

between Angelia Lai, Yoshiyuki Shoji, and others) with WRM00007489 (the exact same email but improperly redacted).

C. *Wynn Resorts Cannot Redact Documents Based on the MPDPA That Were Already Transferred Out of Macau (i.e., to the United States)*

Similarly, Wynn Resorts cannot rely on the MPDPA to redact information from Macau that was already transferred out of Macau, including to the United States. The MPDPA serves to protect personal data within Macau, by, in part, prohibiting the transfer of that data outside of Macau. But if such information has been transferred out of Macau, the MPDPA no longer applies to the data and cannot be used to justify any redactions. The following are examples of emails or other documents in the WRL Production that appear to have been transferred to the U.S. and which therefore cannot be redacted.

- WRM00008868 -- an email from Ian Coughlan of Wynn Macau to Samantha Stewart at Wynn Resorts in Las Vegas.
- WRM00000821 -- an email exchange involving, among others, Marc Schorr and Cindy Mitchum of Wynn Resorts in Las Vegas. Oddly, redactions were also applied to a signature block for someone *from* Wynn Resorts in Las Vegas. Even if the MPDPA were to apply to these emails, and it does not, it certainly could not apply to an email sent *from* the U.S.
- WRM00001039 -- an email exchange including, among others, Ms. Mitchum, Mr. Schorr, Linda Chen (with email address linda.chen@wynnlasvegas.com), and others.
- WRM00001042 -- an email exchange between Angela Lai, Linda Chen, Charlotte Hong, Allan Zeman, and a person whose name and email address is redacted. This email relates to a meeting attended by Mr. Zeman and Ms. Chen with a "Chongqing Government Official" whose name has also been redacted. The emails to Mr. Zeman were sent to his company's "lkfgroup.com" email domain; this company is located at Lan Kwai Fong Holdings Limited in Central, Hong Kong, beyond the reach of the MPDPA.
- WRM00002404 -- an email sent by CLSA Gaming Research, which has an office address of 18/F, One Pacific Place, 88 Queensway, Hong Kong.
- WRM00007428 -- an email sent by an individual whose identity is redacted, but who was affiliated with Sard Verbinen & Co, which is located in San Francisco, California. Also, one of the cc recipients was Jay Schall, who has a Wynn Las Vegas email address.
- WRM00008983 -- an email exchange between a former employee of Universal Entertainment Corporation whose name has been redacted and Kim Sinatra, Cindy



February 1, 2016

Page 4

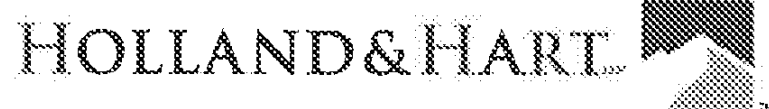
Mitchum (Las Vegas), Ian Coughlan and others. Not only are Ms. Sinatra and Ms. Mitchum located in Las Vegas, but the email plainly suggests that the redacted party was based in Japan.

- WRM00001626 -- an email exchange between Ms. Mitchum and Ms. Lai. The redactions in this email are internally inconsistent, but none of it should be redacted because Ms. Mitchum was located in Las Vegas.
- WRM00009133 -- an email regarding the Sarbanes-Oxley Act, which attaches documents that appear to be intended for the U.S. Securities and Exchange Commission. Another attachment redacts the names of members of the Wynn Macau Credit Committee, but that Committee includes non-Macau individuals (Mr. Schorr and Mr. Wynn) and so the information in the document was necessarily transferred out of Macau.
- WRM00009187 shows a list of donations to a number of what appear to be educational and/or charitable entities. However, three entities' names are redacted. The document clearly appears to list Macau entities, such as "Macau Business SK Events," "Comissao do Grande Premio de Macau," "Special Olympics Macau," and "International Ladies' Club of Macau." Even if the MPDPA could be relied upon (and it cannot), it would apply only to personal information of individuals -- nothing in the MPDPA permits the redaction of the names of companies. WRL's improper use of the MPDPA-based redactions is particularly troubling because it demonstrates that WRL is using the redactions to hide discoverable information that it wishes to keep secret from the Aruze Parties.

As noted above, the foregoing documents are only examples of documents in the WRM Productions that should not have been redacted for privacy. We demand that you immediately produce, without privacy redactions, these documents, and any others with similar characteristics in the WRM Productions.

D. Individuals Who Gave Consent To Disclose Personal Data

Although we object to the redaction of any materials based upon the MPDPA and any such documents should be produced, you informed us in June 2015 that WRL had requested or was requesting consent from certain individuals to disclose their personal data under the MPDPA. Please inform us of the names of those individuals whose consent was requested, and the names of those individuals from whom consents were obtained.



February 1, 2016
Page 5

Please let me know if you would like to discuss these issues in more detail. If so, we are available for such a discussion on February 8, 2016.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bryce K. Kunimoto", written over a horizontal line.

Bryce K. Kunimoto
of Holland & Hart LLP

cc: David S. Krakoff, Esq.

EXHIBIT 15

From: Steve Peek
To: Debra Spinelli; Miller, Adam; Valerie Larsen; Bob Cassity; Bryce Kunimoto; Krakoff, David S.; Klubes, Benjamin B.; Reilly, Joseph J.
Subject: RE: Wynn/Okada -- Mr. Okada's consent re his personal data
Date: Wednesday, June 17, 2015 5:15:12 PM

Debbie:

As you are aware, WRL and WRM previously transferred documents related to Mr. Okada and other individuals out of Macau to Louis Freeh in connection with Mr. Freeh's investigation to support the purported (and improper) redemption of Aruze USA's stock. The Aruze Parties' position is that WRL and WRM, having used the transferred documents from Macau as a sword against Mr. Okada, may not now rely on the MPDPA as a shield to the production of unredacted documents that relate to the Aruze Parties' claims concerning the redemption. Therefore, and given the court's ruling on our Motion to Compel, Mr. Okada's consent is unnecessary because we expect you to produce documents from Macau in an unredacted form and we do not see any basis for WR and WRM to request Mr. Okada's consent.

Steve

From: Debra Spinelli [mailto:dls@pisanellibice.com]
Sent: Tuesday, June 16, 2015 11:03 AM
To: Miller, Adam; Valerie Larsen; Steve Peek; Bob Cassity; Bryce Kunimoto; Krakoff, David S.; Klubes, Benjamin B.; Reilly, Joseph J.
Subject: RE: Wynn/Okada -- Mr. Okada's consent re his personal data

Hi everyone --

I am writing to follow up on this request, and to confirm Mr. Okada's position on the consent. I appreciate a response by close of business today either way so that we may proceed with the timely review/production process of documents in Macau.

Thank you,
Debbie

From: Debra Spinelli
Sent: Wednesday, June 10, 2015 9:26 AM
To: 'Miller, Adam'; Valerie Larsen; Steve Peek; Bob Cassity; Bryce Kunimoto; Krakoff, David S.; Klubes, Benjamin B.; Reilly, Joseph J.
Subject: Wynn/Okada -- Mr. Okada's consent re his personal data

Counsel -

We are in the process of reviewing documents located only in Macau for potential disclosure/production in the Wynn/Okada action. Some of the documents may contain Mr. Okada's "personal data" thus, before disclosure/production in the Okada and related actions, we are seeking

Mr. Okada's consent. We request his written consent **by reviewing and signing the attached document and retuning a scanned copy to me by Friday, June 12, 2015.** I know it is a short deadline, but we want to be sure to stay in track of the review and production process.

It is entirely within Mr. Okada's discretion to refuse to provide such consent. If you have any questions, feel free to contact me.

Thanks,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
tel 702.214.2100
fax 702.214.2101



Please consider the environment before printing.

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

EXHIBIT 16

**CONCESSION CONTRACT FOR THE OPERATION
OF GAMES OF CHANCE OR OTHER GAMES IN CASINOS
IN THE MACAU SPECIAL ADMINISTRATIVE REGION**

On the 24th of June of the year 2002 in Macau and at the Seat of the Government of the Macau Special Administrative Region, at Avenida da Praia Grande, before me, Chu Iek Chong, licensed, 2nd class technician of the Juridical Advisory Nucleus of the Finance Services Bureau, as alternate private notary of this Bureau in the absence of the head of this office, having been appointed by Dispatch number 216/2000 of the Head of the Executive, of 8 November, before me appeared as Parties:

FIRST PARTY: The Macau Special Administrative Region, represented by the Chief Executive, Ho Hau Wah, married, with professional address in Macau, at the Government House of the Macau Special Administrative Region, located at Avenida da Praia Grande, with the capacity and powers conferred for the present act by Article 45 of the Basic Law of the Macau Special Administrative Region.

SECOND PARTY: Wynn Resorts (Macau), S.A. with head office in Macau, at Avenida da Amizade, number 918, "World Trade Centre" building, 8th floor "C", registered at the Commercial and Automobile Central Registry Office under the number 14917, represented in this present act by its director Stephen Alan Wynn, married and residing at One Shadow Creek Drive, Las Vegas North, State of Nevada, United States of America, the capacity and powers of whom I have verified by certificate issued by the above mentioned Central Registry Office, which I have filed.

I verified the identity of the Parties by Passport No. 055142925, issued on 20th of January of 1998, by the San Francisco Passport Agency of United States of America. And for the first party, with the indicated capacity and powers, the following was stated:

A public tender was opened by Dispatch number 217/2001 of the Chief Executive, for the granting of 3 (three) concessions for the operation of games of chance or other games in casinos;

The public tender for the granting of 3 concessions for the operation of games of chance or other games in casinos had, as a first stage, the opening of the proposals for awarding, that was divided into two phases—the opening of the outward wrappings which were marked on the exterior with the indication "Documentos" and the opening of the outward wrappings which were marked on the exterior the indication "Propostas", which was followed by a phase of consultations for the presentation and analysis of the proposals for awarding, and ended with the preparation of a Documented Report, based on which the Chief Executive provisionally awarded the concessions for the operation of games of chance in casinos which were put up for tender;

"Wynn Resorts (Macau), S.A." hereinafter designated as the concessionaire, was provisionally awarded by Dispatch number 26/2002 of the Chief Executive, one of the concessions for the operation of games of chance or other games in casinos, that were the subject of the tender;

The concessionaire deposited a bank guarantee to guarantee the fulfilment of its legal or contractual obligations, as per article 84, number 1, of Administrative Rule number 26/2001.

Evidence was produced by the concessionaire to the Commission of the first public tender for the granting of concessions for the operation of games of chance in casinos that its capital stock, amounting to not less than MOP 200,000,000.00 (two hundred million patacas), is totally paid up in money and deposited in a local credit institution or in a branch or subsidiary of a credit institution authorized to operate in the Macau Special Administrative Region, under the terms of article 82, number 5, of Administrative Rule number 26/2001;

The minutes of the present concession contract for the operation of games of chance or other games in casinos in the Macau Special Administrative Region was approved by the concessionaire;

The concessionaire, the shareholders holding 5% or more of its capital stock and its directors have been submitted to a suitability verification process, which led to the preparation of a report stating their suitability;

The concessionaire was submitted to verification process of its financial capacity to undertake a concession for the operation of games of chance or other games in casinos, which led to the preparation of a report stating that it has an adequate financial capacity;

By Dispatch number 142/2002 of the Chief Executive, "Wynn Resorts (Macau), S.A." was awarded one of the concessions for the operation of games of chance or other games in casinos that were the subject of tender.

And both Parties in their respective capacities said that the present administrative concession contract for the operation of games of chance or other games in casinos is mutually accepted and reciprocally agreed, being ruled by the conditions hereinafter described.

CHAPTER I

Object, type and term of the concession

Clause One

Object of the concession

ONE—The object of the concession awarded by the present concession contract is the operation of games of chance or other games in casinos in the Macau Special Administrative Region of the People's Republic of China, hereafter designated as the Macau Special Administrative Region or the grantee.

TWO—The concession does not cover the operation of:

- 1) Mutual betting;
- 2) Operations offered to the public except as provided for in number 7 of article 3 of Law number 16/2001:
- 3) Interactive games;
- 4) Games of chance or any other type of gaming, betting or operations on board ship or aircraft, except as established in paragraph 1) of number 3 and number 4 of article 5 of Law number 16/2001.

Clause Two

Objectives of the concession

The concessionaire is committed to:

- 1) Ensure the adequate operation and management of games of chance or other games in casinos;
- 2) Employ in the management and operation of games of chance or other games in casinos, solely persons suitable for those functions and for assuming those responsibilities;
- 3) Manage and operate the games of chance or other games in casinos in a fair and honest manner, free of criminal influence; and
- 4) Safeguard and protect the interests of the Macau Special Administrative Region in the receiving of taxes resultant from the operation of their casinos and other gaming areas.

Clause Three

Applicable Law and proper jurisdiction

ONE—The present concession contract is exclusively governed by the law of the Macau Special Administrative Region.

TWO—The concessionaire renounces litigation in any other jurisdiction outside of the Macau Special Administrative Region, as it recognizes and submits to the exclusive jurisdiction of the courts of the Macau Special Administrative Region to decide any litigation or conflicts of interests that may arise.

2

Clause Four
Compliance with the legislation of the Macau Special Administrative Region

The concessionaire shall comply with the applicable legislation applicable in the Macau Special Administrative Region, and shall renounce to invoke legislation from outside the Macau Special Administrative Region, namely in order to be considered exempt from fulfilling the obligations or the conduct to which it is committed.

Clause Five
Participation in the operation of games of chance or any other games in casinos in other jurisdictions

ONE—If the Concessionaire engages in any licensing process or contract to operate casino gaming or other forms of gaming in any other jurisdictions, including the participation in operation merely through a management contract, it shall inform the Government of such engagement or contract. If the Concessionaire is aware that any of its directors, any of its controlling shareholders, including the ultimate controlling shareholder, or if any one who directly or indirectly holds 10% or over 10% of the company capital of the Concessionaire has the aforesaid engagement or contract, it shall also inform the Government immediately.

TWO—For the purposes of the above the Concessionaire should submit to and inform the Government, or make due diligence to obtain, any documents, information or data that the Government may require as long such documents, information and data are not subject to confidentiality under the laws of the respective jurisdiction.

Clause Six
Concession system

The concession system is included in the legal framework, which comprises the juridical system for the operation of games of chance or other games in casinos, approved by Law number 16/2001, Administrative Rule number 26/2001, the rules for the operation of games of chance, namely those foreseen under article 55 of Law number 16/2001, and further complementary regulations of the referred Law number 16/2001, as well as the present concession contract.

Clause Seven
Operation of the concession

The concessionaire shall operate the concession under the terms and conditions established in the present concession contract.

Clause Eight
Term of the concession

ONE—The term of the concession granted under the present contract is of twenty years, beginning on 27th day of June of the year two thousand and two and terminating on 26th day of June of the year two thousand and twenty two.

TWO—The provisions of the previous article do not inhibit the applicability of the clauses of the present concession contract that may last beyond the term of the concession.

CHAPTER II
Locations for the operation and functioning of the casinos and other gaming areas

Clause Nine
Locations for the operation of the concession

ONE—In carrying out its activity, the concessionaire may only operate games of chance or other games, in casinos and other gaming areas previously authorized and classified by the Government.

3

TWO—The allocation of any other premises to the operation of the concession requires the authorization of the Government.

Clause Ten

Types of games, gaming tables and electric or mechanic gaming machines

ONE—The concessionaire is authorized to operate all types of gaming established under number 3 of article 3 of Law number 16/2001, as well as other types of games authorized under the terms of numbers 4 and 5 of the same article. The concessionaire is furthermore authorized to operate any electrical or mechanical gaming machines, including "*slot machines*", under the terms of the law.

TWO—The concessionaire shall annually submit, during the month of December, to the Games Supervision and Coordination Bureau, (Direcção de Inspeção e Coordenação de Jogos) hereinafter designated as DICJ, a list which shall specify the number of gaming tables and electrical or mechanical machines, including "*slot machines*", that it intends to operate during the following year, as well as their respective location.

THREE—The number of gaming tables and of electrical or mechanical machines, including "*slot machines*" to be operated by the concessionaire may be altered by means of prior communication to DICJ.

Clause Eleven

Continuous functioning of the casinos

ONE—The concessionaire shall open the casinos every day of each year.

TWO—Without prejudice of the provisions of the previous article the concessionaire may establish a daily period of opening to the public of the casinos and the activities they integrate.

THREE—The schedule of the daily period of opening to the public of the casinos and the activities they integrate, shall be submitted in advance to the Government, and affixed at the entrance to the casinos.

FOUR—The alteration to the daily period in which casinos and the activities they integrate are open to the public shall be submitted to the Government with a minimum advance of three days.

Clause Twelve

Suspension of operations of the casino and other gaming areas

ONE—The concessionaire shall request from the Government, with a minimum advance of three days, by means of a documented petition, authorization to suspend the operations of one or more casinos and other gaming areas for a period of one or more days.

TWO—The authorization referred to in the previous article is waived in emergency situations or in cases of *force majeure*, namely those resulting from serious accident, catastrophe or natural calamity, that may entail serious risk to the safety of persons, in which case the concessionaire shall inform the Government as soon as possible, of the suspension of operation of the casino or other gaming areas.

Clause Thirteen

Electronic equipment for surveillance and control

ONE—The concessionaire shall install, in the casinos and other gaming areas, electronic equipment for surveillance and control of high international quality and approved by DICJ. To that effect, the concessionaire shall submit a written request to the same Bureau, identifying the equipment it intends to install, enclosing the technical specifications thereof. However, the

DICJ may, at any moment, request the presentation of specimens or samples of the referred equipment.

TWO—The concessionaire is further committed to install electronic equipment for surveillance and control approved by the DICJ, in other areas attached to the casinos and other gaming areas or in access and connecting areas, whenever so requested by the same Bureau.

4

THREE—The concessionaire shall promote the installation of new electronic equipment for surveillance and control, approved by DICJ, whenever a substantiated request is made by the same Bureau namely in order to maintain the high international quality referred in number ONE.

FOUR—The concessionaire shall inform the proper authorities as soon as possible, of any acts or facts which constitute crime or administrative infraction of which it has knowledge, as well as any other illegal acts or facts that it may consider as serious.

CHAPTER III **Concessionaire Company**

Clause Fourteen **Corporate purpose, head office and form of company**

ONE—The concessionaire is committed to have, as an exclusive corporate purpose, the operation of games of chance or other games in casinos.

TWO—The corporate purpose of the concessionaire may, depending on Government authorization, include activities related to the operation of games of chance or other games in casinos.

THREE—The concessionaire shall maintain its head office within the Macau Special Administrative Region under the form of Limited Liability Company.

Clause Fifteen **Capital stock and shares**

ONE—The concessionaire shall maintain a capital stock amounting to not less than MOP 200,000,000.00 (two hundred million patacas).

TWO—The total capital stock of the concessionaire is represented exclusively by registered nominative shares.

THREE—An increase of the concessionaire's capital through public subscription requires authorization by the Government.

FOUR—The issuing of preferential shares by the concessionaire requires authorization by the Government.

FIVE—Without prejudice of the established in the previous article, the creation or the issuing of types or series of shares representing the concessionaire's capital stock, as well as their conversion of one type of shares into another, requires Government authorization.

SIX—The concessionaire shall make all efforts, to have the total capital stock of the concessionaire's shareholders who are corporate bodies, and the total capital stock of the holders of capital shares who are corporate bodies, and so on, up to the ultimate holders of capital shares, whether these are individual or corporate bodies, be exclusively represented by registered nominative shares, except in relation to corporate bodies that are quoted on the stock exchange in what refers to the transacted shares.

Clause Sixteen **Transfer and encumbering of shares**

ONE—The transfer or encumbering, for any reason, of the property or other rights on registered shares representing the concessionaire's capital stock or the carrying out of any other act that may involve the granting of voting rights or other social rights to a person other than the holder, requires government authorization.

TWO—In the case referred to in the previous article, the concessionaire shall always refuse the registry and shall not recognize as shareholder any entity that may acquire or possess shares representing its capital stock in violation of the provisions of the present concession contract or the

5

law, and shall not carry out any action by which it, implicitly or explicitly recognises the transfer among living or encumbering as referred to in the previous article.

THREE—The transfer *mortis causa* of the property or other rights on shares representing the concessionaire's capital stock must be communicated to the Government, as soon as possible; the concessionaire shall, at the same time, make all efforts to have the transfer registered in its Shares Registration Book.

FOUR—Once obtained the authorization referred in number ONE, the holder of the property or other right on shares representing the concessionaire's capital stock, when transferring or encumbering or carrying out an act which involves the transfer to another party of the voting right or other social rights, shall immediately inform the concessionaire, who shall inform the DICJ, within thirty days of the register in the Shares Registration Book of the concessionaire or equivalent formality, and shall send copy of the documents that formalize that juridical transaction and furnish detailed information on any established terms and conditions.

FIVE—The concessionaire shall make all efforts to submit for Government approval any transfer between living parties, for whatever reason, of the property or other right on the capital shares of the holders representing the capital stock of the concessionaire, be they individual or corporate bodies and the capital stock of the holders of capital shares that are corporate bodies, whether these holders are individual or corporate bodies, and so on, up to the ultimate holders of capital shares, whether they are individual or corporate bodies, except for corporate bodies that are quoted on the exchange market in what refers to the shares therein traded, when this capital share directly or indirectly corresponds to a value of 5% or more of the concessionaire's capital stock.

SIX—The transfer *mortis causa* of the property or other right on the capital share of holders of 5% or more of capital shares representative the capital stock of the concessionaire's shareholders, whether individual or corporate bodies, and of the capital stock of the holders of 5% or more of capital shares of those that are corporate bodies, whether those holders are individual or corporate bodies, and so on, up to the ultimate holders of capital shares, whether these are individual or corporate bodies, should be submitted by the concessionaire to the Government, as soon as possible after the fact is known.

SEVEN—The concessionaire shall, furthermore, inform the Government, as soon as the fact is known, of the encumbering, for any reason, of the capital share representing the capital stock of its shareholders and of the capital shares held by holders of the capital stock of these shareholders, and so on, up to the capital share of the ultimate holders when the same capital share indirectly corresponds to 5% or more of the concessionaire's capital stock except for the corporate bodies that are quoted on the stock exchange in what concerns the shares therein traded,

EIGHT—The previous article is equally applicable to the implementation of any acts that involve the granting of voting rights or other social rights to a person other than its holder, except as to corporate bodies that are quoted on the stock market in what refers to the shares therein traded.

NINE—The provisions of number FOUR are applicable to the transfer, under any title, of the property or other right on the capital shares referred to in number FIVE, with the appropriate adaptations.

TEN—In the case of a dominant shareholder of the concessionaire not wishing to continue to be a shareholder of the same, by virtue of having received written instructions to that end from an agency charged with the regulation of the activity of operation of games of chance or other games in casinos of another jurisdiction in which it is a concessionaire or is licensed to operate games of chance in casinos or in which it is the dominant partner of the concessionaire or company licensed to operate games of chance in casinos, the Government, if it considers that such written instructions result from acts not of the responsibility of the concessionaire or the referred dominant partner, authorizes that the dominant partner transfer the

ownership of the capital stock it holds in the concessionaire, without prejudice of the necessity of authorization of the Government as to the acquisition of said capital stock by a third party.

Clause Seventeen
Issue of bonds

The issue of bonds by the concessionaire requires Government authorization.

Clause Eighteen
Quoted on the stock exchange

ONE—The concessionaire or a company of which it is the dominant partner may not be quoted on the stock exchange, without prior Government authorization.

TWO—The concessionaire shall also make all efforts so that the corporate bodies that are its dominant partners and whose principal activity consists on the execution, directly or indirectly, of projects referred to in the Investment Plan attached to the present concession contract, do not request or proceed to be quoted on the stock exchange without previously informing the Government.

THREE—The request for authorization referred in number ONE, and the advance information of the Government referred in the previous number must be, respectively, formulated or effected by the concessionaire and documented with all the necessary data, without prejudice of the Government requesting additional documents, data or information.

Clause Nineteen
Share and capital stock structure

ONE—The concessionaire shall submit to the Government annually, during the month of December, its share structure as well as the structure of the capital stock of the corporate bodies, *maxime* companies, holders of 5% or more of the concessionaire's capital stock, as well as the structure of the capital stock of the corporate bodies who are holders of 5% or more of the capital stock, and so on up to the individual or corporate bodies who are the ultimate shareholders, except in relation to corporate bodies that are quoted on the stock exchange in what refers to the shares therein traded, or submit a declaration attesting that these did not suffer any alteration.

TWO—The concessionaire shall also endeavour to obtain and deliver to the Government, together with the update or the declaration referred to in the previous paragraph, a declaration signed by each of its shareholders and the persons referred to in the previous number, duly authenticated, attesting that they are holders of the number of shares declared, and that these are registered nominative shares, accompanied by a copy of the shares representing the respective equity.

Clause Twenty
Prohibition to concentrate positions in governing bodies

ONE—The concessionaire shall not appoint to the Board of Directors, the Board of the General Meeting, the Audit Board or any other governing body, any person who holds a position in a governing body of another concessionaire, sub-concessionaire or concessionaire's management company, operating in the Macau Special Administrative Region.

TWO—The concessionaire shall inform the government, in the shortest possible period of time, of the appointment of any person to assume a position in the Board of Directors, the Board of the General Meeting, the Audit Board or any other governing body of the concessionaire.

THREE—The Government shall inform the concessionaire of the appointment of any person to assume a position on the Board of Directors, the Board of the General Meeting, the Audit Board or any other governing body of other concessionaires, sub-concessionaires or concessionaire's management companies, operating in the Macau Special Administrative Region.

Clause Twenty One
Management

ONE—The delegation of the management of the concessionaire, including the appointment of the Executive-Director, the scope of his powers and the term of the delegation, as well as any alteration,

7

namely when involving replacement, temporary or definitive of the Executive-Director, is subject to Government authorization. For that purpose, the concessionaire shall send to the Government a draft of the resolution of its Board of Directors, containing the proposal for the delegation of the management of the concessionaire, including the identification of the Executive-Director, the scope of his powers and the term of the delegation, references relative to replacement in situations of impediment, as well as any deliberation relative to replacement, temporary or definitive, of the Executive-Director. A delegation of the management of the concessionaire does not have any effect, in any form, without the authorization of the Government in relation to every element.

TWO—If the Government does not approve any or some of the terms of the delegation referred in the previous paragraph, the concessionaire is bound to send to the Government, within fifteen days from the day the concessionaire receives the notification of non-acceptance, a new resolution draft, and in case the person appointed as Executive Director is not accepted by the Government, a new Annex II of the Administrative Rule number 26/2001 should be submitted by the new Executive Director.

THREE—The concessionaire shall ensure that no powers of attorney granting, based on a stable relation, powers that are conferred on the Board of Directors, to carry out any business in relation to the operation of the company on behalf of the concessionaire, with the exception of acts of the mere running of current business, namely with public offices and services, except with the authorization of the Government.

**Clause Twenty Two
Articles of Association and shareholders agreements**

ONE—Any change to the concessionaire's articles of association requires the approval of the Government.

TWO—The project for the change of the concessionaire's articles of association shall be sent, for approval, to the Government, with a minimum advance of thirty days in relation to the date of the Shareholders General Assembly in which the change will be discussed.

THREE—The concessionaire shall deliver to the Government an authenticated copy of the change to its articles of association, within thirty days after the execution.

FOUR—The concessionaire shall inform the Government of any shareholders agreement of which it gains knowledge. To that effect, and without prejudice of other courses of action it can or shall take, the concessionaire is bound to enquire from its shareholders, in the 15 days preceding any shareholder's General Assembly, or in the course of a General Assembly if it was not called, on the existence of shareholders agreements namely in relation to the exercise of voting rights or other social rights, and to inform the Government of the result of such enquiries.

FIVE—The government must, within sixty days, notify the concessionaire of the approval of the change of the Articles of Association and of the shareholders agreements.

8

**Clause Twenty Three
Duty to inform**

ONE—Without prejudice of other obligations to inform established in the system of concessions referred to in clause six, the concessionaire shall:

- 1) Inform the Government, with the shortest possible delay, of any circumstances that may affect its normal functioning, such as those that may be related to its liquidity or solvency, the existence of any law proceedings**

against it or any one of its directors, shareholders with 5% or more of its capital stock and main employees with positions of relevance in the casino, any act or fact that takes place in the casinos and other gaming areas that may be considered a crime or administrative infraction that may come to its notice and any adverse attitude directed at the concessionaire or members of its governing bodies, by a responsible member of an entity or a worker of the Public Administration of the Macau Special Administrative Region, including agents of the Security Forces and Services.

- 2) Inform the Government, with the shortest possible delay, of any and every event that injure, hinder or substantially increase the financial burden or the difficulty in fully complying with the obligations resulting from the present concession contract, or that may cause the termination of the concession contract under the terms established in chapter XIX;
- 3) Inform the Government, with the shortest possible delay, as to any of the following facts or occurrences:
 1. Regular or incidental, periodical or extraordinary remuneration of its directors, financiers and main employees with positions of relevance in the casino, whether these are received as salaries, wages, remunerations or other, and well as any mechanism for their participation in profits;
 2. Existing benefits or benefits to be created, including share in the profits;
 3. Contracts for management and services, existing or to be proposed.
- 4) Deliver to the Government, with the shortest possible delay, authenticated copies of:
 1. Contracts or other instruments that refer or describe any remuneration mentioned in number 1 of the previous paragraph;
 2. Contracts or other instruments that refer or describe any benefits or forms of distribution of profits, existing or to be created;
 3. Contracts for management and services, existing or to be proposed.
- 5) Inform the Government, with the shortest possible delay as to any serious alteration, imminent or foreseeable, to its economic and financial situation, as well as to the economic and financial situation:
 1. Of its dominant partners;
 2. Of entities closely associated, namely those that have taken any commitment or pledged any guarantee towards the financing of the investments and obligations that the concessionaire must carry out or accept by reasons of the contract; and
 3. Of the shareholders that hold 5% or more of its capital stock who, in accordance with the terms of paragraph 2) of number 1 of article 18 of Law number 16/2001, have assumed the commitment or pledged a guarantee for the financing of the investments and obligations that the concessionaire must carry out or accept by reasons of contract.

-
- 6) Inform the Government, with the shortest possible delay, when the average annual turnover with a third party

has reached MOP 250,000,000.00 (two hundred and fifty million patacas) or more;

- 7) To annually submit to DICJ, during the month of January, a document referring to all its bank accounts and respective balance;
- 8) To deliver, in the shortest possible period of time, any complementary or additional information requested by the Government;
- 9) To deliver to DICJ and to the Financial Services Bureau, hereinafter designated as DSF, with the shortest possible delay, all elements and information that these entities may require for the complete fulfilment of their functions.

TWO—The Government may determine that the obligations foreseen in 3) and 4) of the previous paragraph be fulfilled annually.

CHAPTER IV Management Company

Clause 24

Requirement to inform in advance and request Government authorization

ONE—The concessionaire shall inform the Government, with a minimum prior notice of ninety days, of its intention to enter into a contract with a management company.

TWO—The concessionaire shall request authorization from the Government whenever it intends to sign a management contract with a management company by which the mentioned company will assume its managing powers.

THREE—For the purposes of the previous paragraph, the concessionaire shall submit, together with the request for authorization, an authenticated copy of the articles of association of the management company or equivalent document and the draft of the respective management contract.

CHAPTER V Suitability

Clause Twenty Five Suitability of the concessionaire

ONE—The concessionaire shall keep its suitability qualifications for the term of the concession, in accordance to legal terms.

TWO—For the purposes of the previous paragraph, the concessionaire is subject to on-going and permanent monitoring and supervision by the Government, in accordance with legal terms.

THREE—The concessionaire undertakes to defray, as soon as possible, the costs incurred with the verification of its suitability; for that purpose, the DICJ shall issue a document, which will specify those costs that shall constitute sufficient evidence of same.

Clause Twenty Six Suitability of the shareholders, directors and main employees of the concessionaire and management companies

ONE—The concessionaire's shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino must retain their suitability qualifications for the term of the concession, in accordance with legal terms.

TWO—For the purposes of the previous paragraph, the concessionaire's shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino, are subject to a continuous and permanent monitoring and supervision by the Government, in accordance with legal terms.

THREE—The concessionaire shall make all efforts for the shareholders that hold 5% or more of its capital stock, its directors and main employees with relevant positions in the casino, to retain their suitability qualifications during the term of the concession, considering that their good name reflects on the good name of the concessionaire.

FOUR—The concessionaire shall request its shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino, to inform the Government with the shortest possible delay, of any and every factor that may be relevant to the good repute of the concessionaire or their own.

FIVE—For the purposes of the previous paragraph, the concessionaire shall enquire, every six months, from the shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino, whether they have knowledge of any fact that may relate to the good repute of the concessionaire or their own, although the concessionaire, having knowledge of any relevant fact, is bound to inform the Government with the shortest possible delay.

SIX—The concessionaire shall inform the Government, with the shortest possible delay upon gaining knowledge of any and every fact that may relate to the good repute of its shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino.

SEVEN—The concessionaire shall make all efforts for the managing companies it may contract, as well as holders of 5% or more of its capital stock, its directors and main employees with relevant positions in the casino, to retain their good name reflect on the good name of the concessionaire.

EIGHT—The regulations in number THREE of the previous clause are applicable to the process of verification of suitability of the concessionaire's shareholders and the managing companies that hold 5% or more of its capital stock, its directors and main employees with relevant positions in the concessionaire's casino, and of the managing companies with whom it may establish contracts.

**Clause Twenty Seven
Special duty to cooperate**

Without prejudice of the general duty to cooperate established in clause sixty seven, the concessionaire shall immediately submit to the Government any document, information or data that the Government may deem necessary to verify its continued suitability.

**Clause Twenty Eight
Special duty to inform**

ONE—The concessionaire shall inform the Government, with the shortest possible delay after obtaining knowledge, of the cessation of a licence or concession for the operation of games of chance or other games in casinos in any jurisdiction of any shareholder who holds 5% or more of its capital stock.

TWO—The concessionaire shall inform the Government, with the shortest possible delay after obtaining knowledge, of any investigation related to a fact that could lead an agency that governs the activity of the operation of games of chance or other games in casinos in another jurisdiction to punish, suspend or in any way affect the licence or concession for the operation of games of chance or other

.....

games in casinos that any shareholder who holds 5% or more of its capital stock may have in that jurisdiction.

**CHAPTER VI
Financial and financing capacity**

Clause Twenty Nine
Financial capacity of the concessionaire

ONE—The concessionaire shall maintain its financial capacity to operate the concession and to fulfil timely and totally the obligations pertaining to any aspect of its activity, investments and obligations committed by contract or under the terms of the present concession contract, especially as to the Investment Plan attached to the present concession contract.

TWO—For the purposes established in the previous paragraph the concessionaire and the shareholders holding 5% or more of its capital stock are subject to continuous and permanent monitoring and supervision by the Government, in accordance with legal terms.

THREE—The concessionaire undertakes to defray, as soon as possible, the costs incurred with the verification of its financial capacity and that of the shareholders holding 5% or more of its capital stock; for that purpose, the DICJ shall issue a document, which will specify those costs that shall constitute sufficient evidence of same.

Clause Thirty
Loans or similar contracts

ONE—The concessionaire shall inform the Government of any loan granted or similar contract signed with a third party, for an amount of more than MOP 30,000,000.00 (thirty million patacas).

TWO—The concessionaire shall not grant any loan or sign any similar contract with its directors, shareholders or main employees with relevant positions in the casino, without the authorization of the Government.

THREE—The concessionaire shall not sign any contract with a commercial businessman by which he may assume management powers or the possibility of intervening in the management of the concessionaire, namely through "*step in rights*", without the authorization of the Government.

Clause Thirty One
Assumption of risk

ONE—The concessionaire is committed to all the obligations and shall be fully and exclusively responsible for all risks inherent to the concession in what concerns its financial capacity and its financing, without prejudice of the provisions of clauses forty and seventy five.

DOIS—The grantee shall not be subject to any obligation, and does not assume any responsibility or risk, in what concerns the financing of the concessionaire.

Clause Thirty Two
Obtaining Financing

ONE—The concessionaire shall obtain the necessary financing for the timely and complete fulfilment of the obligations related to any aspect of its activity, investments and obligations to which it is contractually bound or that it may assume under the terms of the present concession contract, especially of the Investment Plan attached to the present concession contract.

12

TWO—The grantee shall not be held liable for any exceptions or means of defence that may result from contractual relationships established by the concessionaire with third parties, including financing entities and shareholders of the concessionaire, in order to obtain the financing referred in the previous paragraph.

Clause Thirty Three
Legal reserves

The concessionaire shall maintain the reserves legally required.

Clause Thirty Four

Special duty to cooperate

One—Without prejudice of the general duty to cooperate established in clause sixty seven, the concessionaire shall immediately submit to the Government any document, information or data that the Government may deem necessary to verify its continued financial capacity.

TWO—The concessionaire shall inform the Government, with the shortest possible delay, of any loans, mortgages, declarations of debt, guarantees or any other obligation contracted or to be contracted to finance any aspect of its activity, in the amount of MOP 8,000,000.00 (eight million patacas) or more.

THREE—The concessionaire shall send to the Government, with the shortest possible delay, authenticated copies of documents relating to any loans, mortgages, declarations of debt, guarantees or any other obligation contracted or to be contracted for the financing of any aspect of its activity.

FOUR—The concessionaire shall endeavour to obtain and submit to the Government a declaration subscribed by each one of its dominant partners, including its determinant and ultimate partner, in which they accept to comply with this special duty to cooperate and shall present any documents and supply any information, data, authorizations or proof that they may be asked for to that effect.

CHAPTER VII Investment Plan

Clause Thirty Five Investment Plan

ONE—The concessionaire shall carry out the Investment Plan attached to the present concession contract in the terms therein presented.

TWO—The concessionaire shall namely:

- 1) Use skilled labour for all projects;**
- 2) Give preference, when contracting firms and workers for the execution of the projects referred to in the Investment Plan attached to the present concession contract, to those that permanently conduct business or are residents of the Macau Special Administrative Region;**
- 3) Respect, in the execution of the construction projects related to the projects referred to in the Investment Plan attached to the present concession contract, the technical norms and regulations in practice in the Macau Special Administrative Region, namely the Regulation on Foundations, approved by Decree-Law number 47/96/M of 26 August, and the Regulation for Safety and Work in the Structure of Buildings and Bridges, approved by Decree-Law number 56/96/M, of 16 September, as well as the specifications and homologation documents of official entities and the instructions of manufacturers or holders of patents;**

13

-
- 4) Document the projects referred to in the Investment Plan attached to the present concession contract, for the approval of the Direcção dos Serviços de Solos, Obras Públicas e Transportes, hereinafter designated as DSSOPT, with a quality control handbook, prepared by an entity with proven experience in similar services and of the same type, whose technical competence is recognized and approved by this Direction, with a work plan and respective financial and execution chronograms, with samples of the most significant materials and the curricula of those responsible for each speciality, apart from all other documents foreseen in the legislation in force, namely Decree-Law number 79/85/M of August 21; and if the quality control handbook is not submitted or not approved, the concessionaire shall be committed to follow the quality control handbook prepared in the meantime by experts designated by the DSSOPT;**
 - 5) Carry out the work in perfect conformity with the approved projects, in accordance with legal and regulatory norms in force and in accordance with internationally recognized standards for construction and supply of the same type, as well as in accordance with art rules;**

- 6) **Respect deadlines in the construction and opening to the public of the projects referred to in the Investment Plan attached to the present concession contract;**
- 7) **Use, for the carrying out of the plans referred in the Investment Plan attached to the present concession contract, materials, systems and equipment certified and approved by recognized entities and in accordance with international standards, generally accepted as having high international quality;**
- 8) **Maintain the quality of all the plans referred to in the Investment Plan attached to the present concession contract, in accordance with high international standards of quality.**
- 9) **Ensure that commercial businesses comprised in their premises have high international quality standards;**
- 10) **Maintain a modern, efficient and high quality management, in accordance with high international quality standards;**
- 11) **Inform the Government, with the shortest delay possible, of any and every situation that significantly alters or may alter, both in the construction phase of its premises and in the operation phase of any aspect of its activity, the normal progress of work, as well as of any structural or other anomaly in their premises, by means of a detailed and documented report of these situations, possibly comprising any contribution from outside sources of recognized competence and repute, also indicating any measures taken or to be taken in order to solve those situations.**

THREE—The concessionaire is responsible towards the grantee and third parties for any damage caused by deficiencies, errors or serious omissions in the conception and dimension of the plans, the execution of construction work and maintenance inherent to the Investment Plan attached to the present concession contract that may be attributed to it.

FOUR—The Government may authorize the alteration of the deadlines referred to in paragraph 6) of number TWO, without the need to revise the present concession contract.

FIVE—The grantee shall facilitate the direct or indirect execution of the plans referred to in the Investment Plan attached to the present concession contract, by the concessionaire, in accordance with the terms of the law.

14

Clause Thirty Six

Alteration to the projects comprised in the Investment Plan

ONE—In the execution of the Investment Plan attached to the present concession contract, the Government may request any documentation or make alterations to the execution of these plans, to guarantee the fulfilment of the technical norms and regulations in force and the required quality standards.

TWO—The Government shall not make any alterations to the referred plans that would imply an increase in the global amount referred to in clause thirty nine.

Clause Thirty Seven

Inspection

ONE—The Government, namely through DSSOPT, shall oversee and inspect the construction work, namely the compliance with the work plan and the quality of materials, systems and equipment, in accordance with applicable legislation in regard to the requirements of the Investment Plan attached to the present concession contract.

TWO—The concessionaire shall be notified by this Direction on the appointment of the DSSOPT representatives to oversee and inspect the construction work; when the overseeing and inspection of the construction work is to be carried out by more than one representative, one will be appointed to be in charge.

THREE—The concessionaire shall deliver, for the purposes of number ONE, detailed monthly reports, in writing, showing the progress of the Investment Plan attached to the present concession contract. The said monthly reports shall include, at least:

- 1) The most relevant events, number of employees, quantities of materials, systems and equipment involved;
- 2) The work progress in relation to the work programme (progress control);
- 3) Updates to the financial and execution chronograms;
- 4) The requirements for plans, supplies, means to be used, materials, systems and equipment;
- 5) The main measures taken to guarantee compliance with the work programme;
- 6) Action to be taken to correct deviations.

FOUR—The concessionaire shall submit extraordinary reports, detailed and in writing, whenever deemed necessary, namely when the normal work progress related to the execution of the Investment Plan attached to the present concession contract may be jeopardized.

FIVE—The concessionaire shall submit, upon the request of the Government, within the established deadline, any documents, namely written and drawn relating to the Investment Plan attached to the present concession contract.

SIX—The concessionaire shall furthermore supply in addition to the documents mentioned in the previous paragraph, any clarification and information that may be requested.

SEVEN—If the Government has any doubts as to the quality of the work, it may require that tests be carried out, apart from those foreseen by the concessionaire, consulting the latter, if necessary, as to the rules of decision to be adopted.

EIGHT—The expenses incurred with the tests referred to in the previous paragraph and the correction of detected deficiencies will be paid by the concessionaire.

15

NINE—The orders and notifications related with technical aspects of the work may be addressed, by the Government, namely through DSSOPT, directly to the technical director of the site.

TEN—The technical director of the site must follow the work closely and be present at the site whenever so required.

ELEVEN—The Government, namely through DSSOPT, may suspend and embargo, under the terms of law, the work in progress whenever there is evidence of non-conformity with the plans approved, or violation of the legal rules and regulations applicable by law and by virtue of any contract.

TWELVE—The powers of inspection on the compliance with the requirements resulting from the present concession contract do not involve any responsibility on the part of the grantee for the execution of the construction work: the concessionaire is exclusively responsible for any defect or fault in the conception, execution or operation of the said works, except for those that may have resulted from a decision of the grantee.

Clause Thirty Eight Contracting and subcontracting

Contracting and subcontracting of third parties does not exempt the concessionaire from its legal or contractual obligations.

Clause Thirty Nine Allocation of the remaining value of the investments included in the

Investment Plan

If, on completion of the work of the Investments Plan attached to the present concession contract, the total value of the concessionaire's direct or indirect expenses, is inferior to the global amount anticipated of MOP 4,000,000,000.00 (four thousand million patacas) for the investments described in the awarding proposal submitted by the concessionaire as bidder to the first public tender for the awarding of three concessions for the operation of games of chance or other games in casinos and included in the above mentioned Investments Plan, the concessionaire shall spend the remainder in projects related to its activity, to be indicated by the concessionaire and accepted by the Government, or in projects of relevant public interest for the Macau Special Administrative Region, to be indicated by the Government.

Clause Forty Insurance

ONE—The concessionaire shall establish and keep up to date the insurance contracts that will guarantee an effective and comprehensive coverage of the risks inherent to the activities integrated in the concession. These insurance policies shall be contracted with authorized insurance companies operating in the Macau Special Administrative Region or if not feasible or too expensive for the concessionaire, with the Government's authorization, with outside insurers,

TWO—The concessionaire shall, specifically, ensure that the following insurance contracts exist and are maintained in force:

- 1) Insurance for work related accidents and professional illnesses;
- 2) Third party liability insurance for all its vehicles;
- 3) Third party liability insurance for ships, aircraft or other flying engines that are the property of the concessionaire or being used under the leasing system;
- 4) Third party liability insurance for the posting of advertising materials;

16

-
- 5) General third party liability insurance related to the operation of games of chance or other games in casinos in the Macau Special Administrative Region, as well as the development of other activities integrated in the concession and that are not covered by any other insurance policy;
 - 6) Insurance against damage to buildings, furniture, equipment and other goods allocated to the activities integrated in the concession;
 - 7) Insurance of buildings (all risks, including third party liability) covering any construction work of, or on, buildings related to the activities integrated in the concession;

THREE—The insurance coverage mentioned in 6) of the previous paragraph is to be of the multi-risk type, and shall cover at least, the following:

- 1) Fire, lightning or explosion (whatever the nature);
- 2) Rupture of pipes, spillage or overflowing of tanks, boilers, plumbing, tanks, toilettes or equipment for the transport of water;
- 3) Floods, typhoons, tropical storms, volcanic eruptions, earthquakes or other convulsions of nature;
- 4) Fall or clashing of aircraft or other flying engines or objects fallen or thrown from them;
- 5) Vehicle crashes;
- 6) Larceny or theft;

- 7) Strikes, assaults, riots, disturbances of public order or other facts of a similar nature.

FOUR—The capital or the minimum limit to be insured, with reference to the insurance mentioned in TWO is the following:

- 1) In accordance with legislation in force for the insurance foreseen in items 1) to 4);
- 2) An amount to be determined by the Government for the insurance in item 5), taking into account, among other factors, the turnover of activities integrated in the concession and the accident rate of the previous year,
- 3) Equal to the net value of the goods to be covered by the insurance under item 6), net value meaning the gross value minus accumulated depreciation;
- 4) The value of the construction work for the insurance referred in item 7).

FIVE—the concessionaire shall further ensure that the entities they may contract have valid insurance against work related accidents and professional illnesses.

17

SIX—The concessionaire shall make proof, before the Government, of the existence and full validity of the insurance contracts, by submitting a copy of these at the time they are contracted and upon renovation.

SEVEN—The concessionaire shall not start any construction or work without previously submitting to the Government the copies referred to in the previous paragraph.

EIGHT—Except by Government authorization, the concessionaire may not cancel, suspend, modify or substitute any insurance contracts, except in the case of a mere change of insurance company, in which case the concessionaire shall inform the Government of the fact as soon as possible.

NINE—The Government may, at the concessionaire's expense, and resorting to the bail deposited to guarantee the legal or contractual obligations of the concessionaire, directly pay the insurance, if the concessionaire has not done so.

CHAPTER VIII ASSETS

Clause Forty One Assets of the Macau Special Administrative Region

ONE—The concessionaire shall ensure the maintenance or replacement, in accordance to instructions of the DICJ, of the property/goods of the Macau Special Administrative Region that may be allocated to the operation of the concession through the temporary transfer of its use, fruition and utilization.

TWO—The concessionaire shall ensure the maintenance of the land, grounds or natural resources, whose management is the responsibility of the Government, under the terms of article 7 of the Basic Law of the Macau Special Administrative Region, and that have been or may be allocated to the operation of the concession, either by rental or by concession.

Clause Forty Two Other assets

ONE—The casinos, as well as the equipment and all utensils pertaining to the games, must be located in the concessionaire's premises, and no expenses or encumbering may fall on the casinos, equipment and utensils, except with the Government's authorization.

TWO—In spite of the authorization referred to in the previous paragraph, the concessionaire shall ensure that the casinos, as well as the equipment and utensils pertaining to the games, even if located outside these, are free of any expense or onus at the time the concession terminates.

THREE—Except by Government authorization, the casinos may not be located in buildings, the use and fruition of which are entitled by leasing contracts, whatever their nature, or any other type of contract that does not confer to the concessionaire total property rights, even if atypical; the said authorization may namely impose the condition, in order to allow the reversal of the casinos to the Macau Special Administrative Region, that the concessionaire acquire the independent units where the casinos are located, up until one hundred and eighty days before the date foreseen in number ONE of clause forty three, except if the concession becomes extinct before that date, in which the acquisition must take place in the shortest possible period of time.

FOUR—When duly authorized, the concessionaire shall submit to the Government, a copy of the contracts referred to in the previous paragraph, as well as all the alterations and changes, even if retroactive.

18

FIVE—The concessionaire shall locate all its casinos in buildings or groups of buildings, even though they may constitute a single economic and functional unit, established as horizontal property, so that they are integrated in one or more independent units, with areas perfectly identified and defined.

SIX—For purposes of the previous paragraph, the concessionaire shall submit to the government, with the shortest possible delay, a certificate of the real estate registry in relation to the constitution of horizontal property, which shall include the specifications of all independent units, together with a blueprint where the respective areas are defined and marked.

SEVEN—The concessionaire shall register any alteration to the constitution deed for the horizontal property, submitting to the Government, through the DSF, as soon as possible, the respective real estate registry certificate.

EIGHT—The concessionaire shall furthermore submit for the approval of the Government the regulation of the condominium relating to the horizontal property.

Clause Forty Three
Reversal of the casinos and equipment and utensils allocated to the games

ONE—On the 26th day of June two thousand and twenty two, except if the concession becomes extinct before that date, the casinos, as well as the equipment and utensils pertaining to the games, even though they may be placed outside these, shall revert cost-free and automatically to the grantee, and the concessionaire shall surrender them in perfect working order, without prejudice of the normal wear and tear resulting from the operation of the present concession contract, and free of any onus or charge.

TWO—The concessionaire shall immediately deliver the property referred to in the previous paragraph.

THREE—If the concessionaire does not immediately surrender the property referred to in ONE, the Government shall take immediate administrative possession of same, the expenses being paid for out of the bail to guarantee the compliance with the legal or contractual obligations of the concessionaire.

FOUR—When the concession terminates, the Government shall inspect the property referred to in clauses Forty One and Forty Two, in the presence of the representatives of the concessionaire, in order to ascertain the condition and maintenance of the mentioned property and a report shall be prepared.

FIVE—Should the dissolution or liquidation of the concessionaire occur, the distribution of its estate cannot be effected until the Government certifies, through the mandatory inventory mentioned in the next clause, that the property to be reverted is in perfect order and working condition, or until there is assurance, by means of a guarantee accepted by the Government, of payment of any amounts due to the grantee, by way of indemnity or any other title.

SIX—The ruling in the last part of number ONE does not preclude the normal renovation of equipment and utensils pertaining to the games.

Clause Forty Four
Inventory of property allocated to the concession

ONE—The concessionaire shall prepare, in triplicate, and maintain updated, the inventory of all goods and rights pertaining to the Macau Special Administrative Region for the use of the concession, as well as all property that shall revert to the Macau Special Administrative Region, and shall annually and prior to the thirty first of May, update the maps corresponding to alterations that have taken place and send them to the DICJ and the DSF.

19

TWO—In the year of the final term of the concession, it is mandatory that the above-described inventory be prepared sixty days before termination.

THREE—In other cases of extinction of the concession, the inventory referred in ONE shall take place at a date and time determined by the Government.

**Clause Forty Five
Improvements**

The improvements that, for any reason, are done to the property referred to in clause Forty One, as well as to the property reverting to the grantee, do not entitle the concessionaire to any compensation or indemnity.

**Clause Forty Six
Granting of land for the use of the concessionaire**

ONE—The system of granting of land for the use of the concessionaire, namely for the operation of the concession, is established in the respective land granting contract.

TWO—The clauses of the land granting contract to be signed by the Government and the concessionaire are subject to the conditions of the present concession contract, in what is applicable.

**CHAPTER IX
Premium**

**Clause Forty Seven
Premium**

ONE—The concessionaire shall pay the Macau Special Administrative Region an annual premium, for the term of the concession, as payment for the awarding of a concession for the operation of games of chance or other games in casinos.

TWO—The amount of the annual premium to be paid by the concessionaire is composed of a fixed and a variable portion.

THREE—The amount of the fixed portion of the premium to be paid by the concessionaire is, under the terms of Dispatch number 215/2001 of the Chief Executive, of MOP 30,000,000.00 (thirty million patacas) per year.

FOUR—The amount of the variable part of the premium to be paid annually by the concessionaire shall be calculated based on the number of gaming tables and electric or mechanical machines, including *"slot machines"*, operated by same.

FIVE—For the purposes of the previous number:

- 1) For each gaming table reserved for particular games and players, namely operated in a special area or room, the concessionaire shall pay, per year, MOP 300,000,00 (three hundred thousand patacas).**
- 2) For each gaming table non-reserved for particular games and players, the concessionaire shall pay, per year, MOP 150,000,00 (one hundred and fifty thousand patacas);**
- 3) For each electric or mechanic gaming machine, including *"slot machines"*, operated by the concessionaire, the concessionaire shall pay, per year, MOP 1,000.00 (one thousand patacas).**

SIX—Apart from the number of gaming tables that the concessionaire operates at a given time, the amount of the variable portion of the premium cannot be less than the amount that would result from the permanent operation of 100 (one hundred) gaming tables reserved for particular games and

20

players, namely operated in gaming rooms or special areas, and 100 (one hundred) gaming tables non-reserved for particular games and players.

SEVEN—The concessionaire shall pay the amount of the fixed portion of the premium, up until the tenth day of the month of January of the year to which it refers: payment in monthly instalments is possible at the discretion of the Government.

EIGHT—The concessionaire shall pay monthly, up until the tenth day of the month following that to which it refers, the amount of the variable portion of the premium referring to the gaming tables, electric or mechanic gaming machines, including "*slot machines*" that it operated during the previous month.

NINE—For purposes of the calculation of the amount of the variable part of the premium referred in the previous number, consideration is given to the number of days that in a given month each gaming table and each electric or mechanic gaming machine, including "*slot machines*", was operated by the concessionaire.

TEN—The payment of the premium is carried out by submitting the respective payment invoice in the Receiving section of the Finance Department of the Macau Special Administrative Region.

Chapter X
Contributions under paragraphs 7) and 8) of article 22 of Law number 16/2001

Clause Forty Eight
Contribution under paragraph 7) of article 22 of Law number 16/2001

ONE—The concessionaire shall pay to the grantee a contribution corresponding to 1.6% (one point six percent) of the gross revenues of the gaming operation, that will be made available to a public foundation for the promotion, development and study of social, cultural, economic, educational, scientific, academic and charity activities, to be indicated by the Government.

TWO—The contribution referred above is paid monthly by the concessionaire, prior to the tenth day of the month following that to which it relates, by submission of the respective payment invoice in the Receiving section of the Finance Department of the Macau Special Administrative Region.

THREE—The contribution referred in number ONE will be the object of a special budget record by the grantee.

Clause Forty Nine
Contribution under item 8) of article 22 of Law number 16/2001

ONE—The concessionaire undertakes to pay the grantee a contribution corresponding to 2.4% (two point four percent) of the gross revenues of the gaming operation, to be used for urban development, tourist promotion and the social security of the Macau Special Administrative Region.

TWO—The contribution mentioned in the previous paragraph is paid monthly by the concessionaire until the tenth day of the month following that to which it relates, by submitting the respective payment invoice in the Receiving Section of the Finance Department of the Macau Special Administrative Region.

THREE—The contribution referred to in number ONE will be the subject to a special budget record by the grantee.

FOUR—The Government may appoint one or more projects or one or more entities as beneficiaries of the allocation of part the amounts paid.

FIVE—The Government and the concessionaire may agree to allocate, to one or more entities or one or more projects, funds, up to the maximum amount of 1.2% (one point two) of the gross revenue of the gaming operations, in such case the concessionaire may allocate directly the funds to such entities or projects, in which case the amount of the contribution referred to in ONE to be submitted to the Receiving Section of the Finance Department of the Macau Special Administrative Region, will be reduced accordingly.

CHAPTER XI
Fiscal obligations and submission of documents

Clause 50
Special gaming tax

ONE—The concessionaire shall pay the Macau Special Administrative Region the special gaming tax established by law, which shall be paid in duodecimals, by a monthly remittance to the Government up to the tenth day of the month following that to which it refers.

TWO—The payment of the special gaming tax may be effected in patacas or in a currency accepted by the Government.

THREE—The payment of the special gaming tax in patacas is made directly to the Treasury of the Macau Special Administrative Region.

FOUR—The payment of the special gaming tax in currency accepted by the Government is made by means of remittance of that currency to the Macau Monetary Authority who will place the corresponding amount in patacas at the order of the Treasury of the Macau Special Administrative Region.

Clause Fifty One
Tax withholding

ONE—The concessionaire shall withhold, on a definitive basis, the legally established tax on commissions and other remunerations paid to game promoters, submitting the respective amounts monthly, up to the tenth day of the month following that to which it refers, to the Receiving section of the Finance Department of the Macau Special Administrative Region.

TWO—The concessionaire shall withhold, on a definitive basis, the legally established income tax for workers, submitting the respective amounts monthly, up to the tenth day of the month following that to which it refers, at the Receiving section of the Finance Department of the Macau Special Administrative Region, in accordance with the law.

Clause Fifty Two
Payment of other taxes, contributions, rates or emoluments due

The concessionaire shall pay other taxes, contributions, rates or emoluments due in accordance with the legislation of the Macau Special Administrative Region from which it has not been exempted.

Clause Fifty Three
**Document proving the non-existence of debts to the Treasury of the
Macau Special Administrative Region**

ONE—The concessionaire shall supply to the Government annually, until the thirty first of March, a certificate issued by the DSF, referred to the previous year, confirming that the concessionaire has no debts to the Treasury of the Macau Special Administrative Region, for contributions and taxes, fines or accruals, being including in this concept the interest on deferred payments and the 3% of debts.

TWO—The concessionaire shall furthermore supply to the Government, annually and up to thirty first of March, a document referred to the previous year, describing the fiscal situation of its executive director, the members of its governing bodies and of its shareholders holding 5% or more of its capital stock.

Clause Fifty Four
Document proving the non-existence of debts to the Social Security of the
Macau Special Administrative Region

The concessionaire shall supply the Government annually, until the thirty first of March, a certificate issued by the Social Security Fund of the Macau Special Administrative Region confirming that the concessionaire has its payments to the Social Security Fund of the Macau Special Administrative Region in order.

Clause Fifty Five
Furnishing of information

ONE—The concessionaire shall submit to the Government every quarter, until the last day of the month following the end of the respective quarter, its trial balance relating to the previous quarter, except for the last quarter of each year that is sent until the last day of the month of February of the following year.

TWO—The concessionaire shall also submit to the Government, until thirty days before the date of the annual general meeting to approve the accounts, the following elements:

- 1) The set of accounting and statistic maps referring to the previous fiscal year;**
- 2) The full names, in all possible versions, of those who, during the respective year were part of management and fiscal boards, of the appointed attorneys, as well as of the person responsible for the accounts department; and**
- 3) A copy of the annual report of the board of directors, together with the report of the audit board and of the external auditors.**

Clause Fifty Six
Accounting and internal control

ONE—The concessionaire shall have its own accounting, a sound administrative organization and adequate control procedures, and shall follow, as to these matters, the instructions issued by the government, namely through the DICJ or the DSF.

TWO—In the format and rendering of the accounts, the concessionaire shall solely follow the criteria of the Official Accounting Plan in effect in the Macau Special Administrative Region, without prejudice of the Head of the Executive, by proposal of the director of the DICJ or the director of the DSF, eventually making mandatory the existence of certain books, documents or other accounting elements, as well as determining the criteria to be adopted by the concessionaire in the accounting records of its operations and the observance of special norms in their preparation or presentation.

Clause Fifty Seven
External audit of annual accounts

The concessionaire shall carry out an annual audit to its accounts, conducted by an external independent agent of recognized international repute, previously accepted by the DICJ and the DSF, supplying in advance all the necessary documentation, namely that referred in article 34 of Law number 16/2001.

Clause Fifty Eight
Extraordinary Audits

The concessionaire shall at any moment, with or without advance notice, accept extraordinary audits, carried out by an external independent agent of recognized international repute or by another entity, as and when the DICJ or the DSF deem it necessary or convenient.

Clause Fifty Nine
Mandatory publications

ONE—The concessionaire is committed to annually publishing, until the thirtieth of April, and in relation to the previous fiscal year ended at the thirty first of December, in the Official Gazette of the Macau Special Administrative Region, and in two of the most widely read newspapers of the Macau Special Administrative Region, one being necessarily in the Chinese language and the other in the Portuguese language, the following information:

- 1) Balance sheet, statement of results and attachments;
- 2) Summary of the activity report;
- 3) Report of the fiscal board
- 4) Summary of the external auditors' report
- 5) List of qualified shareholders, holding 5% or more of the capital stock, in any period of the year, with indication of the respective percentage value; and
- 6) The names of the members of the governing bodies.

TWO—The concessionaire shall submit to the Government, a copy of all the elements referred in the previous paragraph, and of other elements for publication, which is required by the concession system referred to in clause six, with the minimum advance of ten days prior to the date of publication.

Clause Sixty
Special duty of cooperation

Without prejudice of the general duty to cooperate contemplated in clause sixty seven, the concessionaire shall cooperate with the Government, namely with the DICJ and the DSF, as to the supply of elements and information that may be solicited by them, and as to the analysis or inspection of its accounts, holding extraordinary audits and, in general, as to the duties entailed by the concession system referred to in clause six.

CHAPTER XII
Guarantees

Clause Sixty One
Bail as guarantee of fulfilment of the legal or contractual obligations
of the concessionaire

ONE—The bail, as guarantee of the fulfilment of the legal or contractual obligations of the concessionaire may be given in any one of the forms legally contemplated, as long as accepted by the Government.

TWO—The concessionaire shall maintain, in favour of the Government, the first demand autonomous bank guarantee, issued by the Banco Nacional Ultramarino, S.A. to guarantee:

- 1) the exact and timely fulfilment of the legal or contractual obligations to which the concessionaire is bound;

-
- 2) the exact and timely payment of the premium that the concessionaire is committed to pay for Macau Special Administrative Region under clause Forty Seven;

- 3) the payment of fines or other pecuniary penalties that may be levied on the concessionaire by reason of legal ruling or of any clause in the present concession contract;
- 4) the payment of any indemnity resulting from contractual responsibility for damage suffered and failed income due to the total or partial non-compliance of the obligations to which the concessionaire is bound by the present concession contract.

THREE—The concessionaire shall maintain in favour of the Government, the autonomous bank guarantee referred in the previous paragraph in the maximum value of MOP 700,000,000.00 (seven hundred million patacas) from the signing of the present concession contract until the thirty first of March of the year two thousand and seven, and with the maximum value of MOP 300,000,000.00 (three hundred million patacas) from the first of April of the year two thousand and seven until one hundred and eighty days after the term of the concession contract.

FOUR—The concessionaire shall make every effort to fulfil all necessary obligations to maintain in effect the autonomous guarantee referred in number TWO.

FIVE—The Government may resort to the autonomous bank guarantee referred in number TWO, independent of any prior judicial decision, whenever the concessionaire does not fulfil any of the legal or contractual obligations to which it is bound, does not proceed to effect exact and timely payment of the premiums to which it is bound, does not pay nor contest within the legal time limit the fines or other pecuniary penalties that have been levied by reason of legal ruling or clause of the present concession contract; the Government may also resort to the autonomous bank guarantee referred in number TWO if there is cause for payment of any indemnity resulting from contractual responsibility for suffered damage and failed income resulting from the total or partly non-fulfilment of the obligations to which the concessionaire is bound by the present concession contract.

SIX—Whenever the Government resorts to the autonomous bank guarantee referred in number TWO, the concessionaire shall take all the necessary steps to reinstate its full effect, within 15 days from the date of notification of the fact.

SEVEN—The autonomous bank guarantee referred to in number TWO may only be cancelled by means of Government authorization.

EIGHT—The Government may authorize the alteration of the terms or conditions referred in numbers THREE to SIX, as well as authorize the substitution of the autonomous bank guarantee referred in number TWO by another form legally accepted for the posting of bail as guarantee of fulfilment of the legal or contractual obligations of the concessionaire.

NINE—The costs incurred with the issue, maintaining and cancellation of bail as a guarantee of fulfilment of the legal or contractual obligations of the concessionaire are borne entirely by the concessionaire.

Clause Sixty Two **Specific bank guarantee for guarantee of the payment of the special gaming tax**

ONE—The concessionaire shall produce, on demand by the Government under number 5 of article 27 of Law number 16/2001, if there is justified concern that the concessionaire may not pay the probable monthly amounts of the special gaming tax, within the deadline and under the terms, conditions and amounts to be established by the Government, a special autonomous bank guarantee, on first demand, issued in favour of the Government to guarantee the payment of those same amounts.

TWO—The terms and conditions of the autonomous bank guarantee referred to in the previous paragraph may not be altered without Government authorization, the concessionaire being bound to fulfil all the obligations that result or may result from maintaining in effect the guarantee in the exact terms in which it was given.

THREE—The Government may resort to the autonomous bank guarantee referred in number ONE, independently of any previous judicial decision, whenever the concessionaire does not pay the special gaming tax owed to the grantee under the

terms of the law and the present concession contract.

FOUR—Whenever the Government resorts to the autonomous bank guarantee referred in number ONE, the concessionaire shall take, within 15 days counting from the date of notification of the fact, all the necessary steps to reinstate its full effect.

FIVE—The autonomous bank guarantee referred to in number ONE may only be cancelled by the concessionaire one hundred and eighty days after the end of the concession and with Government authorization.

SIX—The costs incurred with the issue, maintaining and cancellation of the bail of the autonomous bank guarantee referred in number ONE are borne entirely by the concessionaire.

**Clause Sixty Three
Other Guarantees**

The autonomous bank guarantee referred in number TWO of clause sixty one includes the guarantees established in number 3 of article 20 and in item 2 of article 22 of the Law number 16/2001 and on numbers 1 and 2 of article 84 of the Administrative Rule number 26/2001.

**CHAPTER XIII
Inspection of fulfilment of the concessionaire's obligations**

**Clause Sixty Four
Inspection, supervision and monitoring by the Government**

ONE—The power to inspect, supervise and monitor the fulfilment of the obligations of the concessionaire is exercised by the Government, namely through the DICJ and the DSF.

TWO—For all purposes the concessionaire shall, whenever so required by the Government and without need of advance notice, offer the Government, or any other entity appointed by the Government and duly mandated to that effect and identified, free access to any part of its premises, as well as free access to examine its accounting or bookkeeping, including any transactions, books, minutes, accounts and other registers or documents, statistics and registers of management used, supplying the Government or the entity appointed, with photocopies of what they may consider necessary.

THREE—The concessionaire shall abide by and comply with the determinations of the Government issued within the scope of its powers of inspection and verification, namely the instructions of the DICJ, including those relating to an eventual suspension of the operations in casinos and other gaming areas.

FOUR—The operation of the concession is subject to the permanent verification and inspection of the DICJ under the terms of applicable legislation.

26

**Clause Sixty Five
Daily inspection of the gross revenues of the game operation**

The concessionaire is subject to daily inspection, by the Government, through the DICJ, of its gross revenues from the game operation, in accordance with legal terms.

**CHAPTER XIV
General duty to cooperate**

**Clause Sixty Six
General duty of the Government to cooperate**

The Government shall cooperate with the concessionaire thus allowing it fulfil its legal and contractual obligations.

Clause Sixty Seven
General duty of the Concessionaire to cooperate

For purposes of the provisions of the present concession contract, the concessionaire shall cooperate with the Government, producing any documents and giving any information, data, authorizations or proof that may be solicited.

CHAPTER XV
Other duties of the concessionaire

Clause Sixty Eight
Operation of the casinos and other premises and annexes

The concessionaire shall keep in normal operation all areas of the casinos and other premises and annexes that are used for the operation of the concession and for the uses for which they are intended or authorized.

Clause Sixty Nine
General duties of the concessionaire

ONE—It is the special obligation of the concessionaire to promote and demand from all entities that may be contracted for the development of activities integrated in the concession, the observance of all rules of good organization and functioning, and the special measures related to the patrons of its casinos and other game zones and of its workers and other persons therein holding working positions.

TWO—The concessionaire undertakes to contract, for the prosecution of the activities integrated in the concession, entities duly licensed and authorized, with the necessary technical and professional qualifications.

Clause Seventy
Other Government authorizations

Government authorization is required for the replacement, cancellation or change of proof documents and registers related to the activity of the concessionaire or to the acquisition of equipment and materials for the games.

Clause Seventy One
Government authorizations and approvals

The authorizations and approval of the Government, and their possible refusals, do not exonerate the concessionaire from the timely fulfilment of the obligations assumed under the present concession

27

contract, neither do they imply, on the part of the Government, of any responsibilities except when its acts have caused expenses or special and abnormal damage to the concessionaire.

CHAPTER XVI
Responsibility of the concessionaire

Clause Seventy Two
Civil liability to the grantee

The concessionaire is responsible towards the grantee for damage resulting from the total or partial non-fulfilment of its contractual obligations, due to facts it may be held responsible for.

Clause Seventy Three
**Exoneration of the grantee in the extra-contractual responsibility of the
concessionaire toward third parties**

ONE—The grantee shall not take or share any responsibility that may arise for the concessionaire from acts carried out

by it or at its request that involve or might involve civil liability or any other.

TWO—The concessionaire will furthermore answer, under the general relationship of consigner-commissioner, for damages caused by entities it has contracted for the operation of the activities that integrate the concession.

CHAPTER XVII

Subjective changes to the concession

Clause Seventy Four

Cession of contractual position, burden, transfer and alienation

ONE—The concessionaire shall not cede, transfer, alienate or in any way burden, in total or in part, in express or tacit form, formally or informally, the operation of a casino or a gaming area or make any juridical deal that has the same result, except with Government authorization.

TWO—An action carried out in violation of the rulings of the previous paragraph, and without prejudice of other applicable sanctions or penalties, entails the payment to the Macau Special Administrative Region, of the following penal clauses:

- **in the case of cession, transfer or alienation, as a whole—MOP 1,000,000,000.00 (one thousand million patacas);**
- **in the case of cession, transfer or alienation, as a part—MOP 500,000,000.00 (five hundred million patacas);**
- **in the case of encumbering, in total or in part—MOP 300,000,000.00 (three hundred million patacas).**

THREE—The request for authorization referred in number ONE must be supported by all the necessary documents and the indication of all the details of the juridical deal that the concessionaire wishes to effect, without prejudice of the Government soliciting additional documents, data or information.

28

Clause Seventy Five

Sub-concession

ONE—The concessionaire, except with Government authorization, undertakes the obligation not to grant a sub-concession, in all or in part, or make any juridical deal that has the same result.

TWO—An action carried out in violation of the rulings of the previous paragraph, and without prejudice of other applicable sanctions or penalties, entails the payment, to the Macau Special Administrative Region, of the following penal clauses:

- **In the case of sub-concession, as whole—MOP 500,000,000.00 (five hundred million patacas);**
- **In the case of sub-concession, as a part—MOP 300,000,000.00 (three hundred million patacas);**

THREE—For the purposes of the authorization referred in number ONE, the concessionaire shall advise the Government of its intention to sub-concede, supplying all details that the Government may deem necessary, including all the correspondence exchanged between the concessionaire and the entity with whom it wishes to contract.

FOUR—The sub-concession does not exonerate the concessionaire from the legal or contractual obligations to which it is bound, except if, and in accordance with the terms of Government authorization, being further subsidiarily responsible before the Macau Special Administrative Region, independent of guilt, for damages resulting from the non-compliance with the total or part of the contractual obligations of the sub-concessionaire, owing to facts that may be attributed to it, benefiting from the "*privilege of exhaustion of remedies*".

CHAPTER XVIII

Non-fulfilment of contract

Clause Seventy Six
Non-fulfilment of contract

ONE—Without prejudice of the rulings in clauses seventy seven and seventy eight, the non-fulfilment attributable to the concessionaire of the duties and obligations resulting from the present concession contract, or from Government determinations, shall subject the concessionaire to the sanctions or penalties legally or contractually foreseen.

TWO—The concessionaire is exonerated from the responsibility referred to in the previous chapter in cases of *force majeure* or other events that clearly cannot be attributed to it, but only if the timely and total fulfilment has in fact been hindered.

THREE—The only cases considered of *force majeure*, with the consequences described in the next paragraph, are the unpredictable and irresistible events, exterior to the concessionaire, the effects of which are independent of the will or the personal circumstances of the concessionaire, namely acts of war, terrorism, disturbances of the public order, epidemics, atomic radiations, fire, lightning, serious flooding, cyclones, tropical storms, earthquakes and other natural cataclysms that directly affect the activities integrated in the concession.

FOUR—The concessionaire shall immediately advise the Government of any case of *force majeure*, and indicate, as soon as possible the obligations resulting from the present concession contract that it cannot fulfil due to the occurrence, and also, if it be the case, the measures it wishes to implement to reduce the impact of the said event and/or normalize the fulfilment of those obligations.

FIVE—In any of the cases referred in number THREE, the concessionaire shall reconstruct and/or restore the damaged property to its previous condition, as soon as possible, reinstating the management and operation of the games of chance or other games in casinos; should the concessionaire have no

29

economic interest in the reconstruction and/or restoring of the referred property, it shall transfer to the grantee the amount of the insurance.

CHAPTER XIX
Extinction and suspension of the concession

Clause Seventy Seven
Termination by mutual agreement

ONE—The Government and the concessionaire may, at any moment, terminate the present concession contract of by mutual agreement.

TWO—The concessionaire shall be fully responsible for the cessation of the effects of any contracts of which it is part, and the grantee shall not be responsible for anything in this matter, unless otherwise established.

Clause Seventy Eight
Redemption

ONE—Unless otherwise legally established, the Government may, as from the fifteenth year of the concession, redeem it, by notifying the concessionaire by registered letter, with receipt notice, at least one year in advance.

TWO—Through the redemption, the grantee assumes all the rights and obligations of the concessionaire resulting from juridical deals validly contracted by it before the date of the notification referred to in the previous paragraph.

THREE—The obligations contracted by the concessionaire by virtue of the contracts it has signed after the notification referred in number ONE, shall only be assumed by the grantee if those contracts were, prior to their celebration, authorized by the Government.

FOUR—The assumption by the grantee of the obligations contracted by the concessionaire is made without prejudice of the right of regression for the obligations contracted by the concessionaire that exceed the normal management of the concession.

FIVE—Once the concession is redeemed, the concessionaire is entitled to a fair and equitable compensation corresponding to the losses resulting from the redemption of the Resort-Hotel-Casino referred in the Investment Plan annexed to the present contract. The amount of compensation shall be equal to the earnings of the Resort-Hotel-Casino referred in the Investment Plan annexed to the present contract before interest, depreciation and amortization for the fiscal year immediately preceding the date the redemption is declared, multiplied by the number of years remaining on the term of the concession contract.

Clause Seventy Nine Sequestration

ONE—When the cessation or interruption occur or are imminent, as a whole or in part of the operation of the concession by the concessionaire, not authorized and not due to case of *force majeure*, or if there are serious disturbances or deficiencies in the organization and management of the concessionaire or in the general conditions of the installations and equipment, susceptible of compromising the regular operation of the concession, the Government may replace the concessionaire, directly or by resorting to third parties, ensuring the operation of the concession and promoting the necessary measures to ensure the objective of the present concession contract, for the duration of the cessation or interruption or if the disturbances and deficiencies continue.

30

TWO—During the sequestration, the expenditures necessary for the maintenance and normalization of the operation of the concession are charged to the concessionaire, and the Government may, to that effect, resort to the bail to fulfil the legal or contractual obligations and to the guarantee posted by the dominant partner of the concessionaire.

THREE—As soon as the reasons for the sequestration are over and the Government judges it appropriate, the concessionaire is notified to resume, within a time limit that will be fixed, the normal operation of the concession.

FOUR—If the concessionaire does not want to or cannot resume the operation of the concession or if, having done so, the serious disturbances or deficiencies in its organization and operation continue to exist, the Government may declare the unilateral rescission for non-fulfilment of the present concession contract.

Clause Eighty Unilateral rescission for non-fulfilment

ONE—The Government may terminate the concession, by means of unilateral rescission for non-fulfilment of the present concession contract, in case of non-fulfilment of the fundamental obligations by which the concessionaire is legally or contractually bound.

TWO—Reasons for unilateral rescission of the present concession contract are, specifically:

- 1) The deviation from the objective of the concession, either by operating non-authorized games, or by carrying out activities that are excluded from the corporate purpose of the concessionaire;**
- 2) The abandonment of the operation of the concession or its unjustified suspension for a period of more than 7 consecutive days or 14 interpolate days within one calendar year;**
- 3) The transmission, in total or in part of the operation, temporarily or definitively, effected in disrespect of what is established in the concession system as referred to in clause Six;**
- 4) The default in payment of taxes, premiums, contributions or other retributions foreseen in the concession system as referred to in clause Six owed to the grantee and not impugned within the legal period;**

- 5) The refusal or impossibility of the concessionaire to resume the concession under the terms of number FOUR of the previous clause, or when, having done so, the reasons for the sequestration continue to exist;
- 6) The reiterated opposition to the supervision and inspection or repeated disobedience of the determinations of the Government, namely through the directions of the DICJ;
- 7) The systematic non-observance of fundamental obligations foreseen in the concession system as referred to in clause Six;
- 8) The default on payment or reinforcement of the bails or guarantees foreseen in the present concession contract under the terms and within the deadlines established;
- 9) The bankruptcy or insolvency of the concessionaire;
- 10) The practice of serious fraudulent activity, damaging to the public interest;
- 11) The serious and reiterated violation of the rules of operation for the practice of games of chance or other games in casinos or of the integrity of the games of chance or other games in casinos.

31

THREE—Without prejudice of the provisions of clause Eighty Three, and in the presence of one of the situations referred to in the previous paragraph or any other that, under the terms of the present clause, may motivate the unilateral rescission for non-fulfilment of the concession contract, the Government shall notify the concessionaire to, within an established deadline, fully comply with its obligations and correct, or repair the consequences of its acts, except if it is the case of a non-reparable violation.

FOUR—If the concessionaire does not fulfil its obligations or does not correct or repair the consequences of its acts, in the terms determined by the Government, the Government may unilaterally rescind the present concession contract by communicating this fact to the concessionaire, and also may notify in writing, the entities who guaranteed the financing of the investments and obligations assumed by the concessionaire, under the terms and for the purposes established in the concession system as referred to in clause Six, relative to financial capacity.

FIVE—The communication to the concessionaire of the decision to rescind referred to in the previous paragraph takes immediate effect, independent of any other formality.

SIX—In the case of well-founded urgency that cannot accommodate the delays of the process of solving the non-fulfilment foreseen in number THREE, the Government may, without prejudice of the observance of that process and the observance of the provisions of number FOUR, proceed immediately with the sequestration of the concession under the terms defined in the previous clause.

SEVEN—The unilateral rescission for non-fulfilment of the present concession contract, under the terms of the present clause, gives rise to a duty to compensate, on the part of the concessionaire, and the compensation shall be calculated in accordance with the general terms of the Law.

EIGHT—The unilateral rescission for non-fulfilment of the present concession contract entails the immediate and gratuitous reversion of its casinos to the grantee, as well as the equipment and utensils pertaining to the games even if located elsewhere.

Clause Eighty One Termination

ONE—The present concession contract terminates on the date of the final term of the concession foreseen in clause Eight and the contractual relationship between the Parties shall end, without prejudice of the clauses of the present concession contract that shall continue beyond the end of the concession.

TWO—When there is a termination in accordance with the terms of the previous paragraph, the concessionaire shall be fully responsible for the cessation of the effects of any contract of which it is part, and the grantee shall not assume any

responsibility in that matter.

CHAPTER XX
Revisions and alterations to the contract

Clause Eighty Two
Revisions to the concession contract

ONE—The present concession contract may be revised after negotiations between the Government and the concessionaire, in accordance with the terms of the law.

TWO—The revision of the present concession contract, as well as any addenda to the same, observes the formalities foreseen in article 91 of Administrative Rule number 26/2001.

32

CHAPTER XXI
Pre-contentious phase

Clause Eight Three
Consultations in pre-contentious phase

ONE—The Parties shall effect consultations whenever there is a question or difference of opinion between them as to validity, application, execution, interpretation or integration of rules by which the present concession contract is governed.

TWO—The questions that arise do not exonerate the concessionaire from the timely and total fulfilment of the conditions of the present concession contract and the determinations of the Government that, within its scope, are issued, neither does it permit any interruption of the carrying out of any aspect of its activity, that shall continue to take place under the conditions established at the time the question is submitted.

THREE—The provisions of the previous paragraph relating to the compliance with Government determinations by the concessionaire is applicable also to successive determinations on the same matter, even if issued after the date of the beginning of consultations, as long as the first of these successive determinations was communicated to the concessionaire prior to that date.

CHAPTER XXII
Final provisions

Clause Eighty Four
Obtaining licenses, permits or authorizations

ONE—The present concession contract does not exempt the concessionaire from petitioning, paying costs for and/or make the effort to obtain all the licences or authorizations necessary to carry out any aspect of its activity or fulfilling the obligations foreseen in the present concession contract, as well as observing and fulfilling all the requisites necessary for obtaining and maintaining them valid.

TWO—The concessionaire must immediately inform the Government should any licences or authorizations referred to in the previous paragraph be withdrawn, terminated, suspended or revoked for any reason, or its effect ceased to be operative, indicating at the same time the measures it has taken or will take in order to recover or reactivate such licences, or authorizations.

THREE—No clause of the present concession contract may be considered as a replacement to the need to obtain any license, or authorization legally or contractually foreseen.

Clause Eighty Five
Rights to industrial and intellectual property

ONE—The concessionaire shall respect, in the course of its activity, the rights to industrial and intellectual property, in accordance with the terms in force in the Macau Special Administrative Region, and the effects that may result from the violation of these rights shall be of the exclusive responsibility of the concessionaire.

TWO—The licenses or authorizations granted to the concessionaire, namely those relating to compliance with the Investment Plan attached to the present concession contract, presuppose that all rights of industrial and intellectual property have been respected by the concessionaire.

THREE—The concessionaire shall gratuitously cede to the grantee all its studies, projects, plans, blueprints, documents and other materials, of whatever nature that may prove useful to the functions attributed to the latter, under the terms of the present concession contract, or for the exercise of the rights to which it is entitled under the terms of the same.

33

FOUR—In answer to the grantee's request, the concessionaire shall prepare any type of document or declaration, to confirm or register the rights referred to in the previous paragraph.

FIVE—Should the concessionaire not solve any dispute existing with third parties in relation to eventual violations of the rights of industrial or intellectual property attributed or to be attributed to the grantee under the terms of the present clause, the grantee may always act in their defence for which the concessionaire shall give all the assistance that may be required.

Clause Eighty Six
Notifications, communications, notices, authorizations and approvals

ONE—the notifications, communications, notices, authorizations and approvals referred to in the present concession contract, unless otherwise determined, will be made in writing and be forwarded:

- 1) by hand, as long as covered by register;**
- 2) by telefax, as long as covered by transmission receipt;**
- 3) by mail, registered and with receipt notice.**

TWO—Authorizations to be granted by the Government must always be in advance, and may establish conditions.

THREE—The lack of answer to a request for authorization and approval, or any other solicitation, expressed by the concessionaire, has the effect of refusal.

FOUR—For the purposes of the present concession contract, the following addresses and telefax numbers shall be considered as the permanent addresses the Parties:

**Government of the Macau Special Administrative Region:
Direcção de Inspeção e Coordenação de Jogos
Avenida da Praia Grande, numbers 762-804, "China Plaza" building, 21st floor, Macau
Fax: 370296**

**Concessionaire: Wynn Resorts (Macau), S.A.,
Head Office: Avenida da Amizade, number 918,
"World Trade Centre" building, 8th floor, "C", Macau.
Fax: 336057**

FIVE—The Parties may alter the addresses and telefax reception numbers indicated in the previous number by means of advance communication addressed to the other Party.

Clause Eighty Seven
Prohibition of practices restrictive of competition

ONE—The concessionaire shall carry out its activities in loyal and healthy competition, respecting the principles applying to a market economy.

TWO—The concessionaire undertakes not to enter into agreements or combined deals, in whatever form, together with other concessionaires, sub-concessionaires or management companies of concessionaires that operate in the Macau Special Administrative Region, or with companies belonging to the respective groups, that are liable to impede, restrict or distort competition.

THREE—The concessionaire undertakes not to exploit abusively a dominant position in the market, or a substantial part of it that could impede, restrict or distort competition.

34

**Clause Eighty Eight
Games Promoters**

For the Government, the concessionaire is responsible for the activity exercised in the casinos and other gaming areas by its registered games promoters, as well as its directors and collaborators and should therefore supervise their activity.

**Clause Eighty Nine
Promotion of the concessionaire's business**

ONE—The concessionaire shall promote, within the Macau Special Administrative Region and abroad, advertising and marketing campaigns for its business, namely its casinos.

TWO—The Government and the concessionaire shall combine their events and advertising and marketing campaigns with the events and campaigns aimed at promoting Macau abroad.

THREE—The concessionaire shall not allow, without the authorization of the Government, the use of images or long written references about its casinos and other premises and annexes allocated to the operation of the concession, in sites and *internet* pages, or any other place that aims at promoting interactive games.

**Clause Ninety
Elements integrated in the concession contract**

The tender for adjudication entered by the concessionaire as an entrant for the first public tender for the attribution of three concessions for the operation of games of chance or other games in casinos, is considered to be integrated in the present concession contract for all purposes that are not explicitly or implicitly contrary to it.

**Clause Ninety One
Chips to be used in the operation of the concession**

ONE—The concessionaire shall comply with the instructions of the Government as to the issue and circulation of chips, independent of their type or nature.

TWO—Notwithstanding the possibility for the Government to determine the maximum amount of chips to be put into circulation, the quantity chips to be put into circulation is not subject to the consent of the Government.

THREE—The concessionaire has the obligation to guarantee the reimbursement, in cash or through cheque or equivalent credit document, of the chips that have been put into circulation.

FOUR—The concessionaire shall maintain a ratio of solvency, and constitute provisions and other rules of prudence to be indicated at each moment by the Government as to the total number of chips to be placed in circulation, in cash or through high level liquidity bonds in order to ensure the immediate payment of same.

Clause Ninety Two

Confidentiality

ONE—The documents produced by the Government or by the concessionaire, in keeping with the conditions of law or the present concession contract, have a confidential character, and can only be made available to third parties with the authorization of the other Party.

35

TWO—The Government and the concessionaire take all the necessary steps to ensure that, respectively, the workers of the Public Administration of the Macau Special Administrative Region, and the workers of the concessionaire are bound by the duty of secrecy.

THREE—The Government and the concessionaire undertake to enforce the duty of secrecy on other persons who have had or who might have access to confidential documents, namely through consulting, services and other contracts.

Clause Ninety Three Claims register

ONE—The concessionaire shall keep and maintain at the disposal of visitors of the casinos and other gaming areas, a claims register, specific for claims related to the operation of games of chance or other games in casinos.

TWO—The concessionaire shall affix in the casinos and other gaming areas, in a visible manner, a notice indicating the existence of a claims register.

THREE—The concessionaire undertakes to remit to the Government, within 48 hours, copy of the claims registered in the claims register, together with the concessionaire's report about the same.

CHAPTER XXIII Transitory dispositions

Clause Ninety Four Professional Training Plan

ONE—The concessionaire shall prepare plans regarding professional training for employees who come to occupy positions in the activities integrated in the concession, within a time limit established by the Government.

TWO—The concessionaire shall submit to the Government, within the time limit established, any other documents or additional information relative to the plans referred to in the previous paragraph.

Clause Ninety Five Appointed Executive-Director

ONE- The Government shall inform the concessionaire, within fifteen days from the signing of the present concession contract whether it authorizes that the person indicated in Attachment I of the Administration Rule number 26/2001, submitted by the concessionaire as bidder for the first public tender for the awarding of three concessions for the operation of games of chance or other games in casinos, to be the Executive Director for the concessionaire.

TWO—The provisions of numbers ONE and TWO of clause Twenty One are applicable to the first delegation of management by the concessionaire on an Executive Director after the awarding of the present concession contract.

Clause Ninety Six Bank accounts

The concessionaire shall submit to the Government within seven days from the signing of the present concession contract, a document stating all its bank accounts and respective balances.

36

Clause Ninety Seven
Declaration relating to the duty to cooperate

The concessionaire shall endeavour to obtain and submit to the Government, within fifteen days from the signing of the present concession contract, a declaration subscribed by each of its shareholders holding 5% or more of its capital stock, its directors and main employees with relevant positions in the casino, as well as its dominant partners, including the ultimate dominant partner, by which they accept to be subject to a special duty to cooperate with the Government and to produce any documents and supply whatever information, data, authorizations or proof that may be requested for that purpose.

Clause Ninety Eight
Fixed part and variable part of the premium

ONE—The payment of the fixed part of the yearly premium foreseen in clause 47, in the respective proportion, is due only from the 26th day of June of the year two thousand and five, except if, before that date, the concessionaire begins the operation of a casino or gaming area in the Resort—Hotel—Casino complex, foreseen in the Investment Plan annex to the present concession contract, in which case payment becomes due at once.

TWO—The payment of the variable part of the yearly premium foreseen in clause 47 is only due from the date of starting of operation of the games of chance or other games in casinos, whether the starting of operations takes place in temporary installations or in the Resort-Hotel-Casino above mentioned. For the purpose of calculation of the variable part of the premium the concessionaire shall submit to the Government, up to ten days prior to the opening of its first casino or gaming area, whether it be in temporary installations or in the complex referred in the previous number, a list with the number of gaming tables and electric or mechanic machine, including "*slot machines*", that it intends to operate in that year, as well as their respective location.

THREE—In case the concessionaire opens its first casino or gaming area in temporary installations, the amount of the variable portion of the premium cannot be less than the amount that would result from the permanent operation of 20 (twenty) gaming tables reserved for particular games and players, namely operated in gaming rooms or special areas, and 20 (twenty) gaming tables non-reserved for particular games and players, until the beginning of operation of a casino or gaming area in the resort complex referred in number ONE.

