

IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN B. QUINN, an individual,
MICHAEL T. ZELLER, an individual,
MICHAEL L. FAZIO, an individual,
and IAN S. SHELTON, an individual,

Petitioners,

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
in and for the County of Clark; and THE
HONORABLE ELIZABETH
GONZALEZ,
District Judge,

Respondents.

and

KIMMARIE SINATRA, an individual,
WYNN RESORTS, LIMITED,
a Nevada Corporation, and
ELAINE P. WYNN, an individual,

Real Parties in Interest.

Supreme Court Case No.

District Court Case No. A-12-656710-B

Electronically Filed
Nov 21 2017 01:26 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**PETITION FOR WRIT OF PROHIBITION OR,
IN THE ALTERNATIVE, WRIT OF MANDAMUS**

PETITIONERS' APPENDIX – VOLUME 1

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Attorneys for Specially Appearing Petitioners

Chronological Index to Petitioners' Appendix

Document Description	Date	Vol.	Pages
Third Amended Business Court Scheduling Order and Order Setting Civil Jury Trial, Pre-Trial Conference and Calendar Call	3/2/2017	1	PA000001 - PA000004
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Order Granting Elaine P. Wynn's Motion for Leave to File Sixth Amended Counterclaim and Crossclaim	5/15/2017	1	PA000011 - PA000014
First Amended Answer of Elaine P. Wynn to Aruze and Universal's Fourth Amended Counterclaim; Sixth Amended Counterclaim and Crossclaim of Elaine P. Wynn	5/17/2017	1	PA000015 - PA000092
Order Granting and Denying Elaine P. Wynn's Motion to Compel Wynn Resorts, Limited, Stephen A. Wynn, Kimmarie Sinatra, and March Schorr to Respond to Written Discovery Requests	7/13/2017	1	PA000093 - PA000095
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Order Denying Wynn Resorts, Limited's Motion to Dismiss the Eleventh and Fourteenth Causes of Action and Kimmarie Sinatra's Motion to Dismiss the Twelfth and Fourteenth Causes of Action in Elaine P. Wynn's Sixth Amended Counterclaim and Crossclaim	8/23/2017	1	PA000098 - PA000103
Kimmarie Sinatra's Answer to Elaine P. Wynn's Sixth Amended Counterclaim and Crossclaim; Counterclaim and Crossclaim of Kimmarie Sinatra	9/7/2017	1	PA000104 - PA000126

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Deposition Subpoena for Personal Appearance in Action Pending Outside California to Ian S. Shelton	10/12/2017	1	PA000147 - PA000156
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Opposition to <i>Ex Parte</i> Application to Shorten Time on Hearing of petition to Quash Deposition Subpoena for Personal Appearance in Action Pending Outside California to John B. Quinn (California Superior Court)	10/27/2017	2	PA000250 - PA000260
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Elaine P. Wynn's Opposition to Kimmarie Sinatra's Motion to Compel Deposition of Quinn Emanuel Attorneys on Order Shortening Time, Joinder to Quinn Emanuel's Opposition, and Cross Motion to Quash	11/3/2017	2	PA000395 - PA000402
Specially Appearing Quinn Emanuel Urquhart & Sullivan's Opposition to Kim Sinatra's Motion to Compel Deposition of Quinn Emanuel Attorneys on Order Shortening Time	11/3/2017	2	PA000403 - PA000430
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Email Notice Continuing Hearing on Petition to Quash until November 22, 2017 (California Superior Court)	11/20/2017	4	PA000834

Document Description	Date	Vol.	Pages
Proposed Order Granting Kimmarie Sinatra's Motion to Compel Deposition of Quinn Emanuel Attorneys on Order Shortening Time	11/20/2017	4	PA000835 - PA000841

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RESPECTFULLY SUBMITTED this 21st day of November, 2017.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 21st day of November, 2017, a copy of the foregoing **PETITIONERS' APPENDIX – VOLUME 1** was electronically filed with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-Filing system (Eflex).

Participants in the case who are registered with Eflex will be served by the Eflex system and other parties, listed below, who are not registered with the Eflex system will be served with a sealed copy of the forgoing via regular U.S. Mail.

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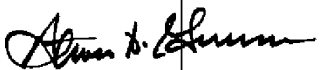
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Attorneys for real party in interest Elaine P. Wynn

Honorable Elizabeth Gonzalez
Department 11
EIGHTH JUDICIAL DISTRICT COURT
200 Lewis Avenue
Las Vegas, Nevada 89155

By: /s/ Beau Nelson
An Employee of McDonald Carano LLP


CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

WYNN RESORTS, LIMITED,)
)
Plaintiff(s),)
vs)
)
KAZUO OKADA, ET AL,)
)
Defendant(s).)
)
AND ALL RELATED CROSSCLAIMS.)

Case No. 12 A 656710
Coordinated W/13 A 678658
Dept. No. XI

ELECTRONIC FILING CASE

3rd AMENDED BUSINESS COURT SCHEDULING ORDER
and ORDER SETTING CIVIL JURY TRIAL,
PRE-TRIAL CONFERENCE AND CALENDAR CALL

This 3rd AMENDED BUSINESS COURT SCHEDULING ORDER AND TRIAL
SETTING ORDER ("Scheduling Order") is entered following the Hearing conducted on
02/13/17. This Order may be amended or modified by the Court upon good cause shown.

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Initial Expert Disclosures are Due	08/18/17
Close of Fact Discovery	09/08/17
Expert Reports are Due	09/22/17
Rebuttal Expert Reports are Due	10/23/17
Close of Expert Discovery	11/17/17
Dispositive Motions are to be filed by	12/04/17
Motions in Limine are to be filed by	01/24/18

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CLERK OF THE COURT

1 **IT IS HEREBY FURTHER ORDERED THAT:**

2 A. The above entitled case is set to be tried to a Jury on a **Five week stack** to begin,
3 **April 16, 2018 at 1:30 p.m.**

4
5 B. The Pre-Trial Conference and Calendar Call will be held on **April 9, 2018 at**
6 **8:15 a.m.** Parties must bring to Calendar Call the following:

- 7 (1) Typed exhibit lists;
8 (2) List of depositions;
9 (3) List of equipment needed for trial, including audiovisual equipment;¹ and
10 (4) Courtesy copies of any legal briefs on trial issues.

11 C. Parties are to appear on the **2nd Monday of Every Month, at 8:00**
12 **a.m.** for a Status Check on the matter.

13 D. The Pre-Trial Memorandum must be filed no later than **April 2, 2018**, with a
14 courtesy copy delivered to Department XI. All parties, (Attorneys and parties in proper person)
15 **MUST** comply with **All REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and 2.69. Counsel should
16 include the Memorandum an identification of orders on all motions in limine or motions for
17 partial summary judgment previously made, a summary of any anticipated legal issues remaining,
18 a brief summary of the opinions to be offered by any witness to be called to offer opinion
19 testimony as well as any objections to the opinion testimony.

20
21 E. All Dispositive Motions, must be in writing and filed no later than **December**
22 **4, 2017. Orders shortening time will not be signed except in extreme emergencies.**

23
24 F. All Motions in Limine, must be in writing and filed no later than **January 24,**
25 **2018. Orders shortening time will not be signed except in extreme emergencies.**

26
27
28 ¹ If counsel anticipate the need for audio visual equipment during the trial, a request must be
submitted to the District Courts AV department following the calendar call.

You can reach the AV Dept at 671-3300 or via E-Mail at CourtHelpDesk@clarkcountycourts.us

1 G. All original depositions anticipated to be used in any manner during the trial
2 must be delivered to the clerk prior to the final Pre-Trial Conference. If deposition testimony is
3 anticipated to be used in lieu of live testimony, a designation (by page/line citation) of the
4 portions of the testimony to be offered must be filed and served by facsimile or hand, two (2)
5 judicial days prior to the final Pre-Trial Conference. Any objections or counterdesignations (by
6 page/line citation) of testimony must be filed and served by facsimile or hand, one (1) judicial
7 day prior to the final Pre-Trial Conference commencement. Counsel shall advise the clerk prior
8 to publication.
9

10 H. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits.
11 All exhibits must comply with EDCR 2.27. Two (2) sets must be three hole punched placed in
12 three ring binders along with the exhibit list. The sets must be delivered to the clerk prior to the
13 final Pre-Trial Conference. Any demonstrative exhibits including exemplars anticipated to be
14 used must be disclosed prior to the calendar call. Pursuant to EDCR 2.68, at the final Pre-Trial
15 Conference, counsel shall be prepared to stipulate or make specific objections to individual
16 proposed exhibits. Unless otherwise agreed to by the parties, demonstrative exhibits are marked
17 for identification but not admitted into evidence.
18

19 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to
20 be included in the Jury Notebook. Pursuant to EDCR 2.68, at the final Pre-Trial Conference,
21 counsel shall be prepared to stipulate or make specific objections to items to be included in the
22 Jury Notebook.
23

24 J. In accordance with EDCR 2.67, counsel shall meet and discuss pre-instructions
25 to the jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side
26 shall provide the Court, at the final Pre-Trial Conference, an agreed set of jury instructions and
27 proposed form of verdict along with any additional proposed jury instructions with an electronic
28 copy in Word format.

K. In accordance with EDCR 7.70, counsel shall file and serve by facsimile or hand,
two (2) judicial days prior to the final Pre-Trial Conference voir dire proposed to be conducted
pursuant to conducted pursuant to EDCR 2.68.

Failure of the designated trial attorney or any party appearing in proper person to appear for any court appearances or to comply with this Order shall result in any of the following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or any other appropriate remedy or sanction.

Counsel is required to advise the Court immediately when the case settles or is otherwise resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A copy should be given to Chambers.

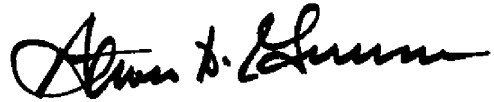
DATED this 28th day of February, 2017.

ELIZABETH GONZALEZ, DISTRICT JUDGE

Certificate of Service

I hereby certify, that on the date filed, this Order was served on the parties identified on Wiznet's e-service list.

Dan Kutinac



CLERK OF THE COURT

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21 *Claimant/Cross-Claimant Elaine P. Wynn*

22 **DISTRICT COURT**

23 **CLARK COUNTY, NEVADA**

24 WYNN RESORTS, LIMITED, a Nevada
25 corporation,

26 Plaintiff,

27 vs.

CASE NO. A-12-656710-B
Dept. No.: XI

ELECTRONIC FILING CASE

**SUBSTITUTION OF COUNSEL FOR
ELAINE P. WYNN**

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1 KAZUO OKADA, an individual, ARUZE
2 USA, Inc., a Nevada corporation,
3 UNIVERSAL ENTERTAINMENT
4 CORPORATION, a Japanese corporation,

5 Defendant.

6
7 AND ALL RELATED CLAIMS
8
9

10 Elaine P. Wynn hereby appoints Mark E. Ferrario and Tami D. Cowden with the law firm
11 of GREENBERG TRAURIG, LLP, William R. Urga and David J. Malley of the law firm
12 JOLLEY URGa WOODBURY & LITTLE and Daniel F. Polsenberg and Joel D. Henriod of
13 the law firm LEWIS ROCA ROTHGERBER CHRISTIE as her counsel of record in this matter
14 in the place of QUINN EMANUEL URQUHART & SULLIVAN, LLP.

15 DATED this 8/4 day of March, 2017.

16
17 
18 ELAINE P. WYNN
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28

ACCEPTANCE OF SUBSTITUTION

Mark E. Ferrario and Tami D. Cowden with the law firm of GREENBERG TRAURIG, LLP, William R. Urga and David J. Malley of the law firm JOLLEY URGa WOODBURY & LITTLE and Daniel F. Polsenberg and Joel D. Henriod of the law firm LEWIS ROCA ROTHGERBER CHRISTIE hereby accept appointment as counsel for Elaine P. Wynn in the above-entitled matter.

DATED this 9th day of March, 2017

GREENBERG TRAURIG, LLP

By: /s/ Mark E. Ferrario

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CONSENT TO SUBSTITUTION

John B. Quinn, Michael T. Zeller and Michael L. Fazio and the law firm of QUINNN EMANUEL URQUHART & SULLIVAN, LLP, hereby consent to the substitution of Mark E. Ferrario and Tami D. Cowden with the law firm of GREENBERG TRAURIG, LLP, William R. Urga and David J. Malley of the law firm JOLLEY URGa WOODBURY & LITTLE and Daniel F. Polsenberg and Joel D. Henriod of the law firm LEWIS ROCA ROTHGERBER CHRISTIE in their place as counsel of record in the above-referenced matter.

DATED this 9th day of March 2017.

QUINNN EMANUEL URQUHART &
SULLIVAN, LLP

By: 

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MICHAEL L. FAZIO, ESQ.
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I caused a true and correct copy of the forgoing *Substitution Of Counsel For Elaine P. Wynn* to be e-served via the Court's Wiznet E-Filing system. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

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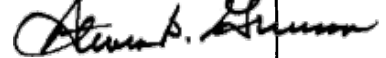
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DATED this ____ day of March, 2017.

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21 DISTRICT COURT

22 CLARK COUNTY, NEVADA

23 WYNN RESORTS, LIMITED, a Nevada
24 corporation,

25 Plaintiff,

26 vs.

27 KAZUO OKADA, an individual, ARUZE
28 USA, Inc., a Nevada corporation,
UNIVERSAL ENTERTAINMENT

CASE NO. A-12-656710-B
Dept. No.: XI

ELECTRONIC FILING CASE

ORDER GRANTING ELAINE P.
WYNN'S MOTION FOR LEAVE TO
FILE SIXTH AMENDED
COUNTERCLAIM AND
CROSSCLAIM

Page 1 of 3

LV 420910670v1

05-11-17AUG:08 RCVD

CORPORATION, a Japanese corporation,

Defendant.

AND ALL RELATED CLAIMS

Elaine P. Wynn's Motion for Leave to File Sixth Amended Counterclaim and Crossclaim ("Motion") filed herein on May 27, 2016, came before this Court on Monday, May 1, 2017. William J. Urga, Esq., of JOLLEY URGa WOODBURY & LITTLE and Mark E. Ferrario, Esq., of GREENBERG TRAURIG, LLP, AND JAMES M. COLE, ESQ. OF SIDLEY AUSTIN, LLP appeared on behalf of Counterdefendant/Counterclaimant/Crossclaimant Elaine P. Wynn ("Ms. Wynn"). James J. Pisanelli, Esq., Todd L. Bice, Esq. and Debra L. Spinelli, Esq., of PISANELLI BICE PLLC, appeared on behalf of Plaintiff/Counterdefendant Wynn Resorts, Limited 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"). J. Stephen Peek, Esq., and Robert J. Cassity, Esq., of HOLLAND & HART LLP, and David S. Krakoff, Buckley Sandler, LLP appeared on behalf of Defendant Kazuo Okada ("Okada") and Defendants/Counterclaimants/Counterdefendants Aruze USA, Inc. ("Aruze USA") and Universal Entertainment Corp. ("Universal") (collectively the "Okada Parties"). Donald J. Campbell, Esq., of CAMPBELL & WILLIAMS, appeared on behalf of Counterdefendant/Cross-defendant Stephen A. Wynn ("Mr. Wynn").

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The Court having considered the Motion, the Oppositions, the Replies, as well as the arguments of counsel presented at the hearing, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion is GRANTED.

IT IS SO ORDERED.

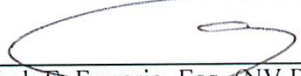
DATED: 5/15/17


THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

GREENBERG TRAURIG, LLP

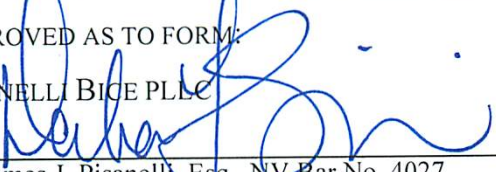
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Universal Entertainment Corp.*

1 The Court having considered the Motion, the Oppositions, the Replies, as well as the
2 arguments of counsel presented at the hearing, and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion is
4 GRANTED.

5 IT IS SO ORDERED.

6 DATED: _____

7
8 THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

9 Respectfully submitted by:

10 GREENBERG TRAURIG, LLP

11 By: _____

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29 HOLLAND & HART LLP

30 By:  _____

31 J. Stephen Peek, Esq. NV Bar No. 1758

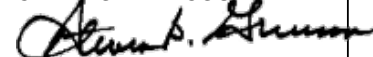
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiffs,

vs.

KAZUO OKADA, an individual, ARUZE
USA, Inc., a Nevada corporation,
UNIVERSAL ENTERTAINMENT
CORPORATION, a Japanese corporation,

Defendants.

CASE NO. A-12-656710-B

DEPT. NO: XI

ELECTRONIC FILING CASE

**FIRST AMENDED ANSWER OF ELAINE
P. WYNN TO ARUZE AND
UNIVERSAL'S FOURTH AMENDED
COUNTERCLAIM; SIXTH AMENDED
COUNTERCLAIM AND CROSSCLAIM
OF ELAINE P. WYNN**

1 ARUZE USA, INC., a Nevada corporation,
2 UNIVERSAL ENTERTAINMENT
3 CORPORATION, a Japanese corporation,
4
5 Counterclaimants.
6
7 vs.
8
9 WYNN RESORTS, LIMITED, a Nevada
10 Corporation, STEPHEN A. WYNN, an
11 individual, KIMMARIE SINATRA, an
12 individual, LINDA CHEN, an individual, RAY
13 R. IRANI, an individual, RUSSELL
14 GOLDSMITH, an individual, ROBERT J.
15 MILLER, an individual, JOHN A. MORAN, an
16 individual, MARC D. SCHORR, an individual,
17 ALVIN V. SHOEMAKER, an individual, D.
18 BOONE WAYSON, an individual, ELAINE P.
19 WYNN, an individual, ALLAN ZEMAN, an
20 individual,
21
22 Counterdefendants.
23
24 ELAINE P. WYNN, an individual,
25
26 Counterclaimant and
27 Crossclaimant,
28
29 vs.
30
31 STEPHEN A. WYNN, an individual, WYNN
32 RESORTS, LIMITED, a Nevada Corporation,
33 KIMMARIE SINATRA, an individual,
34
35 Crossdefendants,
36
37 ARUZE USA, INC., a Nevada Corporation,
38
39 Counterdefendant.

Complaint Filed:
Trial Date: None Set

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ANSWER

Elaine P. Wynn hereby answers the Fourth Amended Counterclaim of Defendants and Counterclaimants Aruze USA, Inc. ("Aruze" or "Aruze USA") and Universal Entertainment Corporation ("Universal") (collectively, "Counterclaimants") in the above-captioned action.

Ms. Wynn denies all allegations in the headings (which are quoted here verbatim though they are denied), tables, and photographs of the Fourth Amended Counterclaim, in part because she lacks information sufficient to form a belief as to their truth.

Ms. Wynn is not required to respond, and does not respond, to the allegations that were not asserted against her, including: Count V by Aruze USA against Wynn Resorts (paragraphs 210-219); Count VII by Aruze USA against Wynn Resorts (paragraphs 233-237); Count VIII by Aruze USA against Wynn Resorts (paragraphs 238-245); Count IX by Aruze USA against Wynn Resorts, Steve Wynn, and Kimmarie Sinatra (paragraphs 246-256); Count X by Aruze USA against Wynn Resorts, Steve Wynn, and Kimmarie Sinatra (paragraphs 257-268); Count XI by Aruze USA against Steve Wynn and Kimmarie Sinatra (paragraphs 269-282); Count XII by Aruze USA against Wynn Resorts, Steve Wynn, and Kimmarie Sinatra (paragraphs 283-292); Count XIII by Aruze USA against Steve Wynn (paragraphs 293-308); Count XIV by Aruze USA against Steve Wynn (paragraphs 309-324); Count XV by Aruze USA against Steve Wynn (paragraphs 325-334); Count XVI by Aruze USA against Steve Wynn (paragraphs 335-345); Count XVII by Aruze USA against Steve Wynn (paragraphs 346-355); Count XVIII by Aruze USA against Wynn Resorts, Linda Chen, Russel Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Boone Wayson, and Allan Zeman (paragraphs 356-364); Count XIX by Aruze USA against Wynn Resorts (paragraphs 365-372).

As to the allegations against Ms. Wynn set forth in enumerated paragraphs in the Fourth Amended Counterclaim, Ms. Wynn responds in correspondingly numbered paragraphs as follows:

JURISDICTION AND VENUE

1. Ms. Wynn admits that the Court has jurisdiction and that venue is proper in this Court. Except as expressly admitted, Ms. Wynn denies the allegations of paragraph 1, in part because she lacks information sufficient to form a belief as to their truth.

1 Aruze's consent. Ms. Wynn denies that the right of redemption does not apply to Aruze USA's
2 shares of Wynn Resorts stock, and further denies that the Stockholders Agreement precludes
3 redemption of Aruze USA's stock. The remainder of the allegations contained in paragraph 6 are
4 legal conclusions which require no response. In the event these conclusions can be deemed
5 allegations of fact, Ms. Wynn denies the remaining allegations of paragraph 6.

6 7. Ms. Wynn denies the allegations of paragraph 7.

7 8. Ms. Wynn denies the allegation that there was no legitimate factual or legal basis to
8 invoke the redemption provision. Ms. Wynn further denies the allegations of paragraph 8, in part
9 because she lacks information sufficient to form a belief as to their truth.

10 9. Ms. Wynn denies the allegations of paragraph 9.

11 10. Ms. Wynn denies the allegations of paragraph 10.

12 11. Ms. Wynn denies the allegations of paragraph 11.

13 12. The allegations contained in paragraph 12 are legal conclusions which require no
14 response. In the event these conclusions can be deemed allegations of fact, Ms. Wynn denies the
15 allegations of paragraph 12.

16 **PARTIES**

17 13. Ms. Wynn denies that Aruze is currently a stockholder of Wynn Resorts. Except as
18 expressly denied, on information and belief, Ms. Wynn admits the allegations of paragraph 13.

19 14. On information and belief, Ms. Wynn admits the allegations of paragraph 14.

20 15. Ms. Wynn admits the allegations of paragraph 15.

21 16. Ms. Wynn admits that Stephen A. Wynn is the Chairman of the Board and Chief
22 Executive Officer of Wynn Resorts. Ms. Wynn admits that Stephen A. Wynn is a resident of
23 Nevada. Except as expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to
24 the truth of the allegations of paragraph 16, and denies the allegations on that basis.

25 17. Ms. Wynn admits that Kimmarie Sinatra is the General Counsel, Secretary, and a
26 Senior Vice President of Wynn Resorts. Except as expressly admitted, Ms. Wynn lacks information
27 sufficient to form a belief as to the truth of the allegations of paragraph 17, and denies the allegations
28 on that basis.

1 18. Ms. Wynn admits that she is a director of Wynn Resorts and is Stephen Wynn's
2 ex-spouse. Ms. Wynn admits that she is a resident of Nevada. On information and belief, Ms.
3 Wynn admits that she owns 9,742,150 shares of Wynn Resorts stock as of March 1, 2012.

4 19. Ms. Wynn admits that Linda Chen was a director of Wynn Resorts. Except as
5 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
6 allegations of paragraph 19, and denies the allegations on that basis.

7 20. Ms. Wynn admits that Ray R. Irani is a director of Wynn Resorts. Except as
8 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
9 allegations of paragraph 20, and denies the allegations on that basis.

10 21. Ms. Wynn admits that Russell Goldsmith was a director of Wynn Resorts. Except as
11 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
12 allegations of paragraph 21, and denies the allegations on that basis.

13 22. Ms. Wynn admits that Robert J. Miller is a director and Chair of the Gaming
14 Compliance Committee of Wynn Resorts. Except as expressly admitted, Ms. Wynn lacks
15 information sufficient to form a belief as to the truth of the allegations of paragraph 22, and denies
16 the allegations on that basis.

17 23. Ms. Wynn admits that John A. Moran is a director of Wynn Resorts. Except as
18 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
19 allegations of paragraph 23, and denies the allegations on that basis.

20 24. Ms. Wynn admits that Marc D. Schorr was a director and Chief Operating Officer of
21 Wynn Resorts, and that Mr. Schorr had stepped down from the Board. Except as expressly
22 admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the allegations of
23 paragraph 24, and denies the allegations on that basis.

24 25. Ms. Wynn admits that Alvin V. Shoemaker is a director of Wynn Resorts. Except as
25 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
26 allegations of paragraph 25, and denies the allegations on that basis.

27
28

1 26. Ms. Wynn admits that D. Boone Wayson is a director of Wynn Resorts. Except as
2 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
3 allegations of paragraph 26, and denies the allegations on that basis.

4 27. Ms. Wynn admits that Allan Zeman was a director of Wynn Resorts. Except as
5 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
6 allegations of paragraph 27, and denies the allegations on that basis.

7 **GENERAL ALLEGATIONS**

8 **I. **Kazuo Okada and Steve Wynn Launch Wynn Resorts****

9 **A. **Turned Out By Mirage Resorts, Steve Wynn Turns to Kazuo Okada to Finance****
10 **the New Wynn Project**

11 28. Ms. Wynn admits that Mr. Wynn developed Mirage Resorts, Inc., which owned and
12 operated the Mirage, Treasure Island, and the Bellagio, and that Mr. Wynn ceased being Chief
13 Executive Officer after Mirage Resorts, Inc. merged with MGM Grand, Inc. Except as expressly
14 admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the allegations of
15 paragraph 28, and on that basis denies the allegations.

16 29. Ms. Wynn admits that Mr. Wynn purchased the Desert Inn casino and planned to
17 build a new casino on that site, and that he contacted Mr. Okada about funding. Except as expressly
18 admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the allegations of
19 paragraph 29, and on that basis denies the allegations.

20 30. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
21 allegations of paragraph 30, and on that basis denies the allegations.

22 31. Ms. Wynn admits that Valvino Lamore, LLC ("Valvino") was a Nevada limited
23 liability company used to develop the Desert Inn project. Ms. Wynn admits that Aruze USA
24 contributed \$260 million to Valvino in October 2000. Except as expressly admitted, Ms. Wynn
25 denies the allegations of paragraph 31, in part because Ms. Wynn lacks information sufficient to
26 form a belief as to the truth of those allegations.

1 32. Ms. Wynn admits that Aruze USA contributed \$120 million to Valvino in April
2 2002. Except as expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the
3 truth of the allegations of paragraph 32, and on that basis denies those allegations.

4 **B. The Stockholders Agreement**

5 33. Ms. Wynn admits on information and belief that in 2002 steps were taken in
6 anticipation of Wynn Resorts going public. Except as expressly admitted, Ms. Wynn lacks
7 information sufficient to form a belief as to the truth of the allegations of paragraph 33, and on that
8 basis denies those allegations.

9 34. Ms. Wynn admits that Mr. Wynn, Aruze USA, and Baron Asset Fund entered into
10 the April 2002 Stockholders Agreement dated April 11, 2002. Ms. Wynn admits that the April 2002
11 Stockholders Agreement purported to establish certain restrictions on the sale of stock the
12 signatories were to receive in “NewCo.” Ms. Wynn admits that NewCo was a predecessor to Wynn
13 Resorts. Except as expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to
14 the truth of the allegations of paragraph 34, and on that basis denies those allegations.

15 35. Ms. Wynn avers that the April 2002 Stockholders Agreement speaks for itself, and
16 denies any allegation inconsistent with that agreement.

17 36. Ms. Wynn avers that the April 2002 Stockholders Agreement speaks for itself and
18 that the quoted excerpts of that agreement have been taken out of context, and denies any allegation
19 inconsistent with that agreement. Ms. Wynn avers that the January 2010 Stockholders Agreement
20 speaks for itself, and denies any allegation inconsistent with that agreement.

21 37. Ms. Wynn admits that the April 2002 Stockholders Agreement purported to establish
22 certain restrictions on the transfer of shares of Wynn Resorts common stock held by the parties to
23 that agreement. Ms. Wynn avers that Wynn Resorts share certificates speak for themselves, and
24 denies any allegation inconsistent with the share certificates. Except as expressly admitted, Ms.
25 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 37,
26 and on that basis denies those allegations.

27 38. Ms. Wynn denies that the Stockholders Agreement removed Aruze USA from the
28 purview of later-adopted redemption provisions in Wynn Resorts’ Articles of Incorporation. Ms.

1 Wynn avers that the April 2002 Stockholders Agreement speaks for itself, and denies any allegation
2 inconsistent with that agreement. Ms. Wynn further lacks information sufficient to form a belief as
3 to the truth of the remaining allegations of paragraph 38, and on that basis denies those allegations.

4 39. Ms. Wynn avers that the April 2002 Stockholders Agreement speaks for itself, and
5 denies any allegation inconsistent with that agreement. Ms. Wynn further lacks information
6 sufficient to form a belief as to the truth of the remaining allegations of paragraph 39, and on that
7 basis denies those allegations. In addition, the allegations contained in the last sentence of
8 paragraph 39 are legal conclusions which require no response. In the event those conclusions can be
9 deemed allegations of fact, Ms. Wynn denies the allegations of the last sentence of paragraph 39.

10 **C. Wynn Resorts' Original Articles of Incorporation**

11 40. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
12 allegations of paragraph 40, and on that basis denies those allegations.

13 41. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
14 allegations of paragraph 41, and on that basis denies those allegations.

15 **D. The Contribution Agreement**

16 42. On information and belief, Ms. Wynn admits that the Valvino interests were
17 converted to interests in the new Wynn Resorts entity, and that Aruze USA had contributed
18 approximately \$380 million for its Valvino interests. Except as expressly admitted, Ms. Wynn lacks
19 information sufficient to form a belief as to the truth of the allegations of paragraph 42, and on that
20 basis denies those allegations.

21 43. On information and belief, Ms. Wynn avers that Wynn Resorts' public filings
22 include a document that purports to be a Contribution Agreement among Mr. Wynn, Aruze, Baron
23 Asset Fund, Kenneth R. Wynn Family Trust, and Wynn Resorts, the contents of which speak for
24 itself. Except as expressly averred, Ms. Wynn lacks information sufficient to form a belief as to the
25 truth of the allegations of paragraph 43, and on that basis denies those allegations.

26 44. Ms. Wynn avers that the Contribution Agreement speaks for itself and denies any
27 allegation inconsistent with the Contribution Agreement. Except as expressly averred, Ms. Wynn
28

1 lacks information sufficient to form a belief as to the truth of the allegations in paragraph 44, and on
2 that basis denies those allegations.

3 **E. After Securing Aruze USA's Contribution, Steve Wynn Unilaterally Amends**
4 **the Articles of Incorporation**

5 45. Ms. Wynn admits that the Articles of Incorporation contain a provision that allows
6 Wynn Resorts to redeem stock under certain circumstances, and that Wynn Resorts and Mr. Wynn
7 applied that provision to Aruze's stock in 2012. On information and belief, Ms. Wynn denies that
8 Mr. Wynn added the redemption provision unilaterally without Aruze's consent. Except as
9 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
10 allegations of paragraph 45, and on that basis denies those allegations.

11 46. Ms. Wynn avers that the April 2002 Stockholders Agreement and the Contribution
12 Agreement speak for themselves, and denies any allegation inconsistent with those agreements. Ms.
13 Wynn lacks information sufficient to form a belief as to the truth of the additional allegations of
14 paragraph 46, and on that basis denies those allegations.

15 47. Ms. Wynn admits that the Articles of Incorporation of Wynn Resorts includes a
16 provision that provides for redemption of stock held by unsuitable persons. Ms. Wynn avers that the
17 Articles of Incorporation speaks for itself and denies any allegation inconsistent with the Articles.
18 On information and belief, Ms. Wynn denies that Mr. Wynn added the redemption provision
19 unilaterally without Aruze's consent. Except as expressly admitted, denied, or averred, Ms. Wynn
20 lacks information sufficient to form a belief as to the truth of the allegations of paragraph 47, and on
21 that basis denies those allegations.

22 48. Ms. Wynn avers that the April 2002 Stockholders Agreement and the Contribution
23 Agreement speak for themselves, and denies any allegation inconsistent with those agreements. The
24 remaining allegations of paragraph 48 are legal conclusions which require no response. To the
25 extent the remaining allegations can be deemed allegations of fact, Ms. Wynn denies them in part
26 because she lacks information sufficient to form a belief as to their truth.

27 49. Ms. Wynn avers that the Stockholders Agreement speaks for itself, and denies any
28 allegation inconsistent with that agreement. Ms. Wynn denies that she, Mr. Wynn, Wynn Resorts,

1 and Wynn Resorts' individual directors "improperly applied" the redemption provision to Aruze's
2 shares of Wynn Resorts stock in February 2012. Ms. Wynn also denies that by voting to redeem
3 Aruze's shares of Wynn Resorts stock, she and Mr. Wynn breached, and that Wynn Resorts and the
4 individual directors interfered with, the Stockholders Agreement. On information and belief, Ms.
5 Wynn denies that Aruze was not and could not have been aware that the redemption provision could
6 potentially be applied to Aruze. Ms. Wynn further denies the other allegations of paragraph 49, in
7 part because she lacks information sufficient to form a belief as to their truth.

8 50. Ms. Wynn admits that in February 2012, Wynn Resorts redeemed Aruze's stock for a
9 note of approximately \$1.936 billion, which reflected a discount of around 30% to the trading price.
10 The remainder of the allegations contained in paragraph 50 are legal conclusions which require no
11 response, and in the event they can be deemed allegations of fact, Ms. Wynn denies them.

12 **F. Wynn Resorts Goes Public**

13 51. Ms. Wynn admits that Mr. Okada became a board member of Wynn Resorts in
14 October 2002. Ms. Wynn admits that the LLC interests of Valvino were contributed to Wynn
15 Resorts in September 2002. Except as expressly admitted, Ms. Wynn lacks information sufficient to
16 form a belief as to the truth of the allegations of paragraph 51, and on that basis denies those
17 allegations.

18 52. On information and belief, Ms. Wynn admits that on October 25, 2002, Wynn
19 Resorts conducted an initial public offering on NASDAQ at \$13 per share, and that shortly
20 thereafter, Mr. Okada became Vice Chairman of Wynn Resorts' Board of Directors. On
21 information and belief, Ms. Wynn further admits that Aruze made an additional investment in or
22 provided further funding to Wynn Resorts. Except as expressly admitted, Ms. Wynn lacks
23 information sufficient to form a belief as to the truth of the allegations of paragraph 52, and on that
24 basis denies those allegations.

25 53. Ms. Wynn admits that Wynn Las Vegas, Wynn Macau, Encore Las Vegas, and
26 Encore Macau have been successful. On information and belief, Ms. Wynn admits that Mr. Okada
27 has contributed financially to the casinos' success. Except as expressly admitted, Ms. Wynn lacks
28

1 information sufficient to form a belief as to the truth of the allegations of paragraph 53, and on that
2 basis denies those allegations.

3 54. Ms. Wynn admits the allegations of paragraph 54.

4 **G. The Close and Trusting Relationship of Steve Wynn and Kazuo Okada**

5 55. On information and belief, Ms. Wynn admits that Mr. Wynn considered Mr. Okada a
6 close friend and a partner. Except as expressly admitted, Ms. Wynn lacks information sufficient to
7 form a belief as to the truth of the allegations of paragraph 55, and on that basis denies those
8 allegations.

9 56. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
10 allegations of paragraph 56, and on that basis denies those allegations.

11 57. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
12 allegations of paragraph 57, and on that basis denies those allegations.

13 58. On information and belief, Ms. Wynn avers that, in 2006, Mr. Wynn asked Mr.
14 Okada and Aruze to enter into an Amendment to the April 2002 Stockholders Agreement. Ms.
15 Wynn avers that the Amendment dated November 8, 2006 ("2006 Amendment") speaks for itself,
16 and denies any allegation inconsistent with that amendment. Except as expressly averred, Ms.
17 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 58,
18 and on that basis denies those allegations.

19 59. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
20 allegations of paragraph 59, and on that basis denies those allegations.

21 **II. Universal Discloses and Ultimately Pursues Foreign Development Projects**

22 **A. In 2007, Universal Fully Discloses to Wynn Resorts Its Interest In Pursuing a**
23 **Casino Project in the Philippines**

24 60. On information and belief, Ms. Wynn avers that Mr. Okada has been involved with
25 business efforts in the Philippines since around 2008. Except as expressly averred, Ms. Wynn lacks
26 information sufficient to form a belief as to the truth of the allegations of paragraph 60, and on that
27 basis denies those allegations.
28

1 61. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
2 allegations of paragraph 61, and on that basis denies those allegations.

3 62. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
4 allegations of paragraph 62, and on that basis denies those allegations.

5 63. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
6 allegations of paragraph 63, and on that basis denies those allegations.

7 64. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
8 allegations of paragraph 64, and on that basis denies those allegations.

9 65. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
10 allegations of paragraph 65, and on that basis denies those allegations.

11 66. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
12 allegations of paragraph 66, and on that basis denies those allegations.

13 67. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
14 allegations of paragraph 67, and on that basis denies those allegations.

15 **B. With the Blessing of Wynn Resorts, Universal Commits Significant Funds and**
16 **Energy to the Philippine Project**

17 68. On information and belief, Ms. Wynn admits that Universal and/or its affiliates went
18 about acquiring land in the Philippines for a planned casino. Except as expressly admitted, Ms.
19 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 68,
20 and on that basis denies those allegations.

21 69. On information and belief, Ms. Wynn admits that an entity or entities affiliated with
22 Universal or Mr. Okada purchased land near Manila Bay. On information and belief, Ms. Wynn
23 denies that Universal complied with the laws of the Philippines regarding citizenship for
24 landholding. Except as expressly admitted, Ms. Wynn lacks information sufficient to form a belief
25 as to the truth of the allegations of paragraph 69, and on that basis denies those allegations.

26 70. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
27 allegations of paragraph 70, and on that basis denies those allegations.
28

1 **C. Steve Wynn and Elaine Wynn Divorce**

2 71. Ms. Wynn admits that she and Mr. Wynn began divorce proceedings in March 2009.
3 Ms. Wynn admits that by early 2010, Ms. Wynn and Mr. Wynn had reached an agreement regarding
4 division of their community assets, including the Wynn Resorts stock then held in Mr. Wynn's
5 name. On information and belief, Ms. Wynn admits that Aruze was Wynn Resorts' largest
6 shareholder after the division of assets between Mr. Wynn and Ms. Wynn. Except as expressly
7 admitted, Ms. Wynn denies the allegations of paragraph 71, in part because she lacks information
8 sufficient to form a belief as to the truth of the allegations.

9 72. Ms. Wynn admits that she, Mr. Wynn, and Aruze entered into the January 2010
10 Stockholders Agreement. Ms. Wynn avers that the January 2010 Stockholders Agreement speaks
11 for itself, and denies any allegation inconsistent with that agreement. Except as expressly admitted
12 or averred, Ms. Wynn denies the allegations in paragraph 72, because she lacks information
13 sufficient to form a belief as to the truth of the allegations.

14 73. Ms. Wynn avers that the January 2010 Stockholders Agreement speaks for itself, and
15 denies any allegation inconsistent with that agreement. Except as expressly averred, Ms. Wynn
16 denies the allegations of paragraph 73, because she lacks information sufficient to form a belief as to
17 the truth of the allegations.

18 74. Ms. Wynn avers that the January 2010 Stockholders Agreement speaks for itself, and
19 denies any allegation inconsistent with that agreement. Except as expressly averred, Ms. Wynn
20 denies the allegations of paragraph 74, because she lacks information sufficient to form a belief as to
21 the truth of the allegations.

22 75. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
23 allegations of paragraph 75, and on that basis denies those allegations.

24 **D. Steve Wynn and Kazuo Okada Visit the Philippines in 2010, as Wynn Resorts**
25 **Considers Involvement with the Philippine Project**

26 76. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
27 allegations of paragraph 76, and on that basis denies those allegations.
28

1 77. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
2 allegations of paragraph 77, and on that basis denies those allegations.

3 78. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
4 allegations of paragraph 78, and on that basis denies those allegations.

5 **E. Over Kazuo Okada's Objection, Wynn Resorts Makes an Unprecedented \$135**
6 **Million Donation for Wynn Macau**

7 79. Ms. Wynn denies that the duration of Wynn Resorts' donation to Macau is
8 "suspiciou[s]." On information and belief, Ms. Wynn admits the other allegations of paragraph 79.

9 80. Ms. Wynn admits that Mr. Okada, in his capacity as a Wynn Resorts director, voted
10 against the donation to the University of Macau Development Foundation. Ms. Wynn admits that
11 Mr. Okada raised objections to the size and the term of the donation. Except as expressly admitted,
12 Ms. Wynn denies the allegations of paragraph 80.

13 81. Ms. Wynn lacks information sufficient to form a belief as to the truth of and therefore
14 denies the allegation that the alleged fact is "[n]otabl[e]," and avers that she believes she was
15 unaware of the alleged fact at the time. Ms. Wynn admits that the head of Macau's government is
16 also the chancellor of the University of Macau. Ms. Wynn lacks sufficient information to form a
17 belief as to whether that individual has "ultimate oversight of gaming matters," and therefore denies
18 that allegation. Ms. Wynn avers that Wynn Resorts' SEC filings speak for themselves and deny any
19 allegation regarding the contents of those filings that is inconsistent with the filings themselves.
20 Except as expressly admitted and averred, Ms. Wynn lacks information sufficient to form a belief as
21 to the truth of the allegations of paragraph 81, and on that basis denies those allegations.

22 82. Ms. Wynn admits that Wynn Resorts received a legal opinion that sanctioned the
23 donation to the University of Macau Development Foundation. Except as expressly admitted, Ms.
24 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 82,
25 and on that basis denies those allegations.

26 83. On information and belief, Ms. Wynn admits that Wynn Resorts has received a letter
27 from the Securities Exchange Commission regarding its Macau donation and that the SEC has made
28 inquiries. On information and belief, Ms. Wynn avers that a regional office of the SEC has notified

1 Wynn Resorts that the investigation had been completed with the office not intending to recommend
2 any enforcement action against Wynn Resorts. Except as expressly admitted, Ms. Wynn lacks
3 information sufficient to form a belief as to the truth of the allegations of paragraph 83, and on that
4 basis denies those allegations.

5 **F. Steve Wynn and Kimmarie Sinatra Fraudulently Promise Kazuo Okada**
6 **Financing for the Philippine Project**

7 84. Ms. Wynn admits that Mr. Wynn married his current wife in or around April 2011.
8 On information and belief, Ms. Wynn avers that Mr. Wynn contacted Mr. Okada regarding a
9 potential sale of Ms. Wynn's stock. Except as expressly admitted or averred, Ms. Wynn lacks
10 information sufficient to form a belief as to the truth of the allegations of paragraph 84, and on that
11 basis denies those allegations.

12 85. On information and belief, Ms. Wynn admits that, sometime in 2011, Mr. Wynn
13 asked Mr. Okada to consent to a transfer of Ms. Wynn's shares. Except as expressly admitted, Ms.
14 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 85,
15 and on that basis denies those allegations.

16 86. On information and belief, Ms. Wynn admits that Mr. Okada was amenable to
17 allowing Ms. Wynn to transfer her stock. Except as expressly admitted, Ms. Wynn lacks
18 information sufficient to form a belief as to the truth of the allegations of paragraph 86, and on that
19 basis denies those allegations.

20 87. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
21 allegations of paragraph 87, and on that basis denies those allegations.

22 88. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
23 allegations of paragraph 88, and on that basis denies those allegations.

24 89. Ms. Wynn denies the allegations of paragraph 89, in part because she lacks
25 information sufficient to form a belief as to their truth.

26 90. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
27 allegations of paragraph 90, and on that basis denies those allegations.
28

1 91. On information and belief, Ms. Wynn admits that Mr. Okada signed a waiver and
2 consent granting her the option to transfer her stock. Except as expressly admitted, Ms. Wynn lacks
3 information sufficient to form a belief as to the truth of the allegations of paragraph 91, and on that
4 basis denies those allegations.

5 92. On information and belief, Ms. Wynn admits that Mr. Okada signed a waiver and
6 consent granting her the option to transfer her stock. Except as expressly admitted, Ms. Wynn lacks
7 information sufficient to form a belief as to the truth of the allegations of paragraph 92, and on that
8 basis denies those allegations.

9 93. Ms. Wynn admits that Wynn Resorts has SOX compliance policies. Except as
10 expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the
11 allegations of paragraph 93, and on that basis denies those allegations.

12 94. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
13 allegations of paragraph 94, and on that basis denies those allegations.

14 95. On information and belief, Ms. Wynn admits that Aruze stated that it would allow
15 her to transfer her shares. Except as expressly admitted, Ms. Wynn lacks information sufficient to
16 form a belief as to the truth of the allegations of paragraph 95, and on that basis denies those
17 allegations.

18 96. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
19 allegations of paragraph 96, and on that basis denies those allegations.

20 97. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
21 allegations of paragraph 97, and on that basis denies those allegations.

22 98. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
23 allegations of paragraph 98, and on that basis denies those allegations.

24 99. Ms. Wynn admits that Bob Miller is a member of Wynn Resorts' Compliance
25 Committee. Except as expressly admitted, Ms. Wynn denies the allegations of paragraph 99, in part
26 because she lacks information sufficient to form a belief as to the truth of the allegations of
27 paragraph 99.

28

1 **G. The Chair of Universal's and Aruze Gaming America's Compliance**
2 **Committee Resigns**

3 100. Ms. Wynn admits that Mr. Schreck has a long-standing relationship with Mr. Wynn
4 and acted as a lawyer for Mr. Wynn or Wynn Resorts, that Mr. Schreck worked for Mr. Okada
5 and/or entities affiliated with Mr. Okada, and that Mr. Schreck eventually left his position with Mr.
6 Okada. Except as expressly admitted, Ms. Wynn lacks information sufficient to form a belief as to
7 the truth of the allegations of paragraph 100, and on that basis denies those allegations.

8 101. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
9 allegations of paragraph 101, and on that basis denies those allegations.

10 102. Ms. Wynn admits that Mr. Schreck's law firm acted as counsel for Wynn Resorts in
11 the Nevada state court action regarding Mr. Okada's document inspection demand. Except as
12 expressly admitted, Ms. Wynn denies the allegations of paragraph 102, in part because she lacks
13 information sufficient to form a belief as to the truth of those allegations.

14 **III. Steve Wynn Directs Wynn Resorts to Conduct a Pretextual Investigation for the**
15 **Purpose of Redeeming Aruze USA's Shares**

16 **A. Wynn Resorts Seeks Kazuo Okada's Resignation and Threatens Redemption in**
17 **an Attempt to Secure a Personal Benefit for Steve Wynn**

18 103. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
19 allegations of paragraph 103, and on that basis denies those allegations.

20 104. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
21 allegations of paragraph 104, and on that basis denies those allegations.

22 105. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
23 allegations of paragraph 105, and on that basis denies those allegations.

24 106. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
25 allegations of paragraph 106, and on that basis denies those allegations.

26 107. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
27 allegations of paragraph 107, and on that basis denies those allegations.

28

1 108. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
2 allegations of paragraph 108, and on that basis denies those allegations.

3 109. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
4 allegations of paragraph 109, and on that basis denies those allegations.

5 110. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
6 allegations of paragraph 110, and on that basis denies those allegations.

7 **B. Steve Wynn and Kim Sinatra Try to Intimidate and Threaten Kazuo Okada,**
8 **While Hiding Supposed Evidence of Wrongdoing**

9 111. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
10 allegations of paragraph 111, and on that basis denies those allegations.

11 112. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
12 allegations of paragraph 112, and on that basis denies those allegations.

13 113. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
14 allegations of paragraph 113, and on that basis denies those allegations.

15 114. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
16 allegations of paragraph 114, and on that basis denies those allegations.

17 115. Ms. Wynn lacks information sufficient to form a belief as to what “characterizations”
18 Mr. Wynn made, and on that basis denies that allegation. On information and belief, Ms. Wynn
19 denies the additional allegations of paragraph 115.

20 116. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
21 allegations of paragraph 116, and on that basis denies those allegations.

22 117. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
23 allegations of paragraph 117, and on that basis denies those allegations.

24 **C. A Letter From Steve Wynn’s Outside Lawyer Confirms that, While Wynn**
25 **Resorts Had Already Determined the Outcome, a Pretextual “Investigation”**
26 **Was Only Just Starting**

27 118. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
28 allegations of paragraph 118, and on that basis denies those allegations.

1 119. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
2 allegations of paragraph 119, and on that basis denies those allegations.

3 **D. Wynn Resorts Refuses to Allow Kazuo Okada and Aruze USA to Review Any**
4 **Supposed "Evidence"**

5 120. Ms. Wynn denies the allegations of paragraph 120, in part because Ms. Wynn lacks
6 information sufficient to form a belief as to the truth of the allegations.

7 **E. The Board Summarily Removes Kazuo Okada As Vice-Chairman**

8 121. Ms. Wynn admits that Mr. Miller and/or others made an oral presentation regarding
9 Mr. Okada's activities at a meeting on or around November 1, 2011. Ms. Wynn avers that Mr.
10 Okada participated in the meeting. Except as expressly admitted or averred, Ms. Wynn lacks
11 information sufficient to form a belief as to the truth of the allegations of paragraph 121, and on that
12 basis denies those allegations.

13 122. Ms. Wynn admits that the Compliance Committee retained Freeh Sporkin &
14 Sullivan LLP ("Free Sporkin") to conduct an investigation with respect to Mr. Okada's activities
15 overseas. Ms. Wynn admits that the Board voted to eliminate the position of Vice Chairman and
16 accepted the Compliance Committee's retention of Freeh Sporkin. Except as expressly admitted,
17 Ms. Wynn denies the allegations of paragraph 122.

18 **F. Kazuo Okada Seeks More Information Regarding Wynn Macau**

19 123. On information and belief, Ms. Wynn admits that Mr. Okada has filed an action in
20 Nevada state court to seek access to Wynn Resort's records. Ms. Wynn denies that any actions by
21 the Board were "highly suspicious." Except as expressly admitted or denied, Ms. Wynn lacks
22 information sufficient to form a belief as to the truth of the allegations of paragraph 123, and on that
23 basis denies those allegations.

24 **G. Aruze USA Nominates Directors, But Steve Wynn Refuses to Endorse Them**
25 **Despite His Obligation to Do So**

26 124. Ms. Wynn denies the allegation that Mr. Wynn "refused" Aruze's request to endorse
27 its slate of directors, but avers on information and belief that written communications in response to
28 Aruze declined to take a position on the slate and said the subject would be addressed later; she

1 further avers that Mr. Wynn indicated at the time behind the scenes that he had no intention of
2 supporting the Aruze slate and did not endorse it. Except as expressly denied or averred, Ms. Wynn
3 admits the allegations of paragraph 124.

4 **H. The Freeh Investigation Proceeds Without Seeking Any Input From Kazuo**
5 **Okada**

6 125. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
7 allegations of paragraph 125, and on that basis denies those allegations.

8 126. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
9 allegations of paragraph 126, and on that basis denies those allegations.

10 127. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
11 allegations of paragraph 127, and on that basis denies those allegations.

12 128. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
13 allegations of paragraph 128, and on that basis denies those allegations.

14 **I. Freeh Sporkin Refuses to Provide Meaningful Information Regarding the**
15 **Investigation to Kazuo Okada**

16 129. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
17 allegations of paragraph 129, and on that basis denies those allegations.

18 130. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
19 allegations of paragraph 130, and on that basis denies those allegations.

20 131. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
21 allegations of paragraph 131, and on that basis denies those allegations.

22 **J. Kazuo Okada Voluntarily Sits For A Full-Day Interview With Freeh Sporkin**

23 132. On information and belief, Ms. Wynn admits that Mr. Okada sat for an interview
24 with Mr. Freeh on February 15, 2012. Except as expressly admitted, Ms. Wynn lacks information
25 sufficient to form a belief as to the truth of the allegations of paragraph 132, and on that basis denies
26 those allegations.

27 133. On information and belief, Ms. Wynn admits that Mr. Freeh asked Mr. Okada about
28 expenses paid by Universal and/or its agents or affiliates for lodging and meals at Wynn Resorts

1 properties, and about compliance with Philippine landownership requirements. Except as expressly
2 admitted, Ms. Wynn lacks information sufficient to form a belief as to the truth of the allegations of
3 paragraph 133, and on that basis denies those allegations.

4 134. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
5 allegations of paragraph 134, and on that basis denies those allegations.

6 **K. Wynn Resorts Allows No Opportunity for A Reasonable Response**

7 135. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
8 allegations of paragraph 135, and on that basis denies those allegations.

9 136. Ms. Wynn avers that the Second Amended Complaint filed by Wynn Resorts speaks
10 for itself and denies any allegation inconsistent with the Second Amended Complaint.

11 137. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
12 allegations of paragraph 137, and on that basis denies those allegations.

13 138. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
14 allegations of paragraph 138, and on that basis denies those allegations.

15 139. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
16 allegations of paragraph 139, and on that basis denies those allegations.

17 140. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
18 allegations of paragraph 140, and on that basis denies those allegations.

19 141. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
20 allegations of paragraph 141, and on that basis denies those allegations.

21 142. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
22 allegations of paragraph 142, and on that basis denies those allegations.

23 143. Ms. Wynn admits that the Board voted to redeem Aruze's shares, at a valuation that
24 reflected a discount to the trading price, on the day the directors received the Freeh Sporkin report.
25 Except as expressly admitted, Ms. Wynn denies the allegations of paragraph 143, in part because
26 she lacks information sufficient to form a belief as to their truth.

27 144. Ms. Wynn denies the allegations of paragraph 144, in part because she lacks
28 information sufficient to form a belief as to their truth.

1 **L. Steve Wynn Hurriedly Schedules Board of Directors Meeting**

2 145. Ms. Wynn admits that a board meeting of Wynn Resorts took place on Saturday,
3 February 18, 2012, and that the Freeh Sporkin report was on the agenda. On information and belief,
4 Ms. Wynn admits that Freeh Sporkin interviewed Mr. Okada on February 15, 2012. Except as
5 expressly admitted, Ms. Wynn denies the allegations of paragraph 145, in part because she lacks
6 information sufficient to form a belief as to their truth.

7 **M. Steve Wynn Tries to Use the Threat of Redemption to Buy Aruze USA's Stock**
8 **at a Substantial Discount**

9 146. Ms. Wynn admits that Wynn Resorts redeemed Aruze's shares of Wynn Resorts
10 stock at a valuation that reflected a discount to the trading price. Except as expressly admitted, Ms.
11 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 146,
12 and on that basis denies those allegations.

13 147. On information and belief, Ms. Wynn avers that Mr. Doumani had invested in one of
14 Mr. Wynn's properties, and that Mr. Wynn had expressed concern about Mr. Doumani's association
15 with certain individuals. Except as expressly averred, Ms. Wynn denies the allegations of paragraph
16 147, in part because she lacks information sufficient to form a belief as to their truth.

17 **IV. Wynn Resorts' Unfounded and Unprecedented Redemption of More Than \$2.9 Billion**
18 **of Aruze USA's Shares**

19 **A. Wynn Resorts Publicly Asserts That the Value of Aruze USA's Stock Is \$2.9**
20 **Billion**

21 148. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
22 allegations of paragraph 148, and on that basis denies those allegations.

23 149. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
24 allegations of paragraph 149, and on that basis denies those allegations.

25 **B. The Board Hurriedly Meets and Rushes to Redeem Aruze USA's Stock**

26 150. Ms. Wynn avers that Mr. Okada's counsel purportedly sent a letter dated February
27 17, 2012 to a representative of Wynn Resorts. Ms. Wynn avers that the letter speaks for itself and
28 denies any allegation inconsistent with the letter.

1 151. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
2 allegations of paragraph 151, and on that basis denies those allegations.

3 152. Ms. Wynn admits that Mr. Wynn yelled at Mr. Okada's counsel when he introduced
4 himself. Ms. Wynn admits that Mr. Wynn said that Mr. Okada's counsel should not be present. Ms.
5 Wynn admits that Mr. Okada was told that he needed to enter into a nondisclosure agreement in
6 order to receive a copy of the Freeh Sporkin report. Ms. Wynn admits that Mr. Okada did not agree
7 to enter into a nondisclosure agreement. Except as expressly admitted, Ms. Wynn denies the
8 allegations of paragraph 152, in part because she lacks information sufficient to form a belief as to
9 their truth.

10 153. On information and belief, Ms. Wynn admits that a copy of the Freeh Sporkin report
11 is attached to Wynn Resorts' Complaint. Except as expressly admitted, Ms. Wynn lacks
12 information sufficient to form a belief as to the truth of the allegations of paragraph 153, and on that
13 basis denies those allegations.

14 154. Ms. Wynn admits that there were translation problems during the Board meeting.
15 Ms. Wynn admits that Mr. Okada requested that the translation be provided sequentially rather than
16 simultaneously, and that the request was denied. Except as expressly admitted, Ms. Wynn lacks
17 information sufficient to form a belief as to the truth of the allegations of paragraph 154, and on that
18 basis denies those allegations.

19 155. Ms. Wynn admits that Mr. Freeh made a presentation in English. Ms. Wynn admits
20 that after Mr. Freeh completed his presentation, the Board asked if Mr. Okada had any questions.
21 Ms. Wynn admits that Mr. Okada asked the Board to delay making any resolutions. Except as
22 expressly admitted, Ms. Wynn denies the allegations of paragraph 155, in part because she lacks
23 information sufficient to form a belief as to their truth.

24 156. Ms. Wynn avers that there were technical difficulties during the Board meeting. Ms.
25 Wynn admits that the connection with Mr. Okada was lost at some point during the meeting, and
26 that no other contact was made with Mr. Okada. Except as expressly admitted or averred, Ms.
27 Wynn denies the allegations of paragraph 156, in part because she lacks information sufficient to
28 form a belief as to their truth.

1 157. Ms. Wynn admits that Wynn Resorts gave Aruze notice that Aruze's stock was
2 redeemed for a note of approximately \$1.936 billion, which reflected a discount of around 30% to
3 the trading price. Except as expressly admitted, Ms. Wynn lacks information sufficient to form a
4 belief as to the truth of the allegations of paragraph 157, and on that basis denies those allegations.

5 158. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
6 allegations of paragraph 158, and on that basis denies those allegations.

7 159. Ms. Wynn admits that Wynn Resorts filed a complaint that attached a copy of the
8 report without exhibits but is without information sufficient to form a belief about the timing and
9 form of the filing and on that basis denies those allegations of paragraph 159.

10 160. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
11 allegations of paragraph 160, and on that basis denies those allegations.

12 **C. Aruze USA Disputes That Redemption Has Occurred**

13 161. Ms. Wynn admits that the redemption has taken place, and that Wynn Resorts has so
14 stated. Ms. Wynn admits that Aruze disputes the validity of the redemption. Except as expressly
15 admitted, Ms. Wynn denies the allegations of paragraph 161.

16 **D. The Board Redeems on False Premises**

17 162. Ms. Wynn avers that Aruze is bound by the redemption provision, and admits that
18 Aruze disputes that it is bound by the redemption provision. Ms. Wynn avers that the Articles of
19 Incorporation speak for themselves, and denies any allegation inconsistent with the Articles of
20 Incorporation.

21 163. Ms. Wynn avers that the Articles of Incorporation speak for themselves, and denies
22 any allegation inconsistent with the Articles of Incorporation. On information and belief, Ms. Wynn
23 admits that Aruze had been found previously to be "suitable" by the Nevada Gaming Commission
24 as a shareholder of Wynn Resorts and that she did not understand the redemption to be based on a
25 finding of unsuitability by a gaming authority. Except as expressly admitted, Ms. Wynn lacks
26 information sufficient to form a belief as to the truth of the allegations of paragraph 163, and denies
27 the allegations on that basis.

28

1 164. Ms. Wynn avers that the Articles of Incorporation speak for themselves, and denies
2 any allegation inconsistent with the Articles of Incorporation. On information and belief, Ms. Wynn
3 admits that Wynn Resorts and its affiliates have not lost, and have not been threatened by a gaming
4 authority with the loss of, a gaming license, and that she did not understand the redemption to be
5 based on such a loss or threatened loss. Except as expressly admitted, Ms. Wynn lacks information
6 sufficient to form a belief as to the truth of the allegations of paragraph 164, and denies the
7 allegations on that basis.

8 165. Ms. Wynn avers that the Articles of Incorporation speak for themselves, and denies
9 any allegation inconsistent with the Articles of Incorporation. Except as expressly averred, Ms.
10 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 165,
11 and denies those allegations on that basis.

12 166. Ms. Wynn denies the allegations of paragraph 166, in part because she lacks
13 information sufficient to form a belief as to their truth.

14 E. **Even if Aruze USA Were Subject to the Redemption Provision (Which it is not),**
15 **the Wynn Parties are Still Liable for Breaching and/or Tortiously Interfering**
with the Stockholders Agreement and Amended Stockholders Agreement

16 167. Ms. Wynn avers that the April 2002 Stockholders Agreement and the January 2010
17 Stockholders Agreement speak for themselves, and denies any allegation inconsistent with those
18 agreements. Ms. Wynn avers that the Articles of Incorporation speak for themselves, and denies
19 any allegation inconsistent with the Articles of Incorporation. On information and belief, Ms. Wynn
20 denies that Mr. Wynn unilaterally amended the Articles of Incorporation without Aruze's consent.
21 Except as expressly averred or otherwise denied, Ms. Wynn denies the remaining allegations of
22 paragraph 167.

23 F. **Even if Aruze USA Was Subject to the Redemption Provision (Which it is Not),**
24 **the Unilateral Blanket 30% Discount that Wynn Resorts Applied to the Stock**
25 **Is Erroneous and the Promissory Note is Unconscionably Vague, Ambiguous,**
and Oppressive

26 168. Ms. Wynn admits that Wynn Resorts issued a promissory note in the amount of
27 approximately \$1.9 billion. On information and belief, Ms. Wynn admits that the price reflected an
28 approximately 30% discount to the trading price of Wynn Resorts stock on NASDAQ at or around

1 the time of the redemption. On information and belief, Ms. Wynn admits that Wynn Resorts issued
2 a press release on February 19, 2011 regarding the redemption. Ms. Wynn avers that the press
3 release speaks for itself, and denies any allegation inconsistent with the press release. Ms. Wynn
4 denies that the Stockholders Agreement precludes the redemption of Aruze's stock. Ms. Wynn
5 denies that she and Mr. Wynn breached the Stockholders Agreement by voting to redeem Aruze's
6 shares of Wynn Resorts stock. Ms. Wynn admits that some of the purported contractual transfer
7 restrictions could be found to constitute unreasonable restraints on alienability. Ms. Wynn denies
8 that contractual transfer restrictions could not "legitimately impact" the value of Aruze's shares at
9 the time the redemption occurred. Except as expressly admitted, averred, or otherwise denied, Ms.
10 Wynn lacks information sufficient to form a belief as to the truth of the allegations of paragraph 168,
11 and denies those allegations on that basis.

12 169. Ms. Wynn avers that the press release speaks for itself, and denies any allegation
13 inconsistent with the press release. On information and belief, Ms. Wynn denies that Mr. Wynn
14 unilaterally added the redemption provision to the Articles of Incorporation without Aruze's
15 consent. Except as expressly averred or denied, Ms. Wynn lacks information sufficient