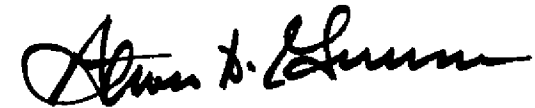
DATED: _____

(Signature)

(Printed Name)

(Address)

EXHIBIT 2



CLERK OF THE COURT

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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

**NOTICE OF ENTRY OF PROTOCOL
REGARDING SERVICE OF FILINGS
RELATED TO MOTION TO
DISQUALIFY QUINN EMANUEL**

Electronic Filing Case

Hearing Date:
Hearing Time:

HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

1 PLEASE TAKE NOTICE that a Protocol Regarding Service of Filings Related to
2 Motion to Disqualify Quinn Emanuel was entered on the 20th day of September, 2016. A copy
3 is attached hereto.

4 DATED this 21st day of September 2016.

6 By /s/ Robert J. Cassity
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8 Bryce K. Kunimoto, Esq. (7781)
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15 Benjamin B. Klubes, Esq.
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17 Adam A. Miller, Esq.
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20 1250 24th Street NW, Suite 700
21 Washington DC 20037

22 *Attorneys for Defendant Kazuo Okada and*
23 *Defendants/Counterclaimants Aruze USA, Inc.,*
24 *and Universal Entertainment Corp.*
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of September 2016, a true and correct copy of the foregoing **NOTICE OF ENTRY OF PROTOCOL REGARDING SERVICE OF FILINGS RELATED TO MOTION TO DISQUALIFY QUINN EMANUEL** 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:

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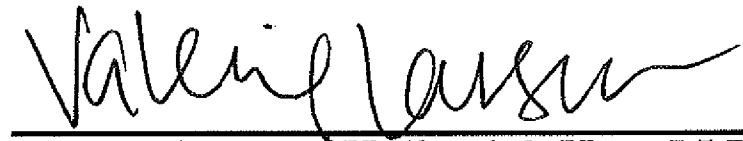
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An Employee of Holland & Hart, LLP

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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,

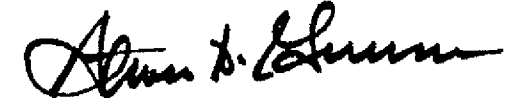
v.

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

Defendants.

AND ALL RELATED CLAIMS.

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CLERK OF THE COURT

CASE NO.: A-12-656710-B
DEPT NO.: XI

**PROTOCOL REGARDING SERVICE OF
FILINGS RELATED TO MOTION TO
DISQUALIFY QUINN EMANUEL**

The Court and the Parties have discussed service of filings related to the Wynn Resorts,

1 Limited's Motion to Disqualify Quinn Emanuel and for Orders Requiring Turnover of Privileged
2 Matter, Injunctive Relief, Protection and Other Appropriate Relief on an Order Shortening Time
3 (hereinafter the "Disqualification Motion") that was and remains pending before the Court.

4 The Court hereby orders that whenever the Wynn Parties and/or Ms. Wynn files a motion
5 or other filing relating to the Disqualification Motion (hereinafter a "Disqualification Filing"),
6 the following procedures shall be followed:

7 1. The Disqualification Filing shall not be served on the Okada Parties when filed,
8 but a Notice of Filing shall be filed and served on all Parties.

9 2. Within one (1) judicial day of filing any Disqualification Filing, the filing Parties
10 shall serve on the other Parties (excluding the Okada Parties) a version of the Disqualification
11 Pleading that they propose to serve on the Okada Parties, with any information that they claim is
12 subject to the attorney-client privilege or work product doctrine redacted ("Proposed Redacted
13 Filing").

14 3. Within two (2) judicial days of receiving the version of the Disqualification Filing
15 described in Paragraph 2, the receiving Parties shall indicate in writing to the filing Parties
16 whether they consent to service of the Proposed Redacted Filing on the Okada Parties. If the
17 Receiving Parties do not consent to the Proposed Redacted Filing, within the same two (2)
18 judicial day period, they shall provide a version of the Disqualification Filing that they propose
19 to serve on the Okada Parties, with any information that they claim is subject to the attorney-
20 client privilege or work product doctrine redacted. Failure to object to a redaction shall not be
21 construed as acceptance of the underlying privilege claim.

22 4. Within two (2) judicial days of receiving the information required by Paragraph 3,
23 the filing Parties shall serve the Okada Parties with a version of the Disqualification Filing with
24 all information over which no Parties have claimed attorney-client privilege or work product
25 protection, and redacting all information over which any Parties have claimed attorney-client
26 privilege or work product protection. At the same time, the filing Parties shall serve a privilege
27 log describing each redaction that they assert is protected by the attorney-client privilege or work
28

1 product doctrine (including the individuals involved, their affiliations, a general description of
2 the redacted information, and a specific explanation of the basis for the redaction). To the extent
3 any redactions based upon the attorney-client privilege or work product doctrine were made by
4 Parties other than the Filing Party and not accepted and adopted by the Filing Parties, the Parties
5 claiming those protections shall serve a privilege log in the same form, manner and timing as
6 described above.

7 5. To the extent that the Okada Parties dispute any of the redactions in the version of
8 the Disqualification Filing that they receive pursuant to Paragraph 4, the Parties shall hold a
9 meet-and-confer within five (5) judicial days, after which the Okada Parties may file a motion
10 challenging the redactions with the Court within seven (7) judicial days.

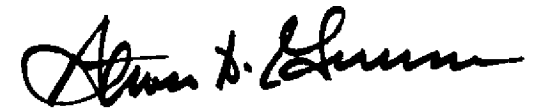
11 6. With respect to any Disqualification Filings filed before the entry of this Order,
12 the time limits in Paragraphs 2 and 3 shall be changed to five (5) judicial days. The time limit
13 for the service of the privilege logs shall be changed to five (5) judicial days, but the other time
14 limits set forth in Paragraphs 4 and 5 shall not change.

15 7. The procedures set forth herein, and any related motions, shall be separate and
16 distinct from any efforts by the Parties to file motions under seal, which pertains only to whether
17 filings should be publicly available.

18 DATED: 09/20/16


THE HONORABLE ELIZABETH GONZALEZ
DISTRICT COURT JUDGE

EXHIBIT 3



CLERK OF THE COURT

ORDR

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

**ORDER ON WYNN RESORTS,
LIMITED'S MOTION TO (1) ADOPT
ITS CONFIDENTIALITY
DESIGNATIONS FOR ELAINE P.
WYNN'S DEPOSITION TESTIMONY,
(2) PROVIDE THE ENTIRETY OF
HER DEPOSITION TESTIMONY TO
ERNST & YOUNG, AND (3) PROVIDE
CERTAIN MATERIALS TO WYNN
RESORTS, LIMITED'S SPECIAL
COMMITTEE; APPLICATION FOR
ORDER SHORTENING TIME**

Hearing Dates: September 27 and 29, 2016
Hearing Times: 8:30 a.m.

1 Wynn Resorts, Limited's Motion to (1) Adopt its Confidentiality Designations for Elaine P.
2 Wynn's Deposition Testimony, (2) Provide the Entirety of Her Deposition Testimony to Ernst &
3 Young, and (3) Provide Certain Materials to Wynn Resorts, Limited's Special Committee;
4 Application for Order Shortening Time, filed on September 23, 2016 ("Wynn Resorts' Motion
5 regarding Confidentiality"), came before this Court for hearing on September 27, 2016. Ms.
6 Wynn's oral motion to stay came before this Court on September 29, 2016, which sought to stay
7 the Court's rulings as to the confidentiality designations of Ms. Wynn's deposition and service of
8 the transcript on the Okada Parties, and as to provision of discovery materials to the Special
9 Committee ("Ms. Wynn's Oral Motion to Stay"). Ms. Wynn did not oppose or seek to stay the
10 Court's ruling as to the provision of the deposition transcript to Ernst & Young.

11 The Court having reviewed and considered Wynn Resorts' Motion regarding
12 Confidentiality, the opposition filed thereto, Ms. Wynn's Oral Motion to Stay, and the arguments
13 of counsel presented at the hearing, and good cause appearing therefor,

14 THE COURT HEREBY GRANTS Wynn Resorts' Motion regarding Confidentiality.

15 THE COURT FURTHER ORDERS that Ms. Wynn's Oral Motion to Stay is GRANTED
16 IN PART and DENIED IN PART as follows:

- 17 1. The Oral Motion to Stay is GRANTED as to the confidentiality designations of Ms.
18 Wynn's deposition and service of the transcript on the Okada Parties; and the Court's
19 rulings on these issues are STAYED until and including October 20, 2016;
- 20 2. The Motion to Stay is DENIED as to the provision of discovery materials to the Special
21 Committee.

22 ///

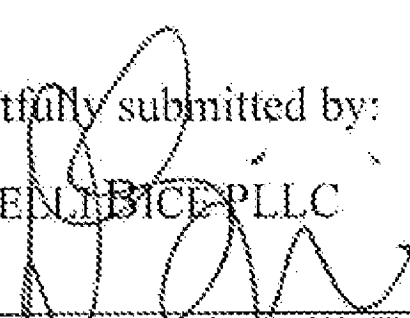
1 3. The deposition transcript will remain designated Highly Confidential in its entirety for
2 the duration of the stay (i.e., until and including October 20, 2016). Consistent with
3 this Court's rulings, however, Ernst & Young is not bound by any Confidential or
4 Highly Confidential designations and may receive, use and/or disclose designated
5 materials in any manner and without restriction.

6 DATED: 10/12/16

7 
8 THE HONORABLE ELIZABETH GONZALEZ

9 Respectfully submitted by:

10 PISANELLI BICE PLLC

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

17 and


18 Robert L. Shapiro, Esq.
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23 and

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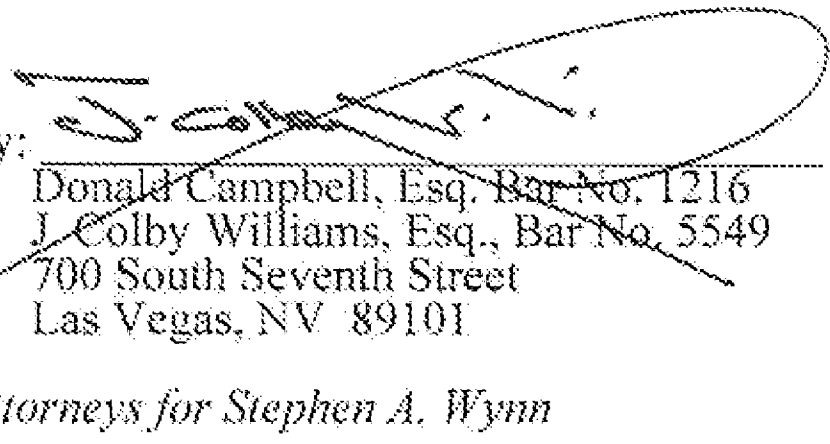
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