FOUR—The amounts relative to the variable part of the yearly premium referred in number FIVE of clause 47 will be subject to revision by the Parties as from the third year of the awarding of the present concession contract.

Clause Ninety nine
Approval of the articles of association and shareholders agreements

The Government shall notify the concessionaire, within sixty days of the signing of the present concession contract, as to whether it approves its articles of association as well as its shareholders agreements.

Clause One Hundred
Mandates or Power of Attorney

The concessionaire shall inform the Government within fifteen days from the signing of the present concession contract, of each and every mandate or power of attorney existing on the date of the awarding of the present concession contract, verifying, based on a stable relationship, the powers inherent to the board of directors to conduct business relating to the operation of the company in the name of the concessionaire, with the exception of the powers for carrying out everyday current

business, namely at public offices or services, for the purpose of authorization, or to submit, within the same timing, a declaration of non-existence of same.

Clause One Hundred and One
Actual participation in the operation of games of chance or other games in
casinos under other jurisdictions

The concessionaire shall inform the Government within fifteen days from the signing of the present concession contract, of the actual participation of any one of its administrators, of the dominant partner, including the ultimate dominant partner or any holder of capital share when corresponding, directly or indirectly, to an amount of 10% or more of its capital stock, in the operation of games of chance or other games in casinos, even if only through a management contract, in any other jurisdiction.

Clause One Hundred and Two
Composition of the governing bodies of the concessionaire

The concessionaire shall inform the Government within seven days from the signing of the present concession contract as to the composition, at the time of awarding of the present concession contract, of the board of directors, the annual general meeting, the audit board and other governing bodies of the concessionaire.

Clause One Hundred and Three
Structure of shareholders and capital stock

ONE—The concessionaire shall submit to the Government, within seven days from the signing of the present concession contract, the shareholder structure of the concessionaire on the date of the awarding of the present concession contract.

TWO—The concessionaire shall submit to the Government, within seven days from the signing of the present concession contract, the structure of the capital stock of corporate bodies, *maxime* companies, holding 5% or more of the capital stock of the concessionaire, as well as the structure of the capital stock of corporate bodies that hold 5% or more of the capital stock of same, and so on up to the individual or corporate bodies who are ultimate partners, on the date of the awarding of the present concession contract.

THREE—The concessionaire shall submit to the Government, within fifteen days from the signing of the present concession contract, the declarations referred to in number TWO of clause Nineteen, relative to the year two thousand and two.

Clause One Hundred and Four
Limit to the number of concessions

ONE—The grantee shall not award, until the first of April of the year two thousand and nine, concessions for the operation of games of chance or other games in casinos, so that, at any given time, there are not more than three, as per provisions of the law.

TWO—Should the grantee, after the date referred to in the previous paragraph, award new concessions for the operation of games of chance or other games in casinos, the conditions of which are, in global terms, more favourable than those foreseen in the present concession contract, the Government shall extend them to the concessionaire by altering the present concession contract.

38

Clause One Hundred and Five
Revision of the percentage of contributions

The percentages of the contributions referred to in clauses Forty Eight and Forty Nine shall be the object of revision by the Parties during the year two thousand and ten.

Clause One Hundred and Six
Effective Date

th

The present concession contract, written in both official languages, will come into effect as from 27 day of June of year 2002.

Thus it was granted

The Stamp Duty due, as per articles 17 and 24 of Stamp Duty Regulation, on the amount of MOP 115, 00 (one hundred and fifty patacas) and the Notary Fees Due, as per article 4 number 1 and 2 of the Notary Regulation, on the amount of MOP 708.600,00 (seven hundred and eighth thousand six hundred patacas) were paid by the Second Party and the proof of payment was filed.

All the documents mentioned in the concession contract are filed with the Notary Division of the Macau Finance Department under number 17039.

This deed has been read to the parties and its contents were explained out loud to all those present, and the representative of the second party had access to a translation into the English language as he does not understand either of the official languages.

/s/ HO HAU WAH

/s/ STEPHEN A. WYNN

/s/ ILLEGIBLE

Notary

39

ANNEX TO THE CONCESSION CONTRACT INVESTMENT PLAN

Without prejudice of the provisions of Clause thirty nine of the present concession contract, the concessionaire must build:

- A Resort-Hotel-Casino that must be concluded and open to the public on December 2006.
- Total Investment—4,000,000,000.00 (four thousand million patacas), which must be expended within 7 years upon the signing of this concession contract.

40

AMERICAN EMBASSY LISBON

*Av. Das Forças Armadas
1600-081 Lisboa, Portugal
Tel: 21 -770 -2499
Fax: 21- 727-2354*

Republic of Portugal)
Providence of Estremadura)
City of Lisbon)
Embassy of the United States)

Of America)

I, Victoria Perestrello, being duly sworn, do hereby declare that I am thoroughly acquainted with the Portuguese and English languages, that I am accustomed to make translations in these languages, and that the annexed translation(s) was (were) made by me and it is a (are) true and correct translation(s).

This document consists of 166 pages, each initialed by the translator.

/s/ VICTORIA PERESTRELLO
.....

Subscribed and sworn to before me this 29th day of July 2002.

/s/ DANIEL BAZAN
.....
Daniel Bazan
Consul

QuickLinks

Exhibit 10.24

CONCESSION CONTRACT
ANNEX TO THE CONCESSION CONTRACT INVESTMENT PLAN

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

WYNN RESORTS LIMITED	.	
	.	
Plaintiff	.	CASE NO. A-656710
	.	
vs.	.	
	.	
KAZUO OKADA, et al.	.	DEPT. NO. XI
	.	
Defendants	.	Transcript of
	.	Proceedings
.	

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON MOTIONS

TUESDAY, MAY 3, 2016

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

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

APPEARANCES:

FOR THE PLAINTIFF:

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

ALSO PRESENT:

MR. GARETH EVANS
FTI

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
ROBERT J. CASSITY, ESQ.
DONALD JUDE CAMPBELL, ESQ.
COLBY J. WILLIAMS, ESQ.
WILLIAM R. URGAS, ESQ.
MICHAEL T. ZELLER, ESQ.
JOHN KEKER, ESQ.

1 LAS VEGAS, NEVADA, TUESDAY, MAY 3, 2016, 8:02 A.M.

2 (Court was called to order)

3 THE COURT: Is there something you guys want to
4 say, or can I start? The reason I ask is you're standing
5 around like something needs to be said.

6 MR. PEEK: I just got here, Your Honor.

7 THE COURT: Okay. Well, can we go in the order I
8 want to go?

9 MR. PEEK: I'm just asking -- yes, you can, Your
10 Honor. I just have a deposition at 9:00 o'clock in another
11 matter with Mr. Bice. But if we can get out of here by 9:00,
12 I'm fine. I don't care.

13 THE COURT: You guys have 30 minutes between all of
14 you, and it's 8:31 [sic].

15 MR. PEEK: I was told we had 10, 10, and 10 -- 40.

16 THE COURT: That's correct.

17 MR. PEEK: Ten, ten, ten, ten.

18 THE COURT: No. Ten, ten, ten.

19 MR. PEEK: Okay.

20 THE COURT: There's only 30 minutes to be divided,
21 so --

22 MR. PEEK: Okay. Well --

23 THE COURT: I would like to start on the motion to
24 disqualify.

25 MR. ZELLER: Yes, Your Honor. Mike Zeller for

1 Elaine Wynn. I don't know if the Court has any questions, to
2 start off with.

3 THE COURT: I have no questions. Thank you.

4 MR. ZELLER: Well, I'm sure that the Court's read
5 the papers. I think this is a very straightforward instance
6 under Todd, which shows that even preliminary consultations
7 can form the attorney-client privilege. It's implied by law.
8 All three elements are met here. The only way that they try
9 and distinguish that case is saying, well, it's not a
10 disqualification case. But, number one, that's irrelevant.
11 It still has the basis for the attorney-client relationship.
12 And, number two, the cases it cites, the Mays case in fact is
13 a disqualification case. And I'll just reserve the rest to
14 respond.

15 THE COURT: Great. Thanks.

16 MR. ZELLER: Thank you.

17 MR. KEKER: Good morning, Your Honor. I'm John
18 Keker here to represent Mr. Wynn and defend myself.

19 I was not Mrs. Wynn's lawyer, and that prong of this
20 argument should go out. She was exploring getting new
21 counsel. I wasn't sure I wanted to be in. She certainly
22 wasn't sure that she wanted me. The first thing that happened
23 of substance between us was that we told that we had a
24 conflict because of Mr. Hagenbuch, a director. The Todd case
25 which they rely on is completely inapposite in this -- to the

1 facts here. In the Todd case, of course, the inmate sat down
2 with a lawyer, was asked to give his version of the crucial
3 events, spent five pages writing them up, turned them over to
4 lawyer, expecting to get advice and so on. Nothing like that
5 happened here.

6 Quinn Emanuel consistently misrepresents the
7 standard, which is different if there's an attorney-client
8 relationship from the past, and it's different if the issue is
9 one of prospective client talking to a lawyer. If the
10 attorney-client relationship exists, then confidential
11 information is assumed to have been passed. If it's a
12 prospective client situation, the test becomes -- and the
13 burden is on the moving party to show it -- the test becomes
14 whether or not confidential information was imparted that
15 would have -- that would significantly harm the prospective
16 client in this matter.

17 And she did that in her moving papers. She said she
18 had done that. It turns out that her recollection about that
19 is completely false. It's false in substance about what was
20 discussed, it's false in terms of the length of the
21 conversation, it is shown to be false by the email that she
22 sent after this very brief first conversation where I said,
23 please send pleadings so we could run a conflict check. She
24 sent a very gross overview in an email of the case, saying who
25 had sued whom. But it was the farthest thing from

1 confidentially information that would significantly harm her
2 in the case.

3 Thereafter we talked to her. There was no initial
4 in-depth discussion. The -- after we talked to her, after our
5 -- we told her about Hagenbuch, Mr. Hagenbuch. She talked
6 about Mr. Hagenbuch being a friend. From the notes you can
7 see she talked about a friend at Sun Valley, they have
8 houses --

9 MR. ZELLER: Your Honor, I object to --

10 THE COURT: Sustained.

11 MR. ZELLER: -- getting into the substance.

12 THE COURT: Anything else, Counsel, you want to tell
13 me?

14 MR. KEKER: Yes, ma'am. I guess one of the things I
15 wanted to raise -- I mean, they keep -- they filed another
16 affidavit that changed Ms. Wynn's story completely. Now she
17 says something different happened. But the point is why in
18 the world would I run a conflict check and then not tell her
19 about the results of the conflict check. It makes no sense.
20 The notes show what happened. That is what happened.

21 I wanted to say two things about prejudice. When
22 the Quinn Emanuel firm came into this case Mr. Campbell, whom
23 I've known for 30 years, decided it was time to get some
24 lawyers who had worked against the Quinn Emanuel firm and knew
25 something about the way they litigate. That's why we came in.

1 And Mr. Wynn thought that was a good idea, too. It would be
2 prejudicial for us to be disqualified. For that reason -- and
3 a second reason, this give an inch, take a mile attitude will
4 lead to -- if we're disqualified, there'll be arguments about
5 our association with Campbell, with Colby Williams, Mr.
6 Pisanelli. They'll start trying to make something of that,
7 too. So on both levels there is considerable prejudice if you
8 grant this motion, and we ask you not to.

9 THE COURT: Thank you.

10 Anything else?

11 MR. ZELLER: Just briefly, Your Honor. First of
12 all, there's no mile or inch issue here. We know that the
13 other attorneys in this case are smart enough not to have
14 looked at the privileged materials. They've already said
15 that. They knew that, of course, from the letters that we
16 already sent to Mr. Keker before that. So this kind of parade
17 of horrors is just simply nonexistent here.

18 The other thing I would note, Your Honor, is that it
19 was not up to Mr. Keker to decide what was privileged and what
20 wasn't. That's the Court's decision. And we think that this
21 idea here that there was nothing in depth or so on is
22 completely irrelevant. Todd says preliminary consultations
23 are sufficient. And in fact in Todd all the attorney did in
24 response was said, I'll take a look at it.

25 There was more than that here. There was no

1 question that this was an attorney-client relationship, and,
2 accordingly, Rule 1.9 applies. And it requires
3 disqualification here. Thank you.

4 THE COURT: Thank you.

5 The motion is granted. Here while no attorney-
6 client relationship had been established, there was
7 confidential information provided by Ms. Wynn in connection
8 with her attempts to find additional counsel, including
9 settlement discussions. For that reason the motion is
10 granted, and the Keker firm is disqualified.

11 Anything else on this issue?

12 All right. I want to go to Mr. Peek's status report
13 on the predictive coding issues.

14 And this is part of your time, Mr. Peek.

15 MR. PEEK: Pardon?

16 THE COURT: This is part of your time.

17 MR. PEEK: Understood. It is what it is, Your
18 Honor.

19 Very briefly, Your Honor, I think the supplement
20 really lays it out. It was clear from the letter that they
21 sent to us that their essential claim of reaching the
22 80 percent of recall is inaccurate, as we know that they
23 overinflated validations sent, and we know that recall is the
24 most important measure of the performance of predictive
25 coding. It is the percentage of relevant documents in the

1 document population that are successfully identified,
2 successfully identified as such by the predictive coding
3 process. The recall is inaccurate because they deliberately
4 overmarked documents in the validation set as responsive.

5 They used an inaccurate answer key, as Ms. Fetgatter
6 told us last time, to grade the predictive coding process.
7 Additional consequences of that, which are described in our
8 expert's declaration is that their validation set was
9 insufficiently sized and the recall is very likely invalid.

10 We don't really know what the errors are in the Wynn
11 parties' validation set, because they refuse to provide even a
12 portion of their validation set. So we ask again, Your Honor,
13 that the Court order the Wynn parties to provide a
14 statistically significant random sample of the nonprivileged
15 documents in their validation set. That is not too much of an
16 ask, just a random sampling of the nonprivileged documents.
17 We're not asking for privileged, we're not looking for
18 privileged. We just want to do a random sample.

19 THE COURT: So what are the 7,450 documents that
20 you're requesting to review?

21 MR. PEEK: That would be the random.

22 THE COURT: Just a random selection of --

23 MR. PEEK: Random. But we don't want them to give
24 us any privileged documents. They can pull those. If they
25 during the course of their random sampling, Your Honor, come

1 across a privileged document, pull that and replace it.

2 THE COURT: So you want them to pull 7,450 documents
3 randomly from the validation set. If there's a privileged
4 document, omit the privileged document and replace it with a
5 different document.

6 MR. PEEK: Correct, Your Honor.

7 THE COURT: Okay. Who's up?

8 MS. SPINELLI: Your Honor, Mr. Evans, if he may
9 speak on this aspect of it.

10 THE COURT: Sure.

11 MR. EVANS: Thank you very much, Your Honor.

12 The irony should not be lost on this Court that
13 three weeks ago in their papers and a week ago in the hearing
14 they were claiming that our predictive coding process was too
15 narrow. Now here today they are claiming it is too broad.
16 They are not entitled to these 7,424 or so irrelevant
17 documents. First, the argument that we did not hit 80 percent
18 recall, it makes no sense, and it's flat out wrong. By using
19 a broad standard of relevance and responsiveness all along
20 until the final review we simply ended up with a larger pool
21 of documents. That we achieved 80 percent recall at the
22 broader standard simply makes sure that we at least met that
23 recall level at the narrower standard.

24 And the analogy that they make in Footnote 10 of
25 their supplemental brief I think is actually very helpful

1 here. There they talked about this is a situation of you have
2 blue balls and yellow balls and by choosing both the blue
3 balls --

4 THE COURT: They called them widgets.

5 MR. EVANS: Sorry?

6 THE COURT: They called them widgets in the
7 footnote.

8 MR. EVANS: Widgets. Okay. Blue widgets and yellow
9 widgets. That by including the blue and the yellow all along
10 and in the recall -- or, I'm sorry, in the validation set that
11 we had coded yellow balls, which are irrelevant, and it had
12 skewed the process.

13 Actually, that shows what we did not do. We were
14 very, very careful to -- you know, what we weren't doing was
15 including completely irrelevant documents, the yellow widgets,
16 along with relevant documents, being the blue widgets.
17 Rather, we're erring on the side of caution. And when there
18 were close calls we were telling our reviewers to code them as
19 relevant and responsive.

20 And the better analogy is let's say you're looking
21 for a dark shade -- dark-blue widgets, all right, and we're
22 telling our reviewers, if you see a blue widget no matter what
23 shade it is, then code it as relevant and responsive for the
24 training process and also in the validation process. And so
25 we end up with this larger set of blue documents which are the

1 close calls, and the Pisanelli firm, in doing the final second
2 pass and further pass reviews, made the final call on the
3 close calls. They haven't presented any evidence that we've
4 missed any relevant documents or relevant categories of
5 documents. And what they've been doing essentially is they're
6 throwing out argument after argument, and they're frivolous
7 argument after frivolous argument like grenades over the wall
8 to see what happens. They started off by saying, oh, well,
9 there is a -- there aren't as many documents in the production
10 as we expected and therefore --

11 THE COURT: Not as we expected, as you expected.

12 MR. EVANS: Yeah. Well, no. Because what we were
13 talking about there with those numbers was a very early
14 estimate of richness. That was early in the process. And
15 we're dealing with a set of documents that has such low
16 richness, 1 percent --

17 THE COURT: You have two minutes left for everybody
18 on your team on all the motions today.

19 MR. EVANS: All right. Thank you, Your Honor.

20 THE COURT: All right. Anything else?

21 MR. PEEK: I have nothing further, Your Honor.

22 THE COURT: All right. We have two options, and I'm
23 going to let you consult to determine which option you want to
24 follow. One, you can hire an independent forensic individual
25 to assist you with the analysis who will review the entire

IN THE SUPREME COURT OF THE STATE OF NEVADA

WYNN RESORTS LIMITED,

Petitioners,

vs.

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

Respondent,

and

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

Real Parties in Interest.

Case No.

Electronically Filed
Nov 20 2017 10:36 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPENDIX TO PETITION FOR
WRIT OF MANDAMUS OR
ALTERNATIVELY PROHIBITION**

VOLUME XII OF XLIII

DATED this 20th day of November, 2017.

PISANELLI BICE PLLC

By: /s/ Debra L. Spinelli

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

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

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

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Attorneys for Petitioner Wynn Resorts, Limited

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

INDEX			
DOCUMENT	DATE	VOL.	PAGE
Defendants' First Request for Production of Documents to Wynn Resorts, Limited	01/13/2013	I	00001 - 00036
Wynn Resorts, Limited's Responses and Objections to Defendants' First Request for Production of Documents	03/19/2013	I	00037 - 00134
The Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts, Limited	04/28/2015	I	00135 - 00161
Appendix of Exhibits Referenced in the Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts, Limited	04/28/2015	I-IV	00162 - 00924
Wynn Resorts, Limited's Opposition to the Okada Parties' Motion to Compel Supplemental Responses to their Second and Third Sets of Requests for Production	05/19/2015	IV-VII	00925 - 01669
The Aruze Parties' Reply in Support of their Motion to Compel	05/28/2015	VII	01670 - 01691
Appendix of Exhibits Referenced in the Aruze Parties' Reply in Support of Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts, Limited	05/28/2015	VII	01692 - 01732
Hearing Transcript	06/04/2015	VII-VIII	01733 - 01820
Order Granting the Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts, Limited	06/22/2015	VIII	01821 - 01826
Notice of Entry of Order Granting the Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts, Limited	06/24/2015	VIII	01827 - 01837

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Wynn Parties' Motion for Relief from Order Granting the Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts	12/08/2015	VIII	01838 - 01976
The Aruze Parties' Opposition to Wynn Parties' Motion for Relief from Order Granting the Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts	12/21/2015	VIII-IX	01977 - 02021
Order Granting in Part and Denying in Part Wynn Parties' Motion for Relief from Order Granting the Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts	01/16/2016	IX	02022 - 02023
Order Granting in Part and Denying in Part Wynn Parties' Motion for Relief from Order Granting the Aruze Parties' Motion to Compel Supplemental Responses to their Second and Third Set of Requests for Production of Documents to Wynn Resorts	02/23/2016	IX	02024 - 02027
Aruze Parties' Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents, and Motion for Sanctions and Attorney's Fees; Ex Parte Application for Order Shortening Time	04/20/2016	IX-XI	02028 - 02650
Wynn Resorts, Limited's Opposition to the Aruze Parties' Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents, and Motion for Sanctions and Attorney's Fees	05/02/2016	XI	02651 - 02670
Appendix to Wynn Resorts, Limited's Opposition to the Aruze Parties' Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents, and Motion for Sanctions and Attorney's Fees	05/02/2016	XI-XII	02671 - 02988
Hearing Transcript	05/03/2016	XII-XIII	02989 - 03040
Hearing Transcript	05/05/2016	XIII	03041 - 03075
Macau-Related Redactions Spreadsheet	05/13/2016	XIII	03076 - 03108
Notice of Submission of Materials for <i>In Camera</i> Review	05/13/2016	XIII	03109 - 03112
Macau Law Privilege and MPDPA Claims Spreadsheet	05/16/2016	XIII	03113 - 03146

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

The Aruze Parties' Status Report Regarding the May 26, 2016 Hearing	05/25/2016	XIII	03147 - 03178
Hearing Transcript	05/26/2016	XIII	03179 - 03211
Notice of Submission of Materials for <i>In Camera</i> Review Regarding (1) Macau Personal Data Privacy Act; and (2) Macau Law Protections Related to Concessionaires	06/03/2016	XIII-XIV	03212 - 03263
Second Notice of Submission of Materials for <i>In Camera</i> Review Regarding (1) Macau Personal Data Privacy Act; and (2) Macau Law Protections Related to Concessionaires	06/10/2016	XIV	03264 - 03345
Hearing Transcript	06/17/2016	XIV	03346 - 03372
Telephone Conference Transcript	07/07/2016	XIV	03373 - 03385
Joint Status Report to the Court on Issue of MPDPA Waiver	08/05/2016	XIV	03386 - 03390
Wynn Resorts, Limited's Supplemental Brief Related to the Macau Personal Data Privacy Act	08/19/2016	XIV-XV	03391 - 03576
Stipulation and Order Regarding Defendants' Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents and Motion for Sanctions and Attorney's Fees	08/22/2016	XV	03577 - 03580
Aruze Parties' Reply in Support of Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents	08/26/2016	XV	03581 - 03596
Appendix of Exhibits to Aruze Parties' Reply in Support of Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents	08/26/2016	XV	03597 - 03747
Hearing Transcript	09/02/2016	XV-XVI	03748 - 03869
Order Granting in Part Defendants' Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents, and Motion for Sanctions and Attorney's Fees	11/01/2016	XVI	03870 - 03876
Notice of Entry of Order Granting in Part Defendants' Motion to Compel Production of Wynn Resorts, Limited's Improperly Redacted Documents, and Motion for Sanctions and Attorney's Fees	12/21/2016	XVI	03877 - 03887
Defendants' Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Defendants' Motion to Compel	04/04/2017	XVI	03888 - 03917

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Appendix to Defendants' Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Defendants' Motion to Compel	04/04/2017	XLII - XLIII	10289 - 10615
Opposition to the Okada Parties' Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Defendants' Motion to Compel; and Countermotion for Discovery	04/14/2017	XVI	03918 - 03945
Appendix to Opposition to the Okada Parties' Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Defendants' Motion to Compel; and Countermotion for Discovery	04/14/2017	XVI- XVII	03946 - 04204
Defendants' Reply in Support of their Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Defendants' Motion to Compel and Opposition to WRL's Countermotion for Discovery	04/25/2017	XVII	04205 - 04217
Hearing Transcript	05/01/2017	XVII	04218 - 04250
Defendants' Motion to Compel Wynn Resorts, Limited to Produce Documents and Information Responsive to Discovery Requests Related to Defendants' Motion for Sanctions	06/12/2017	XVIII	04251 - 04344
Order Granting in Part the Aruze Parties' Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Defendants' Motion to Compel and Granting in Part Wynn Resorts, Limited's Countermotion for Discovery and Evidentiary Hearing	06/14/2017	XVIII	04345 - 04348
Notice of Entry of Order Granting in Part the Aruze Parties' Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Defendants' Motion to Compel and Granting in Part Wynn Resorts, Limited's Countermotion for Discovery and Evidentiary Hearing	06/22/2017	XVIII	04349 - 04356
Wynn Resorts, Limited's Opposition to the Okada Parties' Motion to Compel and Countermotion to Compel (1) Responses to Requests for Production, (2) Answers to Interrogatories, (3) Answers to Deposition Questions, and (4) Sanctions	06/22/2017	XVIII	04357 - 04377

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Appendix to Wynn Resorts, Limited's Opposition to the Okada Parties' Motion to Compel and Countermotion to Compel (1) Responses to Requests for Production, (2) Answers to Interrogatories, (3) Answers to Deposition Questions, and (4) Sanctions	06/22/2017	XVIII- IXX	04378 - 04672
Defendants' Motion to Compel Further Deposition of Wynn Resorts, Limited's NRCP 30(B)(6) Designee and Superseding Motion to Compel Wynn Resorts, Limited to Produce Documents and Information Responsive to Discovery Requests (Re Motion for Sanctions)	06/26/2017	IXX- XX	04673 - 04825
Wynn Resorts, Limited's Opposition to Okada Parties' Motion to Compel Further Deposition of Wynn Resorts, Limited's NRCP 30(B)(6) Designee and Superseding Motion to Compel Wynn Resorts, Limited to Produce Documents and Information Responsive to Discovery Requests (Re Motion for Sanctions)	06/30/2017	XX	04826 - 04836
Appendix to Wynn Resorts, Limited's Opposition to Okada Parties' Motion to Compel Further Deposition of Wynn Resorts, Limited's NRCP 30(B)(6) Designee and Superseding Motion to Compel Wynn Resorts, Limited to Produce Documents and Information Responsive to Discovery Requests (Re Motion for Sanctions)	06/30/2017	XX- XXI	04837 - 05112
Aruze Parties' Reply in Support of their Motion to Compel and Opposition to Wynn Resorts, Limited's Countermotion to Compel (Re Motion for Sanctions)	07/05/2017	XXI	05113 - 05134
Appendix of Exhibits to Aruze Parties' Reply in Support of their Motion to Compel and Opposition to Wynn Resorts, Limited's Countermotion to Compel (Re Motion for Sanctions)	07/05/2017	XXI- XXII	05135 - 05379
Order on Motion to Compel Further Deposition of Wynn Resorts, Limited's NRCP 30(B)(6) Designee and Superseding Motion to Compel Wynn Resorts, Limited to Produce Documents and Information Responsive to Discovery Requests (Re Motion for Sanctions)	07/05/2017	XXII	05380 - 05383
Notice of Entry of Order on Motion to Compel Further Deposition of Wynn Resorts, Limited's NRCP 30(B)(6) Designee and Superseding Motion to Compel Wynn Resorts, Limited to Produce Documents and Information Responsive to Discovery Requests (Re Motion for Sanctions)	07/05/2017	XXII	05384 - 05390
Evidentiary Hearing Transcript – Day One	07/26/2017	XXII- XXIII	05391 - 05544

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Evidentiary Hearing Transcript – Day Two	07/27/2017	XXIII	05545 - 05726
Evidentiary Hearing Transcript – Day Three	07/28/2017	XVIII-XXIV	05727 - 05880
The Wynn Parties’ Status Report Related to Continued Hearing on Motion for Sanctions (MPDPA/Macau Law)	08/11/2017	XXIV	05881 - 05886
Evidentiary Hearing Transcript – Day Four	08/21/2017	XXIV-XXV	05887 - 06119
Evidentiary Hearing Transcript – Day Five	08/23/2017	XXV-XXVI	06120 - 06285
Defendants’ Post-Hearing Brief in Support of Defendants’ Motion for Sanctions	09/29/2017	XXVI	06286 - 06311
Appendix of Exhibits Supporting the Aruze Parties’ Post-Hearing Brief in Support of Defendants’ Motion for Sanctions	09/29/2017	XXVI-XXXIX	06312 - 09536
Wynn Resorts’ Response to the Post-Hearing Brief in Support of the Okada Parties’ Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Okada Parties’ Motion to Compel	10/13/2017	XXXIX	09537 - 09568
Appendix to Wynn Resorts’ Response to the Post-Hearing Brief in Support of the Okada Parties’ Motion for Sanctions Against Wynn Resorts, Limited for Failure to Comply with Order Granting in Part Okada Parties’ Motion to Compel	10/13/2017	XXXIX-XL	09569 - 09975
Evidentiary Hearing Transcript – Day Six	10/16/2017	XL-XLI	09976 - 10106
Evidentiary Hearing Transcript – Day Seven	10/17/2017	XLI	10107 - 10219
Notice of Filing Mr. Kazuo Okada’s MPDPA Consent	10/19/2017	XLI	10220 - 10226
Defendants’ Errata Regarding Closing Argument in Support of Defendants’ Motion for Sanctions	10/20/2017	XLI	10227 - 10231
Defendants’ Post-Hearing Brief Regarding Exhibit 162 in Support of Defendants’ Motion for Sanctions	10/23/2017	XLI	10232 - 10246
Wynn Resorts, Limited’s Brief Regarding Issue Preclusion and Claim Preclusion Related to the Macau Action	10/23/2017	XLI	10247 - 10261
Findings of Fact and Conclusions of Law	10/31/2017	XLII	10262 - 10288

10101010 & 11111111
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

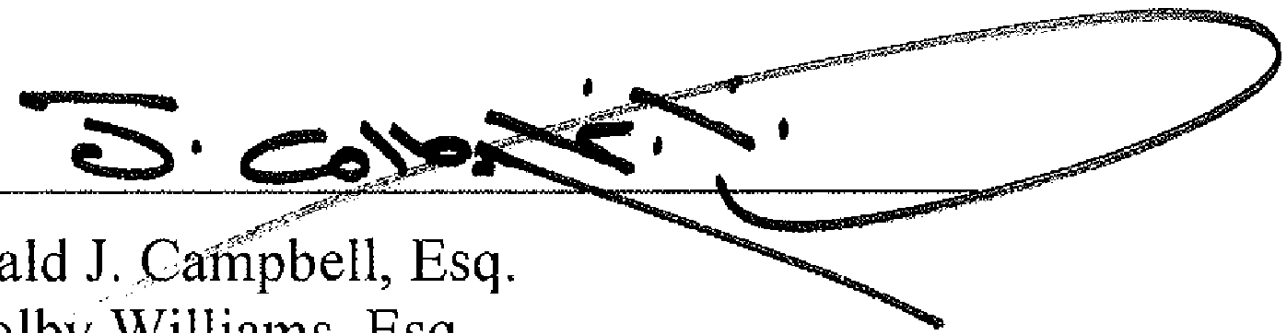
1 Approved as to form and content:

2
3 By: _____
4 James J. Pisanelli, Esq.
5 Todd L. Bice, Esq.
6 Debra L. Spinelli, Esq.
7 PISANELLI BICE PLLC
8 400 South 7th Street, Suite 300
9 Las Vegas, Nevada 89101

10 Paul K. Rowe, Esq. (*pro hac vice*)
11 Bradley R. Wilson, Esq. (*pro hac vice*)
12 Grant R. Mainland, Esq. (*pro hac vice*)
13 WACHTELL, LIPTON, ROSEN & KATZ
14 51 West 52nd Street
15 New York, NY 10019

16 Robert L. Shapiro, Esq. (*pro hac vice*)
17 GLASER WEIL FINK HOWARD AVCHEN &
18 SHAPIRO, LLP
19 10529 Constellation Blvd., 19th Floor
20 Los Angeles, California 90067

21 *Attorneys for Wynn Resorts, Limited, Linda*
22 *Chen, Russell Goldsmith, Ray R. Irani, Robert*
23 *J. Miller, John A. Moran, Mare De. Schorr,*
24 *Alvin V. Shoemaker, Kimmarie Sinatra, D.*
25 *Boone Wayson, and Allan Zeman*

26 By: 
27 Donald J. Campbell, Esq.
28 J. Colby Williams, Esq.
CAMPBELL & WILLIAMS
700 South Seventh Street
Las Vegas, Nevada 89109

Attorneys for Stephen A. Wynn

By: _____
William R. Urga, Esq.
Martin A. Little, Esq.
JOLLY URGAL WOODBURY & LITTLE
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, Nevada 89169

Ronald L. Olson, Esq. (*pro hac vice*)
Mark B. Helm, Esq. (*pro hac vice*)
Jeffrey Y. Wu, Esq. (*pro hac vice*)
MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue, 35th Floor
Los Angeles, California 90071-1560

Attorneys for Elaine P. Wynn

EXHIBIT 4

IN THE SUPREME COURT OF THE STATE OF NEVADA

WYNN RESORTS, LIMITED,
Petitioner,
vs.
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,
Respondents,
and
KAZUO OKADA; UNIVERSAL
ENTERTAINMENT CORPORATION;
AND ARUZE USA, INC.,
Real Parties in Interest.

No. 68439

FILED

NOV 12 2015

TRACEY R. LINDSEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DENYING PETITION

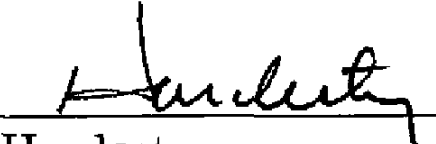
This original petition for a writ of prohibition or mandamus challenges a district court order granting a motion to compel discovery.¹


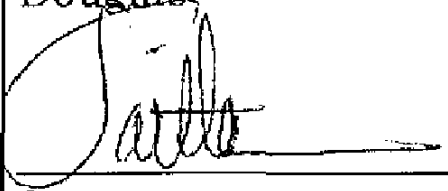
Having considered the petition, supporting documents, and the oral argument of counsel, we are not persuaded that petitioner has met its burden of demonstrating clear legal error in the district court's discovery determination thus warranting our interlocutory intervention at this time. NRS 34.160; NRS 34.320; *Int'l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008); *Smith v. Eighth Judicial Dist. Court*, 107 Nev. 674, 677, 818 P.2d 849, 851 (1991);

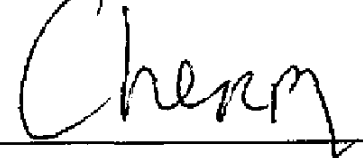
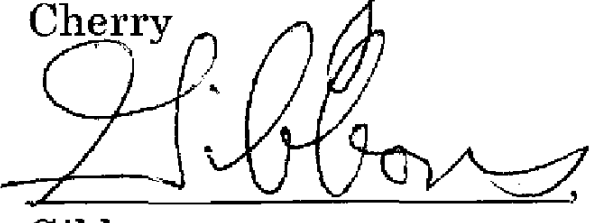
¹The Honorable James E. Wilson, Jr., District Judge in the First Judicial District Court, and the Honorable Steve L. Dobrescu, District Judge in the Seventh Judicial District Court, were designated by the Governor to sit in place of the Honorable Ron Parraguirre, Justice, and the Honorable Kristina Pickering, Justice, who voluntarily recused themselves from participation in the decision of this matter. Nev. Const. art. 6, § 4(2).

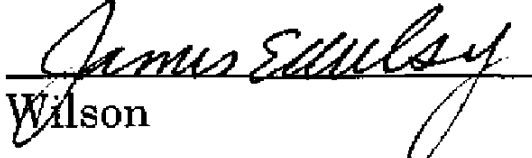
see *Club Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev., Adv. Op. 21, 276 P.3d 246, 249 (2012) (recognizing that “[d]iscovery matters are within the district court’s sound discretion, and [this court] will not disturb a district court’s ruling regarding discovery unless the court has clearly abused its discretion”). As petitioner has not demonstrated that the district court “clearly abused its discretion” in granting the motion to compel discovery, *Club Vista*, 128 Nev., Adv. Op. 21, 276 P.3d at 249; *Pan v. Eighth Judicial Dist. Court*, 120 Nev. 222, 225, 88 P.3d 840, 841 (2004), we


ORDER the petition DENIED.

 C.J.
Hardesty

 J.
Douglas
 J.
Saitta

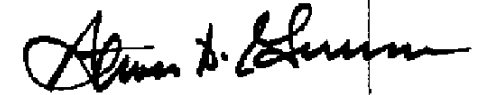
 J.
Cherry
 J.
Gibbons

 D.J.
Wilson

 D.J.
Dobrescu

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Wachtell, Lipton, Rosen & Katz
Pisanelli Bice, PLLC
Glaser Weil Fink Jacobs Howard Avchen & Shapiro,
LLC/Los Angeles
BuckleySandler LLP
Holland & Hart LLP/Las Vegas
Eighth District Court Clerk

EXHIBIT 5



CLERK OF THE COURT

1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4 WYNN RESORTS, LIMITED, a Nevada
5 corporation,

6 Plaintiff,

7 v.

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

10 Defendants.

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

**ORDER GRANTING
IN PART AND DENYING IN PART THE
WYNN PARTIES' MOTION FOR
RELIEF FROM ORDER GRANTING
THE ARUZE PARTIES' MOTION TO
COMPEL SUPPLEMENTAL
RESPONSES TO THEIR SECOND AND
THIRD SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
WYNN RESORTS**

Date of Hearing: December 22, 2015
Time of Hearing: 8:30 a.m.
Electronic Filing Case

11
12
13
14 **AND ALL RELATED CLAIMS.**

15 The Wynn Parties' Motion for Relief from Order Granting the Aruze Parties' Motion to
16 Compel Supplemental Responses to Their Second and Third Set of Requests for Production of
17 Documents to Wynn Resorts, filed on December 8, 2015 (the "Motion"), came before this Court
18 for hearing on December 22, 2015 at 8:30 a.m. (the "Hearing"). James J. Pisanelli, Esq. and
19 Debra L. Spinelli, Esq., of PISANELLI BICE PLLC, appeared on behalf of
20 Plaintiff/Counterdefendant Wynn Resorts, Limited and Counterdefendants Linda Chen, Russell
21 Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,
22 Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman (the "Wynn Parties"). Donald J.
23 Campbell, Esq. of Campbell & Williams, appeared on behalf of Counterdefendant/Cross-
24 defendant Stephen A. Wynn ("Mr. Wynn"). William R. Urga, Esq. of Jolley Urga Woodbury &
25 Little, and Jeffrey Wu, Esq. of Munger, Tolles & Olson LLP, appeared on behalf of
Counterdefendant/Counterclaimant/Cross-claimant Elaine P. Wynn ("Ms. Wynn"). And, J.
Stephen Peek, Esq. and Robert J. Cassity, Esq., of Holland & Hart LLP, and David S. Krakoff,

Page 1

CLERK OF THE COURT

RECEIVED
JAN 13 2016
30

1 Esq., Benjamin S. Klubes, Esq., Lauren R. Randell Esq., and Adam Miller, Esq., of
2 BuckleySandler LLP, appeared on behalf of Defendant Kazuo Okada ("Mr. Okada") and
3 Defendants/Counterclaimants/Counter-defendants Aruze USA, Inc. ("Aruze USA") and
4 Universal Entertainment Corp. ("Universal") (the "Aruze Parties").

5 The Court having considered the Motion and the Opposition thereto filed by the Aruze
6 Parties, as well as the arguments of counsel presented at the Hearing, and good cause appearing,
7 IT IS HEREBY ORDERED that the Motion is GRANTED IN PART AND DENIED IN PART
8 as follows:

9 1. The Motion is denied in its entirety, except as set forth in Paragraph 3 of this
10 Order.

11 2. The Wynn Parties shall produce all non-privileged documents responsive to the
12 Requests for Production at issue in the Motion no later than February 5, 2016.

13 3. The Requests for Production relating to the Wynn Resorts Compliance Committee
14 (Request Nos. 230-234, 240-242 and 289) are reasonably calculated to lead to the discovery of
15 admissible evidence, but are overbroad in their current form for the reasons the Court expressed
16 during the Hearing. The Aruze Parties may resubmit those Requests in narrowed form.

17 IT IS SO ORDERED.

18 DATED this 13 day of Jan, 2016.

19
20 
21 ELIZABETH GONZALEZ
22 DISTRICT COURT JUDGE
23
24
25
26
27
28

EXHIBIT 6

1 **DECL**
James J. Pisanelli, Esq., Bar No. 4027
2 JJP@pisanellibice.com
Todd L. Bice, Esq., Bar No. 4534
3 TLB@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
4 DLS@pisanellibice.com
PISANELLI BICE PLLC
5 400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
6 Telephone: 702.214.2100

7 Paul K. Rowe, Esq. (*pro hac vice admitted*)
pkrowe@wlrk.com
8 Bradley R. Wilson, Esq. (*pro hac vice admitted*)
brwilson@wlrk.com
9 WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
10 New York, NY 10019
Telephone: 212.403.1000

11 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
12 RS@glaserweil.com
GLASER WEIL FINK HOWARD
13 AVCHEN & SHAPIRO LLP
10250 Constellation Boulevard, 19th Floor
14 Los Angeles, CA 90067
Telephone: 310.553.3000

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

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 WYNN RESORTS, LIMITED, a Nevada
Corporation,

21 Plaintiff,

22 vs.

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

25 Defendants.

26

27 AND RELATED CLAIMS

28

Case No.: A-12-656710-B

Dept. No.: XI

**DECLARATION OF DEBRA L.
SPINELLI, ESQ., IN SUPPORT OF
THE WYNN PARTIES' MOTION FOR
ADDITIONAL TIME FOR
PRODUCTION OF DOCUMENTS ON
ORDER SHORTENING TIME**

1 I, Debra L. Spinelli, Esq., declare as follows:

2 1. I am a resident of the State of Nevada, and a partner with the law firm
3 PISANELLI BICE PLLC, counsel for Plaintiff/Counterdefendant Wynn Resorts, Limited
4 ("Wynn Resorts" and/or the "Company") and Counterdefendants Linda Chen, Russell Goldsmith,
5 Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarie
6 Sinatra, D. Boone Wayson, and Allan Zeman (collectively, the "Wynn Parties") in the
7 above-captioned matter pending before this Court. I respectfully submit this Declaration in
8 support of the Wynn Parties' Motion For Additional Time For Production Of Documents On
9 Order Shortening Time (the "Motion"). I have personal knowledge of the facts stated herein and I
10 am competent to testify to those facts.

11 2. Following the Court's oral ruling at the December 22, 2015 hearing on the
12 Wynn Parties' Motion for Relief from Order Granting the Aruze Parties' Motion to Compel
13 Supplemental Responses to Their Second and Third Set of Requests for Production of Documents
14 to Wynn Resorts, the Wynn Parties immediately began taking the steps necessary to comply with
15 the Court's order to produce responsive documents within 45 days of the hearing, or by or before
16 February 5, 2016.

17 3. When making the initial efforts to recommence Macau review and begin review
18 for potentially responsive documents in the United States, we anticipated needing additional time
19 for their review and production. Thus, in a call on December 29, 2015 with Adam Miller and Bob
20 Cassity, counsel for the Okada Parties, I asked for an additional two weeks for the review and
21 production. During that call, Mr. Miller said that his clients would agree to the additional 15 days
22 under two conditions: (1) that there would be no further extensions sought; and (2) the
23 Wynn Parties would produce responsive documents in rolling productions. Because the
24 conditions were unworkable, we were unable to reach an agreement.

25 4. Immediately following the hearing, I contacted our document management vendor,
26 FTI, to discuss when FTI consultants could fly to Macau to set up the server, equipment, and
27 other things necessary to recommence review in Macau for their third time. Based on these
28 discussions, the first FTI consultant left the United States on December 30, 2015.

1 5. Three attorneys from Pisanelli Bice, including me, left for Macau on January 1,
2 2016. Four more attorneys followed just two days later. Some attorneys have made multiple
3 trips, others have stayed in Macau for 14 to 30 days.

4 6. In addition, a group of 17 contract reviewers and 5 FTI consultants travelled to
5 Macau for the Macau review process, which included working with counsel on the privilege log,
6 production log, and redactions necessary to comply with the Macau Personal Data Privacy Act
7 ("MPDPA"). (*Id.*)

8 7. During this same time period, attorneys not then in Macau were and are reviewing
9 collected documents for responsiveness in the United States. The review on both continents was
10 taking place simultaneously.

11 8. Understanding the Court's Order, our and our clients' efforts have not only
12 included long hours for its current team, but also recruitment of additional attorneys to assist with
13 the review. As of this date, we have a team of approximately 10-14 attorneys at any given time
14 reviewing documents to meet the production deadline.

15 9. I and/or my colleague, Jim Pisanelli, met with the new attorneys prior to their
16 beginning work on this case, and each has been thoroughly trained on the substantive issues in
17 this case, and have been engaging in incalculable number of discussions, conferences, formal and
18 informal training on issues small and large.

19 10. In addition, various quality control efforts have been employed and are being
20 employed to ensure the accuracy of the review by attorneys newer to the case. Given the various
21 subject matters of the requests, as well as the clarification of certain requests via the related
22 motion practice, and the many privileges and protections afforded in this case, any case, and those
23 applicable to a gaming licensee, this is a nuanced review that requires time and attention to detail.

24 11. These considerable efforts have been successful in speeding up a review and
25 production but additional documents are still in the queue to be reviewed, and additional time is
26 necessary to complete the review and production process.

27 12. On January 29, 2016, Mr. Miller and I spoke again, in person. I told him that we
28 would be filing a motion asking for an additional 30 to 45 days, and asking it to be heard on

1 shortened time. We both agreed that we could not reach an agreement, and the issue was ripe for
2 Court intervention.

3 13. Because the ordered production deadline is February 5, 2016, there is good cause
4 for this Motion to be heard on shortened time

5 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
6 is true and correct and that I executed this declaration on this 1st day of February, 2016.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEBRA L. SPINELLI, ESQ.

EXHIBIT 7

PISANELLIBICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

SWPD

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

JJP@pisanellibice.com

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

TLB@pisanellibice.com

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

DLS@pisanellibice.com

PISANELLI BICE PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: 702.214.2100

Facsimile: 702.214.2101

Paul K. Rowe, Esq. (*pro hac vice* admitted)

pkrowe@wlrk.com

Bradley R. Wilson, Esq. (*pro hac vice* admitted)

brwilson@wlrk.com

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, New York 10019

Telephone: 212.403.1000

Robert L. Shapiro, Esq. (*pro hac vice* admitted)

RS@glaserweil.com

GLASER WEIL FINK HOWARD

AVCHEN & SHAPIRO LLP

10250 Constellation Boulevard, 19th Floor

Los Angeles, California 90067

Telephone: 310.553.3000

Attorneys for Wynn Resorts, Limited, Linda Chen,

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

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

Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' TWENTY-SIXTH
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 twenty-sixth supplemental list of witnesses who may have information discoverable and/or documents discoverable under Rule 26(b), all new information appearing 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 NRCP 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.
6 Specifically: the individual responsible for monitoring capital contributions
7 c/o Bryce K. Kunimoto, Esq.
8 Holland & Hart LLP
9 9555 Hillwood Drive, 2nd Floor
10 Las Vegas, NV 89134
11 Tel.: (702) 669-4600
12 Fax: (702) 669-4650

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

- 16 5. Employee of Aruze USA, Inc.
17 Specifically: the individual primarily responsible for negotiating the Valvino
18 Lamore, LLC operating agreements
19 c/o Bryce K. Kunimoto, Esq.
20 Holland & Hart LLP
21 9555 Hillwood Drive, 2nd Floor
22 Las Vegas, NV 89134
23 Tel.: (702) 669-4600
24 Fax: (702) 669-4650

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

- 28 6. Employee of Aruze USA, Inc.
Specifically: the individual primarily responsible for negotiating the 2002
stockholders agreement
c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

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

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

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, the negotiation of the
12 contribution agreement.

- 13 8. Employee of Universal Entertainment Corporation
14 Specifically: the individual responsible for creation of and deposits into city ledger
15 account
16 c/o Bryce K. Kunimoto, Esq.
17 Holland & Hart LLP
18 9555 Hillwood Drive, 2nd Floor
19 Las Vegas, NV 89134
20 Tel.: (702) 669-4600
21 Fax: (702) 669-4650

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

- 26 9. Employee of Universal Entertainment Corporation
27 Specifically: the individual responsible for communications with PAGCOR
28 c/o Bryce K. Kunimoto, Esq.
29 Holland & Hart LLP
30 9555 Hillwood Drive, 2nd Floor
31 Las Vegas, NV 89134
32 Tel.: (702) 669-4600
33 Fax: (702) 669-4650

34 The Universal Entertainment Corporation employee is likely to have discoverable
35 information related to the facts and circumstances concerning this action, including, but not
36 limited to, communications with PAGCOR related to efforts to obtain a gaming license in the
37 Philippines.

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

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

11. Linda Chen
Former Director, Wynn Resorts, Limited
Executive Director & Chief Operating Officer, Wynn Macau, Ltd.
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

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

12. Russell Goldsmith
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

Mr. Goldsmith is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the

Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

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

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

14. Governor Robert J. Miller
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

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

15. John A. Moran
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

Mr. Moran is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the

Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

16. Marc D. Schorr
Former Director & Former Chief Executive Officer, Wynn Resorts, Limited
Director, Wynn Macau, 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

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

17. Alvin V. Shoemaker
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

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

18. D. Boone Wayson
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. Wayson 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 19. Allan Zeman
6 Former Director, Wynn Resorts, Limited
7 Vice Chairman & Director, Wynn Macau, Ltd.
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. Zeman 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; and his service
14 as a member of the Wynn Macau, Ltd. Board of Directors.

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

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

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

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

22. Kimmarie Sinatra
Executive Vice President, General Counsel
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

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

23. John Strzemp
Executive Vice President & Chief Administrative Officer, Wynn Resorts, Limited
Formerly Chief Financial Officer, Valvino Lamore LLC
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

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

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

24. Matt Maddox
President & Chief Financial Officer, Wynn Resorts, Limited
Non-executive Director, Wynn Macau, Ltd.
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

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

25. Scott Peterson
Senior Vice President & Chief Financial Officer, Wynn Las Vegas
Formerly Vice President of Finance, Valvino Lamore, LLC
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

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

26. Kevin Tourek
Senior Vice President & General Counsel, Wynn Las Vegas
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

Mr. Tourek is likely to have discoverable information related to the facts and 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
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

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

12 28. The Honorable Louis J. Freeh
13 Pepper Hamilton LLP
14 620 Eighth Avenue, 37th Floor
15 New York, NY 10018-1405
16 Tel.: (212) 808-2700
17 Fax: (212) 286-9806

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

22 29. Joel M. Friedman, Esq.
23 Pepper Hamilton LLP
24 3000 Two Logan Square
25 Eighteenth and Arch Streets
26 Philadelphia, Pennsylvania 19103-2799
27 Tel.: (215) 981-4007
28 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.

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

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

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

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

32. Philippine Amusement and Gaming Corporation (PAGCOR)
1330 PAGCOR House
Roxas Boulevard
Ermita, Manila, Philippines 1000
Tel.: (632) 521-1542

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

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

Ms. Dimaporo is likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, her service as a member of PAGCOR's Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc., 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 34. Phillip Lo
4 PAGCOR Board Member
Unknown at this time; will supplement

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

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

14 Mr. Roxas is likely to have discoverable information related to the facts and circumstances
15 of this action, including, but not limited to, his service as a member of PAGCOR's Board, his
16 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
17 any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas, and/or
18 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 36. Susan Vargas
22 PAGCOR Board Member
Unknown at this time; will supplement

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

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

3 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
Unknown at this time; will supplement

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

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

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

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

23 Mr. Guzman is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
25 Executive Committee, as well as Vice President of Slots, 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 travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
28

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

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

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

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

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

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

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

49. Tiger Resort Leisure & Entertainment Inc.
c/o Bryce K. Kunimoto, 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 Tiger Resort Leisure & Entertainment Inc. is/are likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, its relationship to Universal Entertainment Corporation, the gaming license it holds to operate in PAGCOR's Entertainment City in Manila, Philippines, and any and all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming license in the Philippines.

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

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

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

The NRCP 30(b)(6) designee(s) for Eagle I is/are likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming license in the Philippines, the identity of its shareholders, directors, and officers, their relationship 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.
7 Unknown at this time; will supplement

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.
18 Unknown at this time; will supplement

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.

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 Former Employee, Universal Entertainment Corp.
13 c/o Sato Sogo Horitsu Jimusho
14 Aoyama Palacio Tower 6th Floor
15 3-6-7 Kita-Aoyama, Minato-ku, Tokyo, 107-0061 JAPAN

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

22 59. Michiaki Tanaka
23 Former Employee, Universal Entertainment and/or Aruze
24 2-7 Ichibancho, #502
25 Chiyoda-ku, Tokyo
26 102-0082 JAPAN

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

60. Future Fortune Ltd.
c/o Bryce K. Kunimoto, 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 Future Fortune Ltd. is/are likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, any and all payments received from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity acting on his/their behalf, and any and all payments made for or on behalf of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity on his/their behalf.

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

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

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

The NRCP 30(b)(6) designee(s) for People's Technology Holding Ltd. is/are likely to have 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 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity acting on his/their behalf; and the knowledge, participation, and role(s) of Efraim Genuino and/or Rodolfo Soriano.

63. Subic Leisure and Management
Unknown at this time; will supplement
British Virgin Islands

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

6 64. Rodolfo V. Soriano
7 Unknown at this time; will supplement

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

17 65. Olivia Soriano
18 Unknown at this time; will supplement

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

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

27 Mr. Bangsil is likely to have discoverable information related to the facts and
28 circumstances of this action, including, but not limited to, his service as officer in charge of the
PAGCOR Gaming Department, 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 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their behalf.

67. Suzzanne Bangsil
Unknown at this time; will supplement

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

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

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

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

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

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 c/o Sato General Law Office
20 Aoyama Parashio Tower, 6th Floor
21 3-6-7 Kita-Aoyama
22 Minatu-ku, Tokyo-to JAPAN

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

1 Entertainment Corporation's efforts to obtain a gaming concession in the Philippines; and
2 Mr. Okada's knowledge, 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.: (632) 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.

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

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

80. Richard J. Morgan, Esq.
Dean Emeritus
UNLV William S. Boyd School of Law
4505 S. Maryland Parkway, Box 451003
Las Vegas, NV 89154-1003
Tel.: (702) 895-1003

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

81. Robert Faiss, Esq.

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

82. Mark Clayton, Esq.
Greenberg Traurig
3773 Howard Hughes Parkway
Suite 400 North
Tel.: (702) 599-8006
Fax: (702) 792-9002

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

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

5 83. Jennifer Roberts, Esq.
6 Duane Morris LLP
7 100 N. City Parkway, Suite 1560
8 Las Vegas, NV 89106
9 Tel.: (702) 868-2606
10 Fax: (702) 446-5872

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

15 84. Davis Polk & Wardell LLP
16 450 Lexington Avenue
17 New York, NY 10017
18 Tel.: (212) 450-4000
19 Fax: (212) 701-5800

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

25 85. Manabu Kawasaki
26 Unknown at this time; will supplement

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

86. Masato Araki
1-18-8 Tsujido Higashi Kaigan
Fujisawa-shi, Kanagawa-ken 251-
0045 Japan

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

87. Toji Takeuchi
General Manager, Foreign Affairs Division, Universal Entertainment Corp.
c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

Mr. Takeuchi is likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, conversations and/or communications with Universal Entertainment Corp., Aruze USA, Inc. and/or Wynn Resorts, Limited, the formation/ownership/structure of certain entities involved in the Philippine development project, and the internal investigation regarding the contents of the Freeh Report.

88. Toshihiko Nishigaki
Unknown at this time; will supplement

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

89. Jun Fujimoto
Director and President of Universal Entertainment
c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

Mr. Fujimoto is likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, conversations and/or communications with Universal Entertainment Corp., Aruze USA, Inc. and/or

Wynn Resorts, Limited related to materials prepared in anticipation for discussions with the board of Universal Entertainment and Aruze USA.

90. Hajime Tokuda
Director and former President of Universal
c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

Mr. Tokuda is likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, conversations and/or communications with Universal Entertainment Corp., Aruze USA, Inc. and/or Wynn Resorts, Limited, the \$25 million remitted to Future Fortune and any internal investigation regarding the contents of the Freeh Report.

91. Tomohiro Okada
Director of Universal; former director of Aruze USA, Inc.
c/o Bryce K. Kunimoto, 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 of this action, including, but not limited to, conversations and/or communications with Universal Entertainment Corp., Aruze USA, Inc. and/or Wynn Resorts, Limited related to his time as a director of Aruze USA.

92. Masayuki Sano,
General Manager, Legal Affairs Division, Universal Entertainment Corp.
c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

Mr. Sano is likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, conversations and/or

1 communications with Universal Entertainment Corp., Aruze USA, Inc. and/or
2 Wynn Resorts, Limited.

3 93. Kunihiro Yogo, Former Director of Universal

4 Mr. Yogo is likely to have discoverable information related to the facts and
5 circumstances of this action, including, but not limited to, conversations and/or
6 communications with Universal Entertainment Corp., Aruze USA, Inc. and/or
7 Wynn Resorts, Limited related to the 2006 amendment with Mr. Steve Wynn and/or
8 Wynn Resorts, Limited.

9 94. Yoshitaka Fujihara
10 Universal Entertainment Corp.
11 c/o Bryce K. Kunimoto, Esq.
12 Holland & Hart LLP
13 9555 Hillwood Drive, 2nd Floor
14 Las Vegas, NV 89134
15 Tel.: (702) 669-4600
16 Fax: (702) 669-4650

17 Mr. Fujihara is likely to have discoverable information related to the facts and
18 circumstances of this action, including, but not limited to, communications by and between
19 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates
20 and/or agents acting on his or on the behalf with third parties.

21 95. Mikio Tanji
22 5-11-15-901 Arakawa
23 Arakawa-ku, Tokyo
24 116-002 JAPAN

25 Mr. Tanji is likely to have discoverable information related to the facts and
26 circumstances of this action, including, but not limited to, various business dealings and
27 meeting/travel plans with Wynn Resorts, Limited and various board of directors of
28 Wynn Resorts, Limited.

96. Norihisa Kiri
c/o Sato General Law Office
Aoyama Parashio Tower, 6th Floor
3-6-7 Kita-Aoyama
Minatu-ku, Tokyo-to JAPAN

1 **Mr. Kiriū is likely to have discoverable information related to the facts and**
2 **circumstances of this action, including, but not limited to, any and all business dealings with**
3 **Aruze USA, Inc. including conversations and communications as a board member of Future**
4 **Fortune. Additionally, Mr. Kiriū is likely to have discoverable information related to**
5 **signing the payment transfer instruction including returning \$10 million to Universal**
6 **Entertainment which was remitted from Future Fortune to Subic Leisure.**

7 **97. Toshihiko Kosaka**
 c/o Sakaeda General Law Office
8 **Sigma Ginza First 6th Floor**
 4-10-16 Ginza, Cho-ku
9 **Tokyo 104-0061 JAPAN**

10 **Mr. Kosaka is likely to have discoverable information related to the facts and**
11 **circumstances of this action, including, but not limited to, any and all business dealings with**
12 **Aruze USA, Inc. Additionally, Mr. Kosaka is likely to have discoverable information**
13 **related to facts and circumstances related to AZ Games.**

14 **98. Takafumi Nakano**
 c.o Katsube Law Office
15 **Ryobimajikusu Biru 2nd Floor**
 2-10-11 Kajicho, Chiyoda-Ku
16 **Tokyo 101-0044 JAPAN**

17 **Mr. Nakano is likely to have discoverable information related to the facts and**
18 **circumstances of this action, including, but not limited to, the Reuters article, accounting at**
19 **the Japanese Branch of Aruze USA, and Mr. Nakano's capacity as a board member of**
20 **Future Fortune.**

21 **99. Yuki Arai**
 c/o Bryce K. Kunimoto, Esq.
22 **Holland & Hart LLP**
 9555 Hillwood Drive, 2nd Floor
23 **Las Vegas, NV 89134**
 Tel.: (702) 669-4600
24 **Fax: (702) 669-4650**

25 **Mr. Arai is likely to have discoverable information related to the facts and**
26 **circumstances of this action, including, but not limited to, information related to**
27 **communications/correspondence with news media.**
28

1 **100. Mr. Kenji Sugiyama**
2 **President, Tiger Resorts**
3 **c/o Bryce K. Kunimoto, Esq.**
4 **Holland & Hart LLP**
5 **9555 Hillwood Drive, 2nd Floor**
6 **Las Vegas, NV 89134**
7 **Tel.: (702) 669-4600**
8 **Fax: (702) 669-4650**

9 **Mr. Sugiyama is likely to have discoverable information related to the facts and**
10 **circumstances of this action, including, but not limited to, the business operations with Tiger**
11 **Resorts and related to any discussions related to the Reuters allegation investigation.**

12 **101. Masahiro Terada**
13 **Former President of Tiger Resorts**
14 **Unknown at this time; will supplement**

15 **Mr. Terada is likely to have discoverable information related to the facts and**
16 **circumstances of this action, including, but not limited to, potential business in Korea,**
17 **discussions related to the Reuters allegation investigation, and the business operations of**
18 **Tiger Resorts.**

19 **102. Koki Ohba**
20 **Former President, Aruze USA**
21 **c/o Bryce K. Kunimoto, Esq.**
22 **Holland & Hart LLP**
23 **9555 Hillwood Drive, 2nd Floor**
24 **Las Vegas, NV 89134**
25 **Tel.: (702) 669-4600**
26 **Fax: (702) 669-4650**

27 **Mr. Ohba is likely to have discoverable information related to the facts and**
28 **circumstances of this action, including, but not limited to, business interests at Aruze USA**
29 **and discussions related to the Reuters allegation investigation.**

30 **103. Akinora Katsuda**
31 **Former Manager, Universal Entertainment Corp.**
32 **Unknown at this time; will supplement**

33 **Mr. Katsuda is likely to have discoverable information related to the facts and**
34 **circumstances of this action, including, but not limited to, the Reuters allegation**
35 **investigation.**

1 **104. Mr. Usami**
2 **Former employee, Universal Entertainment Corp.**
3 **Unknown at this time; will supplement**

4 **Mr. Usami is likely to have discoverable information related to the facts and**
5 **circumstances of this action, including, but not limited to, Universal Entertainment Corp.'s**
6 **city ledgers and the Reuters allegation investigation.**

7 **105. Akiko Hata**
8 **Former Manager, Universal Entertainment Corp.**
9 **c/o Bryce K. Kunimoto, Esq.**
10 **Holland & Hart LLP**
11 **9555 Hillwood Drive, 2nd Floor**
12 **Las Vegas, NV 89134**
13 **Tel.: (702) 669-4600**
14 **Fax: (702) 669-4650**

15 **Mr. Hata is likely to have discoverable information related to the facts and**
16 **circumstances of this action, including, but not limited to, financial and travel information**
17 **at Universal Entertainment, the Reuters allegation investigation, and agreements related to**
18 **Wynn Resorts and Aruze USA.**

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

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

22 **B. LIST OF DOCUMENTS**

23 Pursuant to NRCP 16.1, the Wynn Parties hereby submit their **twenty-sixth** supplemental
24 list of documents that may be discoverable pursuant to NRCP 26(b). The supplemental
25 documents are described with greater particularity on the indices attached hereto as Exhibits A
26 and B, and are more generally identified as follows: **WYNN00033952 - WYNN00058278;**
27 **WRM00015741 - WRM00019610; and WYNN_FGIS0017638.²**

28 ² Documents identified by Bates Numbers **WRM00014910; WRM00014923;**
WRM00014924; WRM00015522 - WRM00015523; WRM00015565 - WRM00015567;
WYNN_FGIS0002985 - WYNN_FGIS0002986; WYNN_FGIS0003075 -
WYNN_FGIS0003081; WYNN_FGIS0030465 - WYNN_FGIS0030466;
WYNN_FGIS0030467; WYNN00017934 - WYNN00017935; WYNN00018009;
WYNN00018170; WYNN00018256; WYNN00019713 - WYNN00019714; WYNN00023903 -
WYNN00023904; WYNN00024209 - WYNN00024210; WYNN00024211 - WYNN00024214;

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

4 **C. DAMAGES COMPUTATION**

5 Wynn Resorts is seeking declaratory relief, as well as monetary damages in the form of
6 compensatory and special damages, as well as disgorgement of any and all profits, in a total
7 amount to be proven at trial but, in any event, over \$10,000.00. In addition, Wynn Resorts is
8 seeking punitive damages as Defendants' acts were oppressive, fraudulent, malicious, and done
9 with a conscious disregard for the harm to Wynn Resorts. Wynn Resorts is also seeking to
10 recover its attorney's fees and costs incurred in prosecuting this matter. Wynn Resorts will
11 supplement this information concerning its damages as discovery proceeds.

12 **D. INSURANCE AGREEMENTS**

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

17
18
19
20
21
22
23
24
25
26 **WYNN00024215; WYNN00024216 - WYNN00024224 are reproduced here in accordance**
27 **with counsel's previous correspondence in response to the Okada Parties' confidentiality**
28 **designation challenges. Document identified by Bates Number WYNN_FGIS0017638 is a**
replacement document per a claw back by the Wynn Parties' as discussed during Michael
McCall's deposition and as reflected in the letter of today's date served concurrently
herewith.

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

4 DATED this 29th day of February, 2016.

5 PISANELLI BICE PLLC

6 By: /s/ Debra L. Spinelli

7 James J. Pisanelli, Esq., Bar No. 4027
8 Todd L. Bice, Esq., Bar No. 4534
9 Debra L. Spinelli, Esq., Bar No. 9695
400 South 7th Street, Suite 200
Las Vegas, Nevada 89101

10 and

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

14 and

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

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 29th day of February, 2016, 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' TWENTY-SIXTH SUPPLEMENTAL DISCLOSURES PURSUANT TO NRCP 16.1** properly addressed to the following:

J. Stephen Peek, Esq.
Bryce K. Kunimoto, Esq.
Robert J. Cassity, Esq.
Brian G. Anderson, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134
Attorneys for Defendants/Counterclaimants

David S. Krakoff, Esq.
Benjamin B. Klubes, Esq.
Joseph J. Reilly, Esq.
BUCKLEY SANDLER LLP
1250 – 24th Street NW, Suite 700
Washington, DC 20037
Attorneys for Defendants/Counterclaimants

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
CAMPBELL & WILLIAMS
700 South 7th Street
Las Vegas, NV 89101
Attorneys for Stephen A. Wynn

Richard A. Wright, Esq.
WRIGHT STANISH & WINCKLER
300 South 4th Street, Suite 701
Las Vegas, NV 89101
Attorneys for Defendants/Counterclaimants

John B. Quinn, Esq.
Michael T. Zeller, Esq.
Jennifer D. English, Esq.
Susan R. Estrich, Esq.
QUINN EMANUEL URQUHART &
SULLIVAN LLP
865 Figueroa Street, Tenth Floor
Los Angeles, CA 90017
Attorneys for Elaine P. Wynn

William R. Urga, Esq.
Martin A. Little, Esq.
JOLLEY URGa WOODBURY & LITTLE
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, NV 89169
Attorneys for Elaine P. Wynn

/s/ Kimberly Peets
An Employee of PISANELLI BICE PLLC

EXHIBIT 8

PISANELLIBICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

SWPD

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

JJP@pisanellibice.com

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

TLB@pisanellibice.com

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

DLS@pisanellibice.com

PISANELLI BICE PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: 702.214.2100

Facsimile: 702.214.2101

Paul K. Rowe, Esq. (*pro hac vice admitted*)

pkrowe@wlrk.com

Bradley R. Wilson, Esq. (*pro hac vice admitted*)

brwilson@wlrk.com

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, New York 10019

Telephone: 212.403.1000

Robert L. Shapiro, Esq. (*pro hac vice admitted*)

RS@glaserweil.com

GLASER WEIL FINK HOWARD

AVCHEN & SHAPIRO LLP

10250 Constellation Boulevard, 19th Floor

Los Angeles, California 90067

Telephone: 310.553.3000

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

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' EIGHTH
SUPPLEMENTAL DISCLOSURES
PURSUANT TO NRCP 16.1
(WRM DOCUMENTS)**

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 eighth supplemental list of witnesses who may have information discoverable and/or documents discoverable under Rule 26(b), with all new information appearing in **bold text** below:

A. LIST OF WITNESSES

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

1 The NRCP 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.
6 Specifically: the individual responsible for monitoring capital contributions
7 c/o Bryce K. Kunimoto, Esq.
8 Holland & Hart LLP
9 9555 Hillwood Drive, 2nd Floor
10 Las Vegas, NV 89134
11 Tel.: (702) 669-4600
12 Fax: (702) 669-4650

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

- 16 5. Employee of Aruze USA, Inc.
17 Specifically: the individual primarily responsible for negotiating the Valvino
18 Lamore, LLC operating agreements
19 c/o Bryce K. Kunimoto, Esq.
20 Holland & Hart LLP
21 9555 Hillwood Drive, 2nd Floor
22 Las Vegas, NV 89134
23 Tel.: (702) 669-4600
24 Fax: (702) 669-4650

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

- 28 6. Employee of Aruze USA, Inc.
Specifically: the individual primarily responsible for negotiating the 2002
stockholders agreement
c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

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

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

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, the negotiation of the
12 contribution agreement.

- 13 8. Employee of Universal Entertainment Corporation
14 Specifically: the individual responsible for creation of and deposits into city ledger
15 account
16 c/o Bryce K. Kunimoto, Esq.
17 Holland & Hart LLP
18 9555 Hillwood Drive, 2nd Floor
19 Las Vegas, NV 89134
20 Tel.: (702) 669-4600
21 Fax: (702) 669-4650

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

- 26 9. Employee of Universal Entertainment Corporation
27 Specifically: the individual responsible for communications with PAGCOR
28 c/o Bryce K. Kunimoto, Esq.
29 Holland & Hart LLP
30 9555 Hillwood Drive, 2nd Floor
31 Las Vegas, NV 89134
32 Tel.: (702) 669-4600
33 Fax: (702) 669-4650

34 The Universal Entertainment Corporation employee is likely to have discoverable
35 information related to the facts and circumstances concerning this action, including, but not
36 limited to, communications with PAGCOR related to efforts to obtain a gaming license in the
37 Philippines.

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

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

11. Linda Chen
Former Director, Wynn Resorts, Limited
Executive Director & Chief Operating Officer, Wynn Macau, Ltd.
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

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

12. Russell Goldsmith
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

Mr. Goldsmith is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the

Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

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

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

14. Governor Robert J. Miller
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

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

15. John A. Moran
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

Mr. Moran is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the

Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

16. Marc D. Schorr
Former Director & Former Chief Executive Officer, Wynn Resorts, Limited
Director, Wynn Macau, 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

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

17. Alvin V. Shoemaker
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

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

18. D. Boone Wayson
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. Wayson 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 19. Allan Zeman
6 Former Director, Wynn Resorts, Limited
7 Vice Chairman & Director, Wynn Macau, Ltd.
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. Zeman 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; and his service
14 as a member of the Wynn Macau, Ltd. Board of Directors.

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

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

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

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

22. Kimmarie Sinatra
Executive Vice President, General Counsel
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

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

23. John Strzemp
Executive Vice President & Chief Administrative Officer, Wynn Resorts, Limited
Formerly Chief Financial Officer, Valvino Lamore LLC
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

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

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

24. Matt Maddox
President & Chief Financial Officer, Wynn Resorts, Limited
Non-executive Director, Wynn Macau, Ltd.
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

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

25. Scott Peterson
Senior Vice President & Chief Financial Officer, Wynn Las Vegas
Formerly Vice President of Finance, Valvino Lamore, LLC
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

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

26. Kevin Tourek
Senior Vice President & General Counsel, Wynn Las Vegas
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

Mr. Tourek is likely to have discoverable information related to the facts and 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
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

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

12 28. The Honorable Louis J. Freeh
13 Pepper Hamilton LLP
14 620 Eighth Avenue, 37th Floor
15 New York, NY 10018-1405
16 Tel.: (212) 808-2700
17 Fax: (212) 286-9806

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

22 29. Joel M. Friedman, Esq.
23 Pepper Hamilton LLP
24 3000 Two Logan Square
25 Eighteenth and Arch Streets
26 Philadelphia, Pennsylvania 19103-2799
27 Tel.: (215) 981-4007
28 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.

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

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

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

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

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

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

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

Ms. Dimaporo is likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, her service as a member of PAGCOR's Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, Inc., 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 34. Phillip Lo
4 PAGCOR Board Member
Unknown at this time; will supplement

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

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

14 Mr. Roxas is likely to have discoverable information related to the facts and circumstances
15 of this action, including, but not limited to, his service as a member of PAGCOR's Board, his
16 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
17 any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas, and/or
18 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 36. Susan Vargas
22 PAGCOR Board Member
Unknown at this time; will supplement

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

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

3 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
Unknown at this time; will supplement

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

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

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

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

23 Mr. Guzman is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
25 Executive Committee, as well as Vice President of Slots, 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 travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
28

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

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

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

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

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

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

21 Mr. Bautista is likely to have discoverable information related to the facts and
22 circumstances of this action, including, but not limited to, his service with PAGCOR, his
23 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
24 any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas, and/or
25 any and all payments, benefits, and/or gifts he may have received from Mr. Okada, Aruze USA,
26 Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
27 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, Aruze
19 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
20 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.

49. Tiger Resort Leisure & Entertainment Inc.
c/o Bryce K. Kunimoto, 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 Tiger Resort Leisure & Entertainment Inc. is/are likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, its relationship to Universal Entertainment Corporation, the gaming license it holds to operate in PAGCOR's Entertainment City in Manila, Philippines, and any and all transfer of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming license in the Philippines.

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

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

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

The NRCP 30(b)(6) designee(s) for Eagle I is/are likely to have discoverable information related to the facts and circumstances of this action, including, but not limited to, its relationship to and support of Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or his/their agents related to Universal Entertainment Corporation's efforts to obtain a gaming license in the Philippines, the identity of its shareholders, directors, and officers, their relationship 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.
7 Unknown at this time; will supplement

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.
18 Unknown at this time; will supplement

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.

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
15 Aruze USA, Inc. and/or Universal Entertainment Corporation, the services he provided, the acts
16 he performed, any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
17 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
18 Philippines gaming 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.

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

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

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

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

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

The NRCP 30(b)(6) designee(s) for People's Technology Holding Ltd. is/are likely to have 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 Future Fortune Ltd., Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any person or entity acting on his/their behalf; and the knowledge, participation, and role(s) of Efraim Genuino and/or Rodolfo Soriano.

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

The NRCP 30(b)(6) designee(s) for Subic Leisure and Management is/are likely to have 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

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

67. Suzzanne Bangsil
Unknown at this time; will supplement

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

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

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

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

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

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

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

71. Erwin Genuino
Unknown at this time; will supplement

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

72. Mitsuo Hida
Unknown at this time; will supplement

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

1 Entertainment Corporation's efforts to obtain a gaming concession in the Philippines; and
2 Mr. Okada's knowledge, 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 J. Morgan, Esq.
13 Dean Emeritus
14 UNLV William S. Boyd School of Law
15 4505 S. Maryland Parkway, Box 451003
16 Las Vegas, NV 89154-1003
17 Tel.: (702) 895-1003

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

23 81. Robert Faiss, Esq.

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

28 82. Mark Clayton, Esq.
 Greenberg Traurig
 3773 Howard Hughes Parkway
 Suite 400 North
 Tel.: (702) 599-8006
 Fax: (702) 792-9002

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

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

5 83. Jennifer Roberts, Esq.
6 Duane Morris LLP
7 100 N. City Parkway, Suite 1560
8 Las Vegas, NV 89106
9 Tel.: (702) 868-2606
10 Fax: (702) 446-5872

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

15 84. Davis Polk & Wardell LLP
16 450 Lexington Avenue
17 New York, NY 10017
18 Tel.: (212) 450-4000
19 Fax: (212) 701-5800

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

25 85. Manabu Kawasaki
26 Unknown at this time; will supplement

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

1 86. Masato Araki
2 Unknown at this time; will supplement

3 Mr. Araki is likely to have discoverable information related to the facts and circumstances
4 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 87. Any and all witnesses identified and/or disclosed by any other party to this action.

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

9 **B. LIST OF DOCUMENTS**

10 Pursuant to NRCP 16.1, the Wynn Parties hereby submit their **eighth** supplemental list of
11 documents that may be discoverable pursuant to NRCP 26(b). The supplemental documents are
12 identified as bearing Bates numbers **WRM00000001 - WRM00008777** and described with
13 particularity on the index attached hereto as Exhibit A.

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

17 **C. DAMAGES COMPUTATION**

18 Wynn Resorts is seeking declaratory relief, as well as monetary damages in the form of
19 compensatory and special damages, as well as disgorgement of any and all profits, in a total
20 amount to be proven at trial but, in any event, over \$10,000.00. In addition, Wynn Resorts is
21 seeking punitive damages as Defendants' acts were oppressive, fraudulent, malicious, and done
22 with a conscious disregard for the harm to Wynn Resorts. Wynn Resorts is also seeking to
23 recover its attorney's fees and costs incurred in prosecuting this matter. Wynn Resorts will
24 supplement this information concerning its damages as discovery proceeds.

D. INSURANCE AGREEMENTS

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

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

DATED this 28th day of July, 2015.

PISANELLI BICE PLLC

By: /s/ Debra L. Spinelli
James J. Pisanelli, Esq., Bar No. 4027
Todd L. Bice, Esq., Bar No. 4534
Debra L. Spinelli, Esq., Bar No. 9695
400 South 7th Street, Suite 200
Las Vegas, Nevada 89101

and

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

and

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

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 28th day of July, 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' EIGHTH SUPPLEMENTAL DISCLOSURES PURSUANT TO NRCP 16.1 (WRM DOCUMENTS)** properly addressed to the following:

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
CAMPBELL & WILLIAMS
700 South Seventh Street
Las Vegas, NV 89101

Bryce K. Kunitomo, Esq.
J. Stephen Peek, Esq.
Robert J. Cassity, Esq.
Brian G. Anderson, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

Joseph J. Reilly, Esq.
Benjamin B. Klubes, Esq.
David S. Krakoff, Esq.
BUCKLEY SANDLER LLP
1250 24th Street NW, Suite 700
Washington, DC 20037

Ronald L. Olson, Esq.
Mark B. Helm, Esq.
Jeffrey Y. Wu, Esq.
Soraya C. Kelly, Esq.
MUNGER TOLLES & OLSON, LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071

William R. Urga, Esq.
Martin A. Little, Esq.
JOLLY URGAL WOODBURY & LITTLE
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, Nevada 89169

/s/ Kimberly Peets
An Employee of PISANELLI BICE PLLC

EXHIBIT 9

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

SWPD

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

JJP@pisanellibice.com

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

TLB@pisanellibice.com

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

DLS@pisanellibice.com

PISANELLI BICE PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: 702.214.2100

Facsimile: 702.214.2101

Paul K. Rowe, Esq. (*pro hac vice admitted*)

pkrowe@wlrk.com

Bradley R. Wilson, Esq. (*pro hac vice admitted*)

brwilson@wlrk.com

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, New York 10019

Telephone: 212.403.1000

Robert L. Shapiro, Esq. (*pro hac vice admitted*)

RS@glaserweil.com

GLASER WEIL FINK HOWARD

AVCHEN & SHAPIRO LLP

10250 Constellation Boulevard, 19th Floor

Los Angeles, California 90067

Telephone: 310.553.3000

Attorneys for Wynn Resorts, Limited, Linda Chen,

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

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

Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' TENTH
SUPPLEMENTAL DISCLOSURES
PURSUANT TO NRCP 16.1
(WRM DOCUMENTS)**

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 tenth supplemental list of witnesses who may have information discoverable and/or documents discoverable under Rule 26(b), with all new information appearing 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 NRCP 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.
6 Specifically: the individual responsible for monitoring capital contributions
7 c/o Bryce K. Kunimoto, Esq.
8 Holland & Hart LLP
9 9555 Hillwood Drive, 2nd Floor
10 Las Vegas, NV 89134
11 Tel.: (702) 669-4600
12 Fax: (702) 669-4650

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

- 16 5. Employee of Aruze USA, Inc.
17 Specifically: the individual primarily responsible for negotiating the Valvino
18 Lamore, LLC operating agreements
19 c/o Bryce K. Kunimoto, Esq.
20 Holland & Hart LLP
21 9555 Hillwood Drive, 2nd Floor
22 Las Vegas, NV 89134
23 Tel.: (702) 669-4600
24 Fax: (702) 669-4650

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

- 28 6. Employee of Aruze USA, Inc.
 Specifically: the individual primarily responsible for negotiating the 2002
stockholders agreement
c/o Bryce K. Kunimoto, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Tel.: (702) 669-4600
Fax: (702) 669-4650

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

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

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, the negotiation of the
12 contribution agreement.

- 13 8. Employee of Universal Entertainment Corporation
14 Specifically: the individual responsible for creation of and deposits into city ledger
15 account
16 c/o Bryce K. Kunitomo, Esq.
17 Holland & Hart LLP
18 9555 Hillwood Drive, 2nd Floor
19 Las Vegas, NV 89134
20 Tel.: (702) 669-4600
21 Fax: (702) 669-4650

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

- 26 9. Employee of Universal Entertainment Corporation
27 Specifically: the individual responsible for communications with PAGCOR
28 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 Universal Entertainment Corporation employee is likely to have discoverable
information related to the facts and circumstances concerning this action, including, but not
limited to, communications with PAGCOR related to efforts to obtain a gaming license in the
Philippines.

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

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

11. Linda Chen
Former Director, Wynn Resorts, Limited
Executive Director & Chief Operating Officer, Wynn Macau, Ltd.
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

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

12. Russell Goldsmith
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

Mr. Goldsmith is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the

1 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
2 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

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

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

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

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

28 15. John A. Moran
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

Mr. Moran is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, his service as a member of the

1 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
2 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

3 16. Marc D. Schorr
4 Former Director & Former Chief Executive Officer, Wynn Resorts, Limited
5 Director, Wynn Macau, Limited
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. Schorr is likely to have discoverable information related to the facts and
9 circumstances concerning this action, including, but not limited to, his service as a member of the
10 Wynn Resorts Board of Directors; the business judgment he and his fellow directors exercised
11 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation; his role on the
12 Wynn Resorts Compliance Committee; and his service as a member of the Wynn Macau, Ltd.
13 Board of Directors.

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

19 Mr. Shoemaker 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 and the business judgment he and his fellow directors exercised
22 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

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

1 Mr. Wayson 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 19. Allan Zeman
6 Former Director, Wynn Resorts, Limited
7 Vice Chairman & Director, Wynn Macau, Ltd.
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. Zeman 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; and his service
14 as a member of the Wynn Macau, Ltd. Board of Directors.

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

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

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
6 3800 Howard Hughes Parkway, 16th Floor
7 Las Vegas, Nevada 89169
8 Tel.: (702) 699-7500
9 Fax: (702) 699-7555

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

14 22. Kimmarré Sinatra
15 Executive Vice President, General Counsel
16 Wynn Resorts, Limited
17 c/o James J. Pisanelli, Esq.
18 PISANELLI BICE PLLC
19 400 South 7th Street, Suite 300
20 Las Vegas, Nevada 89101
21 Tel.: (702) 214-2100
22 Fax: (702) 214-2101

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

28 23. John Strzemp
29 Executive Vice President & Chief Administrative Officer, Wynn Resorts, Limited
30 Formerly Chief Financial Officer, Valvino Lamore LLC
31 c/o James J. Pisanelli, Esq.
32 PISANELLI BICE PLLC
33 400 South 7th Street, Suite 300
34 Las Vegas, Nevada 89101
35 Tel.: (702) 214-2100
36 Fax: (702) 214-2101

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

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
27 Tel.: (702) 214-2100
28 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
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

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

12 28. The Honorable Louis J. Freeh
13 Pepper Hamilton LLP
14 620 Eighth Avenue, 37th Floor
15 New York, NY 10018-1405
16 Tel.: (212) 808-2700
17 Fax: (212) 286-9806

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

22 29. Joel M. Friedman, Esq.
23 Pepper Hamilton LLP
24 3000 Two Logan Square
25 Eighteenth and Arch Streets
26 Philadelphia, Pennsylvania 19103-2799
27 Tel.: (215) 981-4007
28 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 31. Moelis & Company
10 1999 Avenue of the Stars, Suite 1900
11 Los Angeles, CA 90067
12 Tel.: (310) 443-2300
13 Fax: (310) 443-8700

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

17 32. Philippine Amusement and Gaming Corporation (PAGCOR)
18 1330 PAGCOR House
19 Roxas Boulevard
20 Ermita, Manila, Philippines 1000
21 Tel.:(63 2) 521-1542

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

27 33. Imelda Dimaporo
28 PAGCOR Board Member
 Unknown at this time; will supplement

 Ms. Dimaporo is likely to have discoverable information related to the facts and
circumstances of this action, including, but not limited to, her service as a member of PAGCOR's
Board, her communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment
Corporation, Inc., 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 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
11 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
12 acting on 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
Unknown at this time; will supplement

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

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

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

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

23 Mr. Guzman is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
25 Executive Committee, as well as Vice President of Slots, 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 travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
28

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

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

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

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

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

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

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

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, Aruze
19 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
20 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.
7 Unknown at this time; will supplement

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.
18 Unknown at this time; will supplement

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.

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
15 Aruze USA, Inc. and/or Universal Entertainment Corporation, the services he provided, the acts
16 he performed, any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
17 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
18 Philippines gaming 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.

27
28

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
Efraim Genuino and/or Rodolfo Soriano.

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

26 The NRCP 30(b)(6) designee(s) for Subic Leisure and Management is/are likely to have
27 discoverable information related to the facts and circumstances of this action, including, but not
28 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
22 Aruze USA, Inc.'s Japan branch; his former position as a director for Future Fortune Ltd.; the
23 services he provided and acts he performed for or on behalf of Mr. Okada, Aruze USA, Inc.,
24 Universal Entertainment Corporation, Future Fortune Ltd., and/or his/their agents; any and all
25 transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
26 and/or his/their agents to the Philippine government and/or Philippines gaming officials;
27 communications with the Philippines government and gaming officials related to Universal
28

1 Entertainment Corporation's efforts to obtain a gaming concession in the Philippines; and
2 Mr. Okada's knowledge, 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 J. Morgan, Esq.
13 Dean Emeritus
14 UNLV William S. Boyd School of Law
15 4505 S. Maryland Parkway, Box 451003
16 Las Vegas, NV 89154-1003
17 Tel.: (702) 895-1003

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

23 81. Robert Faiss, Esq.

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

28 82. Mark Clayton, Esq.
 Greenberg Traurig
 3773 Howard Hughes Parkway
 Suite 400 North
 Tel.: (702) 599-8006
 Fax: (702) 792-9002

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

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

5 83. Jennifer Roberts, Esq.
6 Duane Morris LLP
7 100 N. City Parkway, Suite 1560
8 Las Vegas, NV 89106
9 Tel.: (702) 868-2606
10 Fax: (702) 446-5872

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

15 84. Davis Polk & Wardell LLP
16 450 Lexington Avenue
17 New York, NY 10017
18 Tel.: (212) 450-4000
19 Fax: (212) 701-5800

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

25 85. Manabu Kawasaki
26 Unknown at this time; will supplement

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

1 86. Masato Araki
2 Unknown at this time; will supplement

3 Mr. Araki is likely to have discoverable information related to the facts and circumstances
4 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 87. Any and all witnesses identified and/or disclosed by any other party to this action.

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

9 **B. LIST OF DOCUMENTS**

10 Pursuant to NRCP 16.1, the Wynn Parties hereby submit their **tenth** supplemental list of
11 documents that may be discoverable pursuant to NRCP 26(b). The supplemental documents are
12 identified as bearing Bates numbers **WRM00008778 – WRM00013364** and described with
13 particularity on the index attached hereto as Exhibit A.

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

17 **C. DAMAGES COMPUTATION**

18 Wynn Resorts is seeking declaratory relief, as well as monetary damages in the form of
19 compensatory and special damages, as well as disgorgement of any and all profits, in a total
20 amount to be proven at trial but, in any event, over \$10,000.00. In addition, Wynn Resorts is
21 seeking punitive damages as Defendants' acts were oppressive, fraudulent, malicious, and done
22 with a conscious disregard for the harm to Wynn Resorts. Wynn Resorts is also seeking to
23 recover its attorney's fees and costs incurred in prosecuting this matter. Wynn Resorts will
24 supplement this information concerning its damages as discovery proceeds.

1 **D. INSURANCE AGREEMENTS**

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

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

9 DATED this 14th day of August, 2015.

10 PISANELLI BICE PLLC

11 By: 

12 James L. Pisanelli, Esq., Bar No. 4027
13 Todd L. Bice, Esq., Bar No. 4534
14 Debra L. Spinelli, Esq., Bar No. 9695
400 South 7th Street, Suite 200
Las Vegas, Nevada 89101

15 and

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

19 and

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

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

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 14th day of August, 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' TENTH SUPPLEMENTAL DISCLOSURES PURSUANT TO NRCP 16.1 (WRM DOCUMENTS) properly addressed to the following:

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
CAMPBELL & WILLIAMS
700 South Seventh Street
Las Vegas, NV 89101

Bryce K. Kunitomo, Esq.
J. Stephen Peek, Esq.
Robert J. Cassity, Esq.
Brian G. Anderson, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

Joseph J. Reilly, Esq.
Benjamin B. Klubes, Esq.
David S. Krakoff, Esq.
BUCKLEY SANDLER LLP
1250 24th Street NW, Suite 700
Washington, DC 20037

Ronald L. Olson, Esq.
Mark B. Helm, Esq.
Jeffrey Y. Wu, Esq.
Soraya C. Kelly, Esq.
MUNGER TOLLES & OLSON, LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071

William R. Urga, Esq.
Martin A. Little, Esq.
JOLLY URGAL WOODBURY & LITTLE
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, Nevada 89169

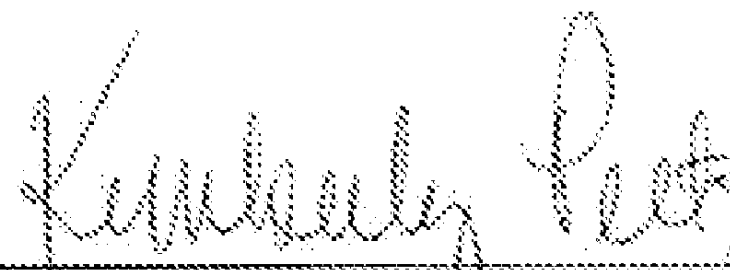

An Employee of PISANELLI BICE PLLC

EXHIBIT 10

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

SWPD

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

JJP@pisanellibice.com

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

TLB@pisanellibice.com

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

DLS@pisanellibice.com

PISANELLI BICE PLLC

400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

Telephone: 702.214.2100

Facsimile: 702.214.2101

Paul K. Rowe, Esq. (*pro hac vice* admitted)

pkrowe@wlrk.com

Bradley R. Wilson, Esq. (*pro hac vice* admitted)

brwilson@wlrk.com

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, New York 10019

Telephone: 212.403.1000

Robert L. Shapiro, Esq. (*pro hac vice* admitted)

RS@glaserweil.com

GLASER WEIL FINK HOWARD

AVCHEN & SHAPIRO LLP

10250 Constellation Boulevard, 19th Floor

Los Angeles, California 90067

Telephone: 310.553.3000

Attorneys for Wynn Resorts, Limited, Linda Chen,

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

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

Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' FOURTEENTH
SUPPLEMENTAL DISCLOSURES
PURSUANT TO NRCP 16.1
(WRM DOCUMENTS)**

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 fourteenth supplemental list of witnesses who may have information discoverable and/or documents discoverable under Rule 26(b), with all new information appearing 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 NRCP 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.
6 Specifically: the individual responsible for monitoring capital contributions
7 c/o Bryce K. Kunimoto, Esq.
8 Holland & Hart LLP
9 9555 Hillwood Drive, 2nd Floor
10 Las Vegas, NV 89134
11 Tel.: (702) 669-4600
12 Fax: (702) 669-4650

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

- 16 5. Employee of Aruze USA, Inc.
17 Specifically: the individual primarily responsible for negotiating the Valvino
18 Lamore, LLC operating agreements
19 c/o Bryce K. Kunimoto, Esq.
20 Holland & Hart LLP
21 9555 Hillwood Drive, 2nd Floor
22 Las Vegas, NV 89134
23 Tel.: (702) 669-4600
24 Fax: (702) 669-4650

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

- 28 6. Employee of Aruze USA, Inc.
 Specifically: the individual primarily responsible for negotiating the
 2002 stockholders agreement
 c/o Bryce K. Kunimoto, Esq.
 Holland & Hart LLP
 9555 Hillwood Drive, 2nd Floor
 Las Vegas, NV 89134
 Tel.: (702) 669-4600
 Fax: (702) 669-4650

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

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

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, the negotiation of the
12 contribution agreement.

- 13 8. Employee of Universal Entertainment Corporation
14 Specifically: the individual responsible for creation of and deposits into city ledger
15 account
16 c/o Bryce K. Kunimoto, Esq.
17 Holland & Hart LLP
18 9555 Hillwood Drive, 2nd Floor
19 Las Vegas, NV 89134
20 Tel.: (702) 669-4600
21 Fax: (702) 669-4650

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

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

 The Universal Entertainment Corporation employee is likely to have discoverable
information related to the facts and circumstances concerning this action, including, but not
limited to, communications with PAGCOR related to efforts to obtain a gaming license in the
Philippines.

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

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

11. Linda Chen
Former Director, Wynn Resorts, Limited
Executive Director & Chief Operating Officer, Wynn Macau, Ltd.
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

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

12. Russell Goldsmith
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

Mr. Goldsmith is likely to have discoverable information related to the facts and circumstances concerning this action, including, but not limited to, his service as a member of the

1 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
2 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

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

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

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

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

28 15. John A. Moran
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

Mr. Moran is likely to have discoverable information related to the facts and
circumstances concerning this action, including, but not limited to, his service as a member of the

1 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
2 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

3 16. Marc D. Schorr
4 Former Director & Former Chief Executive Officer, Wynn Resorts, Limited
5 Director, Wynn Macau, Limited
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. Schorr is likely to have discoverable information related to the facts and
13 circumstances concerning this action, including, but not limited to, his service as a member of the
14 Wynn Resorts Board of Directors; the business judgment he and his fellow directors exercised
15 related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation; his role on the
16 Wynn Resorts Compliance Committee; and his service as a member of the Wynn Macau, Ltd.
17 Board of Directors.

18 17. Alvin V. Shoemaker
19 Director, Wynn Resorts, Limited
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 Mr. Shoemaker is likely to have discoverable information related to the facts and
27 circumstances concerning this action, including, but not limited to, his service as a member of the
28 Wynn Resorts Board of Directors and the business judgment he and his fellow directors exercised
related to Mr. Okada, Aruze USA, Inc., and Universal Entertainment Corporation.

18. D. Boone Wayson
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. Wayson 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 19. Allan Zeman
6 Former Director, Wynn Resorts, Limited
7 Vice Chairman & Director, Wynn Macau, Ltd.
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. Zeman 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; and his service
14 as a member of the Wynn Macau, Ltd. Board of Directors.

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

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

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

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

22. Kimmarie Sinatra
Executive Vice President, General Counsel
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

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

23. John Strzemp
Executive Vice President & Chief Administrative Officer, Wynn Resorts, Limited
Formerly Chief Financial Officer, Valvino Lamore LLC
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

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

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
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Tel.: (702) 214-2100
Fax: (702) 214-2101

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

12 28. The Honorable Louis J. Freeh
13 Pepper Hamilton LLP
14 620 Eighth Avenue, 37th Floor
15 New York, NY 10018-1405
16 Tel.: (212) 808-2700
17 Fax: (212) 286-9806

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

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

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

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

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

7 31. Moelis & Company
8 1999 Avenue of the Stars, Suite 1900
9 Los Angeles, CA 90067
 Tel.: (310) 443-2300
 Fax: (310) 443-8700

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

13 32. Philippine Amusement and Gaming Corporation (PAGCOR)
14 1330 PAGCOR House
15 Roxas Boulevard
 Ermita, Manila, Philippines 1000
 Tel.: (63 2) 521-1542

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

21 33. Imelda Dimaporo
22 PAGCOR Board Member
 Unknown at this time; will supplement

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

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

3 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
11 Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents
12 acting on 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
Unknown at this time; will supplement

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

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

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

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

23 Mr. Guzman is likely to have discoverable information related to the facts and
24 circumstances of this action, including, but not limited to, his service as a member of PAGCOR's
25 Executive Committee, as well as Vice President of Slots, 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 travels to Macau and/or Las Vegas, and/or any and all payments, benefits,
28

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

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

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

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

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

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

21 Mr. Bautista is likely to have discoverable information related to the facts and
22 circumstances of this action, including, but not limited to, his service with PAGCOR, his
23 communications with Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation, and/or
24 any affiliates or agents acting on his/their behalf; his travels to Macau and/or Las Vegas, and/or
25 any and all payments, benefits, and/or gifts he may have received from Mr. Okada,
26 Aruze USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on
27 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, Aruze
19 USA, Inc., Universal Entertainment Corporation, and/or any affiliates or agents acting on his/their
20 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.
7 Unknown at this time; will supplement

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.
18 Unknown at this time; will supplement

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.

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
15 Aruze USA, Inc. and/or Universal Entertainment Corporation, the services he provided, the acts
16 he performed, any and all transfers of funds from Mr. Okada, Aruze USA, Inc., Universal
17 Entertainment Corporation, and/or his/their agents to the Philippine government and/or
18 Philippines gaming 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
Efraim Genuino and/or Rodolfo Soriano.

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

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

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
22 Aruze USA, Inc.'s Japan branch; his former position as a director for Future Fortune Ltd.; the
23 services he provided and acts he performed for or on behalf of Mr. Okada, Aruze USA, Inc.,
24 Universal Entertainment Corporation, Future Fortune Ltd., and/or his/their agents; any and all
25 transfers of funds from Mr. Okada, Aruze USA, Inc., Universal Entertainment Corporation,
26 and/or his/their agents to the Philippine government and/or Philippines gaming officials;
27 communications with the Philippines government and gaming officials related to Universal
28

1 Entertainment Corporation's efforts to obtain a gaming concession in the Philippines; and
2 Mr. Okada's knowledge, 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 NRCF 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 J. Morgan, Esq.
13 Dean Emeritus
14 UNLV William S. Boyd School of Law
15 4505 S. Maryland Parkway, Box 451003
16 Las Vegas, NV 89154-1003
17 Tel.: (702) 895-1003

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

23 81. Robert Faiss, Esq.

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

28 82. Mark Clayton, Esq.
 Greenberg Traurig
 3773 Howard Hughes Parkway
 Suite 400 North
 Tel.: (702) 599-8006
 Fax: (702) 792-9002

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

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

5 83. Jennifer Roberts, Esq.
6 Duane Morris LLP
7 100 N. City Parkway, Suite 1560
8 Las Vegas, NV 89106
9 Tel.: (702) 868-2606
10 Fax: (702) 446-5872

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

15 84. Davis Polk & Wardell LLP
16 450 Lexington Avenue
17 New York, NY 10017
18 Tel.: (212) 450-4000
19 Fax: (212) 701-5800

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

25 85. Manabu Kawasaki
26 Unknown at this time; will supplement

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

1 86. Masato Araki
2 Unknown at this time; will supplement

3 Mr. Araki is likely to have discoverable information related to the facts and circumstances
4 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 87. Any and all witnesses identified and/or disclosed by any other party to this action.

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

9 **B. LIST OF DOCUMENTS**

10 Pursuant to NRCP 16.1, the Wynn Parties hereby submit their **fourteenth** supplemental
11 list of documents that may be discoverable pursuant to NRCP 26(b). The supplemental
12 documents are identified as bearing Bates numbers **WRM00013365 – WRM00015740** and
13 described with particularity on the index attached hereto as Exhibit A.

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

17 **C. DAMAGES COMPUTATION**

18 Wynn Resorts is seeking declaratory relief, as well as monetary damages in the form of
19 compensatory and special damages, as well as disgorgement of any and all profits, in a total
20 amount to be proven at trial but, in any event, over \$10,000.00. In addition, Wynn Resorts is
21 seeking punitive damages as Defendants' acts were oppressive, fraudulent, malicious, and done
22 with a conscious disregard for the harm to Wynn Resorts. Wynn Resorts is also seeking to
23 recover its attorney's fees and costs incurred in prosecuting this matter. Wynn Resorts will
24 supplement this information concerning its damages as discovery proceeds.

1 **D. INSURANCE AGREEMENTS**

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

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

9 DATED this 29th day of October, 2015.

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
400 South 7th Street, Suite 200
Las Vegas, Nevada 89101

15 and

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

19 and

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

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

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 29th day of October, 2015, I caused to be electronically served through the Court's e-service/e-filing system and/or served by United States Mail or Federal Express true and correct copies of the foregoing THE WYNN PARTIES' FOURTEENTH SUPPLEMENTAL DISCLOSURES PURSUANT TO NRCP 16.1 (WRM DOCUMENTS) to the following:

**VIA ELECTRONIC SERVICE AND
UNITED STATES MAIL**

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
CAMPBELL & WILLIAMS
700 South Seventh Street
Las Vegas, NV 89101

Bryce K. Kunitomo, Esq.
J. Stephen Peek, Esq.
Robert J. Cassity, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

Ronald L. Olson, Esq.
Mark B. Helm, Esq.
Jeffrey Y. Wu, Esq.
MUNGER TOLLES & OLSON, LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071

William R. Urga, Esq.
Martin A. Little, Esq.
JOLLY URGA WOODBURY & LITTLE
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, Nevada 89169

**VIA ELECTRONIC SERVICE AND
FEDERAL EXPRESS:**

Joseph J. Reilly, Esq.
Benjamin B. Klubes, Esq.
David S. Krakoff, Esq.
Adam Miller, Esq.
BUCKLEY SANDLER LLP
1250 24th Street NW, Suite 700
Washington, DC 20037


An Employee of PISANELLI BICE PLLC

EXHIBIT 11

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

• • • • •

Transcript of
Proceedings

TUESDAY, DECEMBER 22, 2015

FLORENCE HOYT
Las Vegas, Nevada 89146

02902

APPEARANCES:

FOR THE PLAINTIFF:

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

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
ROBERT J. CASSITY, ESQ.

BENJAMIN KLUBES, ESQ.
DAVID KRAKOFF, ESQ.
LAUREN RANDELL, ESQ.
ADAM MILLER, ESQ.
DONALD JUDE CAMPBELL, ESQ.
WILLIAM R. URGAS, ESQ.
JEFFREY WU, ESQ.
MARK B. HELM, ESQ.

1 LAS VEGAS, NEVADA, TUESDAY, DECEMBER 22, 2015, 8:26 A.M.

2 (Court was called to order)

3 THE COURT: Wynn-Okada was supposed to set up a
4 conference call for us to call in.

5 MR. PEEK: Your Honor, we just gave them your
6 number. It was all that was needed, as I understood it.

7 (Court recessed at 8:27 a.m., until 8:41 a.m.)

8 THE COURT: Is everybody on Wynn-Okada ready now?

9 MR. PEEK: Yes, Your Honor.

10 THE COURT: People on the telephone? Those of you
11 on the phone, please identify --

12 MS. RANDELL: Yes, Your Honor. We have David
13 Krakoff and Lauren Randell from BuckleySandler for the Aruze
14 parties.

15 MR. WU: Good morning, Your Honor. Also on the
16 phone is Jeff Wu of Munger Tolles & Olson on behalf of Ms.
17 Wynn.

18 THE COURT: Anybody else on the phone?

19 All right. Can counsel please identify yourselves,
20 starting with Mr. Urga.

21 MR. URGa: Thank you, Your Honor. William Urga on
22 behalf of Elaine Wynn.

23 MR. CAMPBELL: Donald Jude Campbell on behalf of
24 Steve Wynn.

25 MR. PISANELLI: Good morning, Your Honor. James

1 Pisanelli on behalf of Wynn Resorts and the director
2 defendants.

3 MS. SPINELLI: Your Honor, Debra Spinelli on behalf
4 of Wynn Resorts and the directors.

5 MR. PEEK: Good morning, Your Honor. Stephen Peek
6 on behalf of the Aruze parties.

7 MR. CASSITY: 'Morning, Your Honor. Robert Cassity
8 on behalf of the Aruze parties.

9 MR. KLUBES: Ben Klubes on behalf of the Aruzes.

10 MR. MILLER: Good morning. Adam Miller for the
11 Aruze parties.

12 THE COURT: All right. I'd like to start with the
13 motion for sanctions that was filed by Wynn.

14 MR. PISANELLI: Your Honor, defendants, as you know,
15 have filed approximately a thousand RFPs in this case.
16 They're seeking to possess and review the most private and
17 confidential documents this company owns. And in order to
18 give a company like Wynn under circumstances like this some
19 comfort of fairness and protection Your Honor issues the sole
20 tool you have available to you to do that, and that is a
21 confidentiality order. In the absence of a confidentiality
22 order we are at substantial risk in the marketplace,
23 substantial risk in this litigation, and there really is no
24 other place to turn for a company like us when we have this
25 scorched-earth type of litigation from a defendant who wants

1 everything no matter how tangentially related to the case
2 itself.

3 And so we come to you now because the defendants,
4 despite the scorched-earth policy, have violated your order.
5 The only -- the sole safe harbor we have, they have violated
6 it, they have violated it multiple times, and they've violated
7 it rather cavalierly, I would say. And so when we have this
8 discussion of what do we do about it, what do we do to bring
9 comfort and trust back to this process I think we cannot end
10 this discussion on an attorneys' fees discussion. That's the
11 beginning of the remedy. An attorneys' fees award just for
12 this motion doesn't even begin to be a slap on the wrist for
13 circumstances like this. We have to have some type of remedy
14 that prohibits these defendants from gaining an advantage of
15 this tactic and, of course, to give an incentive not to do it
16 again.

17 So what we have --we've set forth in the brief by
18 way of violations, they have been wilful. We start with the
19 Freeh appendix, which compiles -- or consists of many
20 documents. What we know here, Your Honor, is that pursuant to
21 your order they were ordered to be treated as confidential.
22 And Your Honor knows what that means. It's your order. It
23 says use -- that they can be used solely for the purpose of
24 this action. So what appeared to be within days of this
25 Court's order and the production of the documents these

1 documents are turned over to Michael Chertoff and his law firm
2 of Covington and Burling. And it wasn't for purposes of
3 coming into this courtroom to testify that Director Freeh got
4 it wrong; it was for purposes of a media campaign. He drafted
5 a report and gave it to the media. The report included
6 reference to and summaries of the documents only days earlier
7 you had told these defendants were confidential.

8 They then turn around in this case when we ask to
9 see this report from Mr. Chertoff and say that it's not
10 reasonably collected to lead to the discovery of admissible
11 evidence. He's not our expert, they told us. Not a
12 testifying expert is what they say now. So what they've done,
13 Your Honor, is they took our confidential documents, made them
14 part of a publicity campaign, and then tried to give a dual-
15 role label to this person by saying, we will not show you what
16 he has, we will not give it to you because he's now a
17 consulting expert. Consulting on what, the media? Well,
18 that's not good enough. I don't really care if they're
19 consulting or not. What I do know is they took confidential
20 records and in essence just put them straight into the press,
21 which Your Honor told them not to do.

22 The second area of concern has to do with February
23 18th, 2012, board meeting minutes. And this is even more
24 disturbing. Here we have a highly confidential that was for
25 attorneys' eyes only. In October, days before the deposition

1 of the 30(b)(6) designee, we get a request to de-designate so
2 that they can show this document to the 30(b)(6) designee so
3 that, in other words, this designee they claim would be able
4 to testify to the position that lawyers are offering in this
5 case, rather than to the actual knowledge that this company
6 has and this designee has gathered. In other words, he didn't
7 have these records. Mr. Okada didn't have these records, so
8 there would have been no reason for him to get them. And so,
9 needless to say, we did not agree.

10 Come to find out, weeks before they asked us to
11 designate they had already given it to him. They bring this
12 to our attention. So it certainly looked by all measures that
13 they're trying to cover up the fact that they violated the
14 confidentiality order by asking for permission after the fact.
15 They then tell us after we do not consent that they have
16 recovered them, retrieved them, and destroyed them.
17 Interestingly, in their opposition they mince words and say,
18 now, wait a minute, when we tell you that we asked our witness
19 to give them back and destroy them that doesn't mean that we
20 confirmed that he actually did that. That's a mincing of
21 words that is not good faith. They obviously led us to
22 believe that the witness had given them back, only to find out
23 what? To find out that he still had them, he still used them
24 to prepare, brought them with him from Tokyo, and was sitting
25 in his hotel room translated during his deposition. There was

1 a deception from the original request all the way through the
2 deposition and never once given a reason why he should have
3 had them in the first place, and all we see now is word
4 mincing and after-the-fact rationalization, oh, well, they
5 shouldn't have been highly confidential in the first place.

6 Well, it's too late to talk about whether they
7 should have been highly confidential or not. They had 60 days
8 to do that when they got the document a year ago, and they
9 obviously conceded that it was highly confidential. But they
10 cheated. They violated the rules, and they come back into
11 this courtroom now saying, ah, no harm, no foul.

12 So we know that the sanction has to be severe for
13 the reasons I've already said. We know, Your Honor, that you
14 are empowered, as other courts have, because of the importance
15 of a confidentiality to actually strike their answer and end
16 this case now. We're not shooting for the stars in that
17 regard. We understand this is a big case. We understand
18 there's a lot of money and a lot of issues at stake, and so
19 we're not asking for that. But we're asking for something
20 that is meaningful to us, meaningful to stop this type of
21 behavior. And the only way to do that is to go to the very
22 reason they were cheating and violating the order in the first
23 place to eliminate advantage they sought to obtain, and that
24 is to eliminate their ability to challenge the Freeh report.
25 After all, Your Honor, in the end they're not going to be able

1 to do that anyway, we believe, because this is a business
2 judgment rule case. So it's not as if they're really losing
3 something. But what they will lose, because I think these two
4 motions are tied together, let's be honest and clear about
5 this, they're going to lose the ability to do some of their
6 scorched-earth litigation, including that that we have set
7 forth in the second motion. So a slap on the wrist is not
8 appropriate, and issue preclusion and discovery preclusion
9 seems to be the only fair remedy here. We need -- as a
10 company that is being asked to open its doors to a company
11 like this to take every record we have, we need some
12 protection. Your Honor thought you gave it gave it to us. We
13 thought you gave it to us. But they didn't seem to be bound
14 by the rules of this game. So we ask for a sanction, and we
15 ask for a serious one.

16 THE COURT: Thank you.

17 Mr. Peek.

18 MR. PEEK: I have seven and a half minutes, Your
19 Honor.

20 THE COURT: Okay.

21 MR. PEEK: Mr. Pisanelli has two and a half minutes
22 left.

23 THE COURT: He has 2 minutes and 17 seconds, but
24 probably a little more, because I was slow pushing the button.
25 And I'm not starting yours yet, so --

1 MR. PEEK: Your Honor, Wynn essentially seeks to
2 preclude the Aruze parties from challenging the redemption
3 based on two supposed violations of the protective order. The
4 first, which happened two and a half years ago, was not a
5 violation of the protective order at all. The second, yes,
6 was a violation of the protective order.

7 THE COURT: So can I stop you. I have the
8 protective order up here, and it says, because I made
9 handwritten changes to this portion of the protective order,
10 "...consultants or expert witnesses, together with their
11 support staff retained for the prosecution or defense of this
12 litigation," and then I added some qualifying language. So
13 why do you think that Mr. Chertoff falls within that limited
14 description?

15 And he has about 30 seconds more than that.

16 MR. PEEK: Thank you, Your Honor. Mr. Chertoff
17 falls under that protection because he was in fact, Your
18 Honor, retained to be a consultant, a consultant to advise and
19 to assist us in analyzing and evaluating the efficacy and the
20 foundations upon which the Freeh report were based. I, as a
21 lawyer, don't have that necessary skill set. Mr. Chertoff
22 does have that skill set, and he was retained for those
23 purposes and that skill set. He comes highly recommended, he
24 was a former federal judge, he's a former director of the
25 Homeland Security, and has been actively involved, Your Honor,

1 in matters similar to this. So he was retained by my
2 predecessor law firm for purposes of consulting on the
3 efficacy, the validity, and the viability of the Freeh report.
4 At the time he was retained he was retained as a consultant,
5 potentially as a testifying expert. So I believe, Your Honor,
6 within the boundaries of the stipulated protective order it
7 does fit within the definition of "consultant."

8 Second, Your Honor, was a violation of the
9 protective order, but, as I said, it was minor. It was
10 inadvertent, it was self disclosed, it was cured. It rose out
11 of the inadvertent disclosure of a document that was
12 improperly designated, and it caused no harm to anyone.

13 Wynn's motion lacks merit and should be rejected.
14 It is a death sentence motion. The first alleged violation
15 took place in 2013, when the Aruze parties provided the
16 appendix to the Freeh report to their expert and consulting
17 former federal judge and former head of Homeland Security,
18 Michael Chertoff. Judge Chertoff produced a report analyzing
19 the many flaws of the Freeh report. Yes, it was released to
20 the public, but with all confidential information that rose
21 out of the appendix that was redacted.

22 Remember they talk about a publicity campaign.
23 Let's look at who really engaged in the publicity campaign by
24 giving the Freeh report to The Wall Street Journal and
25 attaching it, as well, to their complaint. Wynn identifies no

1 confidential information released to the public by Judge
2 Chertoff. They just say it must be something in that report.
3 That leads the disclosure -- that leads to disclosure to Judge
4 Chertoff of the appendix to the Freeh report.

5 In April 2013, shortly after the redacted Chertoff
6 report was released to the public and after receiving a letter
7 from counsel for Wynn Resorts complaining that this release
8 violated the stipulated protective order, the Aruze parties'
9 prior counsel wrote a lengthy letter -- that's Exhibit A to
10 our opposition -- demonstrating that there was nothing
11 improper about that disclosure because Judge Chertoff was a
12 retained expert. No complaint was made at that time. The
13 fact that he is not expected to testify at trial is of no
14 relevance.

15 In response to the letter of April 2013, over two
16 and a half years ago, Wynn did absolutely nothing for this
17 last two and a half years. If they truly believed that there
18 was a violation, it would and should have been raised sometime
19 much earlier than two and a half years later. Now they're
20 just creating and manufacturing discovery torts.

21 The second incident, as I said, Your Honor, and I
22 acknowledge was a violation of the protective order, the Aruze
23 parties inadvertently gave a single document marked highly
24 confidential to the Rule 30(b)(6) witness during his
25 preparation. It was a redacted version that had been

1 produced. You have Mr. Miller's declaration acknowledging and
2 taking responsibility for this mistake. And that's what it
3 was.

4 And you look at the correspondence and you see the
5 timeline associated with it as we set forth not only in the
6 correspondence that was attached but in the opposition itself
7 Your Honor, it isn't, as they suggest, a wilful violation.
8 This was one document amongst many, a document that never
9 should have been designated highly confidential in the first
10 place. That designation alone was a clear abuse by the Wynn
11 Resort parties of the protective order, and we ask you now to
12 change that designation to confidential or remove its
13 designation entirely.

14 First, the information in that document was already
15 known to Mr. Okada, a board member who attended a portion of
16 the February 18th, 2012, board meeting, a meeting that was all
17 about Mr. Okada, a meeting, Your Honor, and the board minutes
18 of which he was barred from receiving. Wynn was not harmed in
19 the slightest by that disclosure.

20 Second, the information in the document was
21 disclosed to Wynn Resorts -- was disclosed by Wynn Resorts
22 through the declaration of Robert Miller dated February 6,
23 2013, and filed by Pisanelli Bice in Federal Court in support
24 of its opposition to Okada's motion in Federal Court for
25 preliminary injunction, and in this case, Your Honor, on

1 September 20th, 2012, filed again by Pisanelli Bice in this
2 case in opposition to the Aruze parties' motion for
3 preliminary injunction. We've set forth a table, Your Honor,
4 showing by comparison the disclosures in the Miller affidavit.
5 The Court can look at the September 20th affidavit, as well,
6 Your Honor, filed in this court and look at the very similar
7 disclosures.

8 Third, Wynn Resorts not only pled the activities in
9 the February 2012 board meeting, but they also put the board
10 meeting at issue in this case in its second amended complaint.
11 They pled it, they make it an issue, and now they don't want
12 us to use it or have the assistance of our client to be able
13 to use it.

14 Fourth, the document contained information which
15 Wynn Resorts requested our witness or Aruze parties to testify
16 in Topic 43 in its notice to Aruze USA. Wynn claims that
17 there was some kind of a coverup here. But that is not true
18 and, frankly, offensive. Counsel disclosed and self reported
19 the violation voluntarily. Counsel asked Mr. Takeuchi to
20 destroy all versions of the document. He destroyed the actual
21 board minutes themselves, but he did not destroy one copy, the
22 translation that he had commissioned to use in preparation for
23 the 30(b)(6). And when counsel found out about it that
24 counsel again voluntarily disclosed and self reported to Wynn
25 Resorts. There was no effort to cover up anything, and there

1 was no harm caused.

2 We do take compliance with the SPO very seriously.
3 This was a mistake, but it was a minor mistake and certainly
4 not intentional. It does not warrant any sanctions
5 whatsoever, much less the sanction Wynn seeks that would
6 essentially give a judgment on a multibillion-dollar claim.
7 Wynn is trying to turn a minor error into a massive windfall
8 with its effort to seek a discovery tort.

9 We respectfully request that the motion be denied in
10 its entirety, that the designation of the document be
11 overruled or at a minimum downgraded to confidential. Thank
12 you.

13 THE COURT: Thank you, Mr. Peek.

14 Mr. Pisanelli, you don't have much time left, and
15 you have another motion. Do you want to say anything, or do
16 you want me to just rule?

17 MR. PISANELLI: One quick point, Your Honor. This
18 30(b)(6) witness said that he was never asked to destroy
19 anything. Your order means something, and simply after-the-
20 fact designations of expert status, after-the-fact requests to
21 downgrade because they violated doesn't change the issue.
22 Your orders mean something, and they have to be followed.

23 THE COURT: Thank you.

24 The motion for sanctions is granted in part.

25 With respect to the issue of the board meetings the

1 Court has declined to modify the designation of that, and
2 attorneys's fees related to that issue that were necessitated
3 related to this motion will be assessed. I cannot from what
4 you've given me tell what portion this is.

5 With respect to the Chertoff information the only
6 way that Mr. Chertoff could have been provided with the
7 information in compliance with the protective order is if he
8 was a consultant or an expert witness in this case. The fact
9 that he has prepared a report that has been released for
10 public relations or media purposes takes him outside of that
11 scope.

12 Therefore, the information that was provided to Mr.
13 Chertoff, including the appendix and Mr. Chertoff's file, is
14 available for production subject to any privilege issues.

15 I am happy to do an in-camera review of that
16 material if you believe there is privileged information in
17 that file. But because it was used for media purposes, as
18 opposed to for a consultant or expert witness, it is going to
19 be produced.

20 Anything else?

21 MR. PISANELLI: Your Honor, may I ask you a question
22 about the remedy before using up the remainder of my time?

23 THE COURT: No. Let's go to your other motion, and
24 then you can ask me about remedy on all sorts of things.

25 MR. PISANELLI: Okay.

1 THE COURT: Anybody not understand?

2 MR. PEEK: I did not hear the first part, Your
3 Honor, very well. I apologize.

4 THE COURT: It was bad to give him the board minutes
5 when they were stamped highly confidential.

6 MR. PEEK: I understand.

7 THE COURT: I have read the Bob Miller affidavit.
8 I'm not changing the designation. It was very bad. You've
9 been scolded. Those portion of attorneys' fees related that
10 motion will be assessed. But I can't divide them out at this
11 point.

12 The Chertoff issue, after I review the documents and
13 make a determination as to how many of them are going to be
14 produced, I'm going to then make a determination on the
15 appropriate [inaudible].

16 MR. PEEK: I'm sorry. I can't hear Your Honor. I'm
17 getting like Mr. Morris.

18 THE COURT: We have headphones for you, Mr. Peek.

19 For those attorneys' fees related to the Chertoff
20 issue I will award attorneys' fees, but I am not making a
21 determination as to the amount of the attorneys' fees until I
22 have an opportunity to review the privilege log and the volume
23 of documents that are going to be produced.

24 Mr. Pisanelli, you still look confused. But can we
25 go to your other motion first, and then you can ask me about

1 both of them together. Because I think you're going to ask me
2 something else.

3 MR. PISANELLI: Yes.

4 THE COURT: Okay.

5 MR. PISANELLI: Your Honor, we've asked for an
6 unremarkable relief that has profound consequences. And
7 what's unremarkable about it is simply to require these
8 defendants to only seek requests for production of documents
9 that relate to this case and that have a factual foundation.

10 After conducting the deposition of the two most
11 important witnesses on this topic, Mr. Okada himself and the
12 30(b)(6) designee, we find that our suspicions were correct
13 all along and that this pretext debate is lawyer created with
14 no foundation whatsoever. I asked a series of questions, Your
15 Honor, about this issue, and I got a series of I don't know
16 in response from both of them, not just from Mr. Okada, who
17 didn't have to prepare, but who was actually percipient and
18 involved in the issue, but their 30(b)(6) same thing. I don't
19 know, he said. We hear a complaint in the opposition that I
20 didn't drill down to turn the I don't know into, oh, yeah, I
21 do know. That's not my job. I asked him a softball question.
22 For instance, as the 30(b)(6) designee what was the reason for
23 the redemption; here comes the pretext, one would think,
24 right, because you wanted to hide things. No. The answer
25 from the 30(b)(6) designee was, I don't know. Same thing from

1 Mr. Okada. I asked about Cotai, anything go wrong there, any
2 bad acts; I don't know. Asked them about the Macau donation,
3 anything bad there; I don't know, I objected just to how long
4 it was from Mr. Okada's perspective. I asked them about
5 investor. Answer was, I don't know. I asked them about the
6 sale of the subconcession. Answer was, I don't know. We
7 didn't get a single fact, not one, from the 30(b)(6) designee
8 or from Mr. Okada himself that laid any found whatsoever that
9 this request which will turn this company upside down and
10 require the production or at least the gathering of millions
11 of pages of documents, most of which for some of the
12 categories will 100 percent be on a privilege log --

13 So, Your Honor, it should -- taken into context with
14 the confidentiality violations, we ask you to pare them back.
15 I think the cost shifting is minimal. But in light of the
16 confidentiality violations it is the actual RFPs that need to
17 be limited here. This is a lawyer fishing expedition with not
18 one shred of fact that ties these requests to this actual
19 lawsuit.

20 THE COURT: Okay. Can I ask you a question about
21 your proposed limitation of the Compliance Committee
22 information.

23 MR. PISANELLI: Yes.

24 THE COURT: What is your proposed limitation?

25 MR. PISANELLI: The proposed limitation is to

1 eliminate that one. And I'll tell you why. In addition to
2 the --

3 THE COURT: I'm not going to eliminate it, but I
4 might modify it. So what's your proposed limitation?

5 MR. PISANELLI: My limitation -- the point I was
6 going to make, Your Honor, is that in all likelihood those
7 requests are going to end up, if not wholly, almost all on a
8 privilege log anyway. So what they're doing with this request
9 is making us incur attorneys' fees unnecessarily. So the
10 limitation should be at the worst that if they are trying to
11 draw an analogy between themselves and how we treated other
12 people, then let's take the context of who this person was.
13 He was a director, and he was a director that we had factually
14 foundation had participated in illegal activity. If they want
15 to say, give us any investigation you did of other directors
16 you suspected of illegal activity, then at least we have a
17 parallel to what this case is about. But asking for all of
18 the documents for every background investigation in the
19 history of this company quite frankly borders on the absurd.
20 They tried to tell you in their papers that all they were
21 looking for is officers, directors, and high-ranking employee.

22 THE COURT: Thanks. I got your answer.

23 MR. PISANELLI: Yes.

24 THE COURT: You ran out of time, remember?

25 MR. PISANELLI: Okay.

1 THE COURT: Okay. Mr. Peek.

2 MR. PEEK: Thank you, Your Honor. Your Honor, Wynn
3 essentially seeks to preclude the Aruze parties from
4 challenging the redemption based on two -- excuse me. I
5 grabbed the wrong outline, Your Honor. My apologies. Can I
6 start over my time? Thank you.

7 THE COURT: There's no way I can get started on
8 time. Keep going.

9 MR. PEEK: Your Honor, this motion borders on
10 frivolous. There's nothing in the testimony of either Mr.
11 Okada or Mr. Takeuchi that undermines the pretext theory that
12 this Court and the Supreme Court have already fully
13 considered, including a rejection of WRL's continued
14 trumpeting that the board's actions are protected by the
15 business judgment rule. This Court granted our motion to
16 compel on June 4th, more than six months ago. The Nevada
17 Supreme Court affirmed the Court's ruling on November 12th.
18 It seems that, despite these many rejections of their
19 arguments, it is falling on deaf ears. In the face of these
20 many rejections Wynn Resorts now asks for a third bite of the
21 apple to persuade this Court to block this discovery which is
22 critical to our case.

23 Their motion presents no new evidence which warrants
24 reconsideration. It is just a recycle of the very same tired
25 and worn arguments they've already presented to this Court and

1 the Nevada Supreme Court. Furthermore, as we point out in our
2 opposition, their attempt to shoehorn this late-filed and
3 disguised motion for reconsideration into NRCP Rule 60(b) also
4 fails. Their main argument is that Mr. Okada did not testify
5 to specific wrongdoing by Wynn and never accused Wynn of
6 anything. First, that's not true. Because in April 2011 Mr.
7 Okada objected to the \$135 million donation to Macau, and
8 after that relationship between Wynn and Mr. Okada fell apart,
9 and each accused the other of misconduct. But before April
10 '11 it is true that Mr. Okada did not accuse Mr. Wynn of
11 anything, and he testified that he was not aware of the
12 various improprieties that we have uncovered after the fact.
13 But so what? The fact that Wynn Resorts concealed these
14 improprieties does not militate against this discovery. The
15 fact that, quote, "the Wynn parties were motivated to keep Mr.
16 Okada from uncovering WRL's misdeeds is primarily within the
17 possession of WRL and the fair inferences to be drawn from
18 their testimony and their documents, rather than Mr. Okada and
19 Mr. Takeuchi." The whole point of the pretextual redemption,
20 Your Honor, was that Wynn Resorts believed that Mr. Okada was
21 a threat because of the pretextual -- excuse me -- because he
22 might find out things that Wynn didn't want him to know about,
23 things that are primarily in the possession of Wynn Resorts.

24 On the motion to compel we showed you with detailed
25 evidence that Wynn raised no concern about Okada's suitability

1 until after the April 2011 challenge to the donation. Only
2 after that did Wynn start trying to get rid of Okada. They
3 have shown you absolutely nothing that changes that basic
4 narrative which confirmed that the redemption was a pretext.

5 They also say that the 30(b)(6) designee, Mr.
6 Takeuchi, failed to articulate the bases for certain aspects
7 of the claims. But that's because he wasn't asked. You have
8 Mr. Takeuchi's notes in preparation for the 30(b)(6)
9 deposition, which are Exhibit B, actually outline the pretext
10 theory.

11 Lastly, they ask for cost shifting. It's totally
12 inappropriate and comes too late. This argument should have
13 been made in the original motion for protective order, but it
14 was not.

15 THE COURT: Okay. So can I ask you a question,
16 since your time is up. Can you tell me if you have a position
17 related to an appropriate limitation of the requests for
18 production related to the Compliance Committee.

19 MR. PEEK: Yes, Your Honor. As we pointed out in
20 our opposition, it would be compliance with respect to senior
21 officials and compliance with respect to those named parties
22 that are identified in the -- in our motion to compel
23 originally those who were involved in the Tien Chau matter,
24 those were involved in the donation to the Macau University,
25 those who were involved in the donation to the institute which

1 is I think right next door to the Wynn Resorts that's
2 currently under construction. So it'd be, Your Honor, those
3 with whom they were doing business for the acquisition of the
4 Cotai concession, the land concession. Those are identified,
5 Your Honor, in the opposition to the motion. So we have the
6 Tien Chau matter. Also, Your Honor, there's the individual
7 who entertained at the request of Wynn certain individuals who
8 were responsible for the gaming license, the gaming concession
9 that was granted to Wynn. We've identified that in our
10 papers, as well, Your Honor. So it's those individuals in
11 Macau that relate to the licensing concession, the Cotai Strip
12 land concession, which there were two transactions involving
13 the Cotai Strip; there's a \$50 million transaction where they
14 claim to have received the rights, rights that we've shown the
15 Tien Chau group did not have, and then there's another payment
16 later on after the Wynn Resorts makes the donation to the
17 University of Macau Foundation that also gained them that
18 concession. There are the individuals who run the Foundation
19 itself because they're doing business with the Foundation,
20 those who are the board members of the Foundation. So it's
21 those senior officials who were involved in those transactions
22 that we wish to ask.

23 THE COURT: Okay. Thank you. So, in other words,
24 you're not willing to limit it. Because that was basically
25 everything that was in it.

1 MR. PEEK: Well, Your Honor, those are the
2 individuals with whom they do business, and they're the ones
3 who --

4 THE COURT: I understand.

5 MR. PEEK: -- trump it.

6 THE COURT: Wait. You ran out of time. I was just
7 trying to see if you had a proposal for a limitation. And I
8 didn't get one.

9 Anything else?

10 MR. PEEK: Yes, Your Honor. Just one last point,
11 and that's having to do with Rule 26(b), (c), and the Federal
12 Analog.

13 THE COURT: We don't have proportionality in Nevada
14 at the moment.

15 MR. PEEK: Thank you, Your Honor. That's what I
16 found. It was one of the notes.

17 THE COURT: All right. Okay.

18 The motion for relief from my order previously
19 granting the motion to compel supplemental responses is
20 denied, with the exception of those requests for production
21 that relate for all documents concerning any investigation,
22 which I believe are Requests for Production 230 through 234,
23 240 through 242, 283 through 284, and 288 and 289. But I'm
24 not positive, because the numbers change in different
25 documents.

1 To the extent that the Okada or Universal parties
2 seek to obtain that information I am going to require those to
3 be resubmitted in a more narrowly tailored form given the
4 significant privilege issues that relate to that both with
5 gaming privileges, as well as personal information of third
6 parties that may be included in those documents.

7 So if you want to resubmit those and re-tailor
8 those, you may. But they need to be narrower, okay.

9 MR. PEEK: Your Honor, the Compliance Committee of
10 Wynn Resorts Limited is not bound by the MPDPA, as this Court
11 knows.

12 THE COURT: I know that.

13 MR. PEEK: Okay. I just --

14 THE COURT: But personal -- I mean, somebody's
15 personal financial information and things may be subject to a
16 compliance investigation even here in the United States. They
17 still may have an interest in having their personal
18 information protected. So that is my concern.

19 MR. PEEK: I understand, Your Honor.

20 And, Your Honor, the more important part of this is
21 we have been slow-played now for the last six months.

22 THE COURT: Okay. Can we stop. Because I told you
23 guys I couldn't give you more time today because I have a
24 preliminary injunction starting in 15 minutes.

25 MR. PEEK: Could this production happen in 30 days,

1 Your Honor?

2 THE COURT: So -- wait. I have a couple of
3 questions for you.

4 Mr. Peek, your Chertoff privilege log and/or
5 production. Tell me when.

6 MR. PEEK: Let me consult with my colleagues, Your
7 Honor, just a moment.

8 We can do that in 20 days, Your Honor.

9 THE COURT: So we'll say 20 days. And if you are
10 going to withhold documents on the basis of a privilege, I
11 need a privilege log at that time. If there is an issue after
12 you review their privilege log, please let me know by either
13 having a conference call between us so I can then set up an
14 in-camera review schedule, or file a motion if you think
15 there's more significant issue.

16 MR. PEEK: Your Honor, we should have a meet and
17 confer before that happens, as well.

18 THE COURT: No. I mean, we've blown through all the
19 time on this.

20 MR. PEEK: That's fine.

21 THE COURT: So they're going to get a privilege log,
22 you're either going to agree or not. If you don't agree, then
23 I'm going to look at it. I had to do this in CityCenter with
24 their media relations people. So I've been through it before,
25 and it's a little more complicated than just a usual --

1 MR. PEEK: I understand, Your Honor.

2 THE COURT: -- expert trial.

3 With respect to the board minute attorneys' fees,
4 the ones related to that portion, can you give me a
5 supplemental affidavit that narrows to just those attorneys'
6 fees related to that issue.

7 MR. PISANELLI: As between the Chertoff issues and
8 the --

9 THE COURT: Yes. So something less than \$24,000 and
10 more than zero. How long?

11 MR. PISANELLI: I'll do my best. Ten days, a week.

12 THE COURT: Ten days.

13 Once you get it, you have five days to object.

14 MR. PEEK: Thank you, Your Honor.

15 THE COURT: I am going to put it on my chambers
16 calendar for January 19th -- no, January --

17 What's the chambers calendar after that, Dulce?

18 THE CLERK: 15th.

19 THE COURT: January 15th.

20 With respect to the production that I've previously
21 ordered I understand that it's a big job, and we've talked
22 about the scheduling before. Tell me where we are and what
23 we're going to be doing to get it produced. Because I don't
24 think that 30 days is reasonable under the circumstances.

25 MR. PEEK: We're going to have to go back to Macau.

1 This is going to be another massive undertaking, so we're
2 going to have to get together with our team and staffing and
3 figure out a plan. That's going to take some time. A lot of
4 time.

5 THE COURT: Okay.

6 MR. PEEK: Your Honor, with respect to --

7 THE COURT: Hold on.

8 MR. PEEK: I had to do something over a Christmas
9 holiday in Macau --

10 THE COURT: I know.

11 MR. PEEK: -- to produce documents.

12 THE COURT: I remember.

13 MR. PEEK: And got it done.

14 THE COURT: Well --

15 MR. PISANELLI: Your Honor, we waited a year for --

16 MR. PEEK: We got it done.

17 MR. PISANELLI: -- a production.

18 THE COURT: Guys. Can we stop fighting.

19 MR. PISANELLI: This is such hypocrisy.

20 THE COURT: Jacobs versus Sands is not here today,
21 and I'm not going to talk about Jacobs versus Sands and the
22 hurdles that were met in that case. I'm going to talk about
23 this case.

24 So you don't have an estimate?

25 MR. PISANELLI: No, I don't.

1 THE COURT: Forty-five days.

2 MR. PEEK: Thank you, Your Honor.

3 MR. PISANELLI: Your Honor, all I'm telling you is
4 that I need to speak with Ms. Spinelli.

5 THE COURT: Mr. Pisanelli, you had a chance. Forty-
6 five days.

7 MR. PEEK: Thank you, Your Honor.

8 MR. PISANELLI: Your Honor, our consultant FTI says
9 for Macau it's seven to ten weeks.

10 THE COURT: If you think the 45 days is not long
11 enough, you can file a motion with supporting affidavits, and
12 I will consider whether to adjust it.

13 With respect to the motion to redact that somebody
14 set on the oral calendar for January 19th, it relates to a
15 reply in support of a motion to compel further deposition of
16 James Stern, that is moved to January 15th's chambers
17 calendar.

18 MR. PEEK: Thank you, Your Honor.

19 THE COURT: 'Bye. Have a nice day.

20 THE PROCEEDINGS CONCLUDED AT 9:18 A.M.

21 * * * * *

22

23

24

25

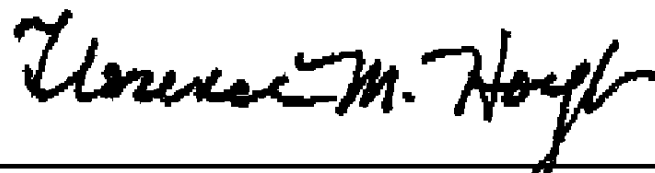
CERTIFICATION

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

12/22/15

DATE

EXHIBIT 12



David S. Krakoff
Partner
1250 24th Street NW, Suite 700
Washington, DC 20037
t 202.349.7950
dkrakoff@buckleysandler.com

December 28, 2015

HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY

VIA E-MAIL

Debra L. Spinelli, Esq.
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
dls@pisanellibice.com

RE: *Wynn Resorts, Ltd. v. Okada, et al.*
Eighth Judicial District Court, Case No. A-12-656710-B

Dear Debbie:

I write pursuant to Paragraph 18 of the Wynn Parties' Protective Order with Respect to Confidentiality entered by the Court on February 13, 2013 (the "Protective Order"), notifying you of objections by Kazuo Okada, Aruze USA, Inc., and Universal Entertainment Corp. (collectively, the "Aruze Parties") to Wynn Resorts, Ltd.'s ("WRL") designation of certain documents as "Highly Confidential," as defined by Paragraph 5 of the Protective Order, as well as to redactions contained in certain documents. On October 29, 2015, WRL produced the documents subject to the objections described herein as part of WRL's Fourteenth Supplemental Disclosures. Our review of the documents produced in those productions and subsequent productions is ongoing, and we reserve the right to augment our objections accordingly.

According to the terms of the Protective Order, documents designated "Highly Confidential" are "extremely sensitive, highly confidential, nonpublic information, consisting either of trade secrets or proprietary or other highly confidential business, financial, regulatory, private, or strategic information (including information regarding business plans, technical data, and nonpublic designs), the disclosure of which would create a substantial risk of competitive, business, or personal injury" to the party producing the document. Protective Order ¶ 5(a). Highly Confidential documents are also "nonpublic documents or information reflecting the substance of conduct or communications that are the subject of state, federal, or foreign government investigations. Protective Order ¶ 5(b). "Confidential" documents, by comparison, "constitute[], reflect[], or disclose[] nonpublic information, trade secrets, know-how, or other financial, proprietary, commercially sensitive, confidential business, marketing,

Debra L. Spinelli, Esq.
December 28, 2015
Page 2

regulatory, or strategic information (regarding business plans or strategies, technical data, and nonpublic designs)” which, if disclosed, would subject the party producing the document to “economic or competitive, or business injury” and which is also not publicly known. Protective Order ¶ 4. We agree that the use of designations for truly Highly Confidential and Confidential information is beneficial to both parties, but note that the effects of designating a document as Highly Confidential or Confidential include constricting the use of the document during the course of litigation, and specifically in depositions and in filings with the court, as well as constraining access to the document, specifically by excluding access by clients. *See* Protective Order ¶¶ 8, 10, 11.

Based on our review of the 42 documents designated Highly Confidential by WRL in the Fourteenth Supplemental Disclosures, we do not object to the designation of 22 documents as Highly Confidential, but believe that the remaining 20 documents designated as Highly Confidential were so designated erroneously. Our objections fall into two categories. While we may not object to the first category of documents if they were designated as Confidential, we believe the second category does not warrant any confidential treatment at all. Additionally, we object to the redactions contained in a third category of documents and request that the documents be re-produced without alteration.

1. Documents Lacking a Highly Confidential Basis

There are 18 documents that discuss a range of topics, none of which rise to the sensitivity threshold for designation as Highly Confidential. *See* Appendix A. These documents include, *inter alia*, WRL policy documents, summaries of compliance requirements and programs, organizational charts for WRL subsidiaries and Wynn Macau, and various emails about business operations. None of these documents contain extremely sensitive information about WRL. Accordingly, we object to their designation as Highly Confidential, though we would not object if the documents were to be designated as Confidential.

2. Documents Devoid of Substance

There are two documents devoid of any real substance that are designated Highly Confidential. They consist of a legal disclaimer and a fully redacted page attached to an email. *See* WRM00014729; WRM00015523. Because Confidential and Highly Confidential designated documents have historically not been consistently applied to full message units (*i.e.*, the same message unit sometimes contains individual documents with differing designations), there is no basis to treat these documents as Highly Confidential on the basis that they are attachments to a document designated Highly Confidential. Because these documents contain absolutely no substantive information, their designation

Debra L. Spinelli, Esq.
December 28, 2015
Page 3

as Highly Confidential simply creates unnecessary administrative burdens and should be withdrawn.

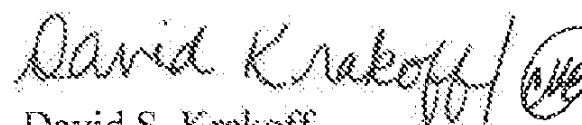
3. Redactions

Many of the documents in this production contain redactions that, according to the *Wynn Parties' Eighth Supplemental Privilege Log (WRM Documents)*, dated October 29, 2015, the same day as the Fourteenth Supplemental Disclosures, purport to be confidential information under the Macau Personal Data Protection Act ("MPDPA"). We object to WRL's improper redaction of these documents, as WRL may not rely upon the MPDPA as a defense to its discovery obligations. See *Las Vegas Sands v. Eighth Judicial Dist. Court*, 130 Nev. Adv. Op. 61, 331 P.3d 876, 877 (2014) ("[T]he mere presence of a foreign international privacy statute itself does not preclude Nevada courts from ordering foreign parties to comply with Nevada discovery rules. Rather, the existence of an international privacy statute is relevant to the district court's sanctions analysis in the event that its order is disobeyed.") (citing *Arthur Andersen & Co. v. Finesilver*, 546 F.2d 338, 341-42 (10th Cir. 1976)). The documents should be re-produced without redactions.

* * *

Please let us know by January 5, 2016 whether WRL will withdraw the Highly Confidential designations as well as the redactions from the documents identified herein. If not, then in accordance with Paragraph 18 of the Protective Order, we request an EDCR 2.34 conference by January 7, 2016. If you would like to discuss further, please contact Adam Miller at (202) 349-7958. Thank you.

Very truly yours,


David S. Krakoff

Enclosure

cc: (via e-mail)
Robert J. Cassity, Holland & Hart LLP
J. Colby Williams, Campbell & Williams
William R. Urga, Jolly Urga Wirth & Little
Jeffrey Wu, Munger, Tolles, & Olson LLP

EXHIBIT 13

PISANELLI BICE

January 12, 2016

DEBRA L. SPINELLI
ATTORNEY AT LAW
DLS@PISANELLIBICE.COM

VIA EMAIL

David S. Krakoff, Esq.
Joseph J. Reilly, Esq.
Benjamin B. Klubes, Esq.
Adam Miller, Esq.
BUCKLEY SANDLER LLP
1250 24th Street NW, Suite 700
Washington, DC 20037
jreilly@buckleysandler.com
bklubes@buckleysandler.com
dkrakoff@buckleysandler.com

J. Stephen Peek, Esq.
Bryce K. Kunimoto, Esq.
Robert J. Cassity, Esq.
HOLLAND & HART
9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134
speek@hollandhart.com
bkunimoto@hollandhart.com
bcassity@hollandhart.com

**RE: *Wynn Resorts, Limited ("Wynn Resorts") v. Kazuo Okada ("Okada"),
Aruze USA, Inc. ("Aruze USA"), and Universal Entertainment
Corporation ("Universal")* (collectively, the "Okada Parties"),
Eighth Judicial District Court, Case No. A-13-678658-B**

Dear Counsel:

This letter responds to Mr. Krakoff's correspondence dated December 28, 2015, challenging certain confidentiality designations in the Wynn Parties' Eighth and Ninth Supplemental Productions, pursuant to Paragraph 18 of the Wynn Parties' Protective Order with Respect to Confidentiality entered by the Court on February 13, 2013 (the "Protective Order").

We reviewed the documents identified in the body of your letter, as well as the documents listed in the appendix provided therewith. The Wynn Parties agree to downgrade the confidentiality designation on certain documents identified below. The documents with the amended designations will be produced in a subsequent supplemental disclosure.



Counsel for Defendants

January 12, 2016

Page 2

Paragraph No. 1 (Appendix A):

With regard to the documents listed in Appendix A and discussed in Paragraph No. 1 of your letter, we will make the following changes to the confidentiality designations:

- WRM00015522 (the entire family) - Downgrade from Highly Confidential to Confidential;
- WRM00015565 (all pages) - Downgrade from Highly Confidential to Confidential; and
- WRM00014910 (all pages) - Downgrade from Highly Confidential to Confidential.

We will not agree, however, to downgrade the confidentiality designation of the remaining documents identified in the Appendix. Wynn Resorts' policy documents and summaries of compliance documents fall well within the Protective Order's definition of "Highly Confidential" information. These documents contain non-public, highly confidential, proprietary, and regulatory business information.

With regard to the organizational charts you identify, we have agreed to downgrade organizational charts that provide public information; however, we will not agree to downgrade organizational charts that identify the assets of each subsidiary within the family of Wynn companies. This compilation of financial information, which is not in the public arena, renders the documents extremely sensitive, and provides a map of highly confidential business and financial information that could create a substantial risk of competitive or business injury if disclosed.

Paragraph No. 2:

Paragraph No. 2 in your letter challenges documents that you argue are "devoid of substance." This topic is raised routinely in your confidentiality challenges and ignores the reality of electronic documents and ESI. Rather than being "devoid of substance," the two documents you identify, WRM00014729 and WRM00015523, are the final pages in multi-document families. As I stated in previous correspondence on this very issue, the ESI Protocol defines a document to include all parent and children. Moreover, we will not agree to assess confidentiality of every page of a multi-page document. It is a monumental task with no value, and would result in an even greater burden associated with motions to seal and redact to comply with Nevada rules governing sealing and redacting, as well as our Protective Order. Again, if you disagree, we await the explanation of your position.



Counsel for Defendants
January 12, 2016
Page 3

Paragraph No. 3:

Your objection to the redactions made to the documents of non-party Wynn Resorts (Macau), SA pursuant to the Macau Personal Data Privacy Act ("MPDPA") is duly noted, but we will maintain our position with regard to the MPDPA redactions.¹ Further, we believe that your interpretation of *Las Vegas Sands v. Eighth Judicial District Court*, 130 Nev. Adv. Op. 61, 331 P.3d 876 (2014), does not take into consideration the very different facts and posture of that case. For example, in that case, the District Court had issued a discovery order sanctioning the defendants for various discovery improprieties and violations. One of the sanctions issued in that case was that the defendants were prohibited from asserting the MPDPA as a defense. These are neither the facts nor the procedural posture of this case. We will not agree to withdraw the MPDPA redactions.

* * *

Please do not hesitate to contact me should the above not address all of your issues or concerns.

Regards,



Debra L. Spinelli

DLS/kap

cc: *via email only*
Campbell & Williams
Jolley Urga Woodbury Little
Munger, Tolles & Olson LLP

We note that Mr. Okada refused to execute a consent related to the MPDPA.

EXHIBIT 14



February 1, 2016

VIA EMAIL

Debra L. Spinelli, Esq.
PISANELLI BICE, LLP
400 S. 7th Street, Suite 300
Las Vegas, NV 89101

Re: *Wynn Resorts, Limited ("Wynn Resorts") v. Kazuo Okada ("Okada"), Aruze USA, Inc. ("Aruze USA"), and Universal Entertainment Corporation ("Universal")* (collectively, the "Aruze Parties"), Eighth Judicial District Court, Case No. A-13-678658-B

Dear Debbie:

We write with respect to Wynn Resorts' Eighth, Tenth, Fourteenth, and Fifteenth Supplemental Disclosures (collectively, the "WRM Productions"). Please accept this letter as our good faith effort to meet-and-confer with you regarding the propriety of the redactions throughout the WRL Production pursuant to EDCR 2.34 and NRCP 37.

Wynn Resorts' redaction of these documents is improper, as explained in more detail below. First, the Nevada Supreme Court has recognized that foreign international privacy statutes may not be relied upon as a shield to excuse a party's compliance with its discovery obligations. Second, WRL may not redact documents based upon the Macau Personal Data Privacy Act because it previously produced documents to Louis Freeh in unredacted format in connection with his investigation of Mr. Okada and his companies. Third, WRL may not redact information from Macau that was already transferred out of Macau, including to the United States. For these reasons, WRL should re-produce the WRM Productions to the Aruze Parties in unredacted form.

A. Wynn Resorts is NOT Entitled To Redact Documents Based on the Macau Personal Data Privacy Act ("MPDPA")

Wynn Resorts is *not* entitled to redact or withhold any documents, based on the MPDPA. As you are aware, overwhelming case law supports this view. As such, we demand that you produce the documents in *unredacted* form immediately.

As you well know, the Nevada Supreme Court recently held that "civil litigants may not utilize foreign international privacy statutes as a shield to excuse their compliance with discovery obligations in Nevada courts."¹ In evaluating the redactions at issue in the case, the Nevada

¹ *Las Vegas Sands v. Eighth Judicial Dist. Court*, 130 Nev. Adv. Op. 61, 331 P.3d 876, 877 (2014).

Supreme Court noted that the U.S. Supreme Court ruled on a similar issue.² The U.S. Supreme Court “determined that [] a privacy statute does not, by itself, *excuse a party from complying with a discovery order*.”³ The Nevada Supreme Court adopted the Tenth Circuit’s reasoning: “the mere presence of a foreign international privacy statute itself does not preclude Nevada courts from ordering foreign parties to comply with Nevada discovery rules. Rather, the existence of an international privacy statute is relevant to the district court’s sanctions analysis in the event that its order is disobeyed.”⁴

In this case, Wynn Resorts produced redacted documents in response to the Aruze Parties’ requests for production of documents. The redactions are marked for privacy and we understand that Wynn Resorts claims the redactions are made pursuant to the MPDPA.⁵ Because the Nevada Supreme Court ruled that foreign privacy laws cannot serve as a basis to withhold or redact documents, Wynn must produce the non-privileged and responsive documents located in Macau in unredacted form.

B. *Wynn Resorts May Not Redact Documents Based on the MPDPA, Which Were Previously Produced Without Redactions To Freeh Group*

Even if Wynn Resorts could rely on the MPDPA (and it cannot), several categories of documents are undeniably discoverable without redactions and should not be redacted. Wynn Resorts waived its right to redact any documents related in any way to the Freeh Group’s investigation by voluntarily producing unredacted versions to Freeh to be used in connection with his investigation. For example, Exhibit 75 to the Freeh Report contains a September 26, 2010 email exchange between Beatrice Yeung, Angela Lai of Wynn Macau, and others. The email is not redacted. But in the WRM Productions, the same exact email is redacted for “privacy.” See WRM00001546. Wynn Resorts cannot rely on “privacy”-based redactions when the same emails were already transferred, *unredacted*, to the Freeh Group in connection with its investigation.

Exhibit 85 to the Freeh Report suffers the same deficiencies. See WYNN002790 (a September 20, 2010 email exchange between Angela Lai and UEC employees was used as an unredacted exhibit, but various iterations of the *same* email are improperly redacted). See WRM00012847, WRM00011061, WRM00011065, WRM00011068, and WRM00008769. Compare WYNN002828 (showing a September 27, 2010 unredacted email exchange between Ian Coughlan, Beatrice Yeung, and others) with WRM00008604 (showing same email exchange, but *redacted*); compare WYNN002824 (unredacted September 24, 2010 email exchange

² *Id.* at 879 (citing *Societe Nationale Industrielle Aerospatiale v. U.S. Dist. Court*, 482 U.S. 522, 544 n.29 (1987) (internal quotation omitted)) (emphasis added).

³ *Id.*

⁴ *Id.* at 880 (citing *Arthur Andersen & Co. v. Finesilver*, 546 F.2d 338, 341-42 (10th Cir. 1976)).

⁵ We presume this because Wynn Resorts has yet to provide a redaction log to accompany the redactions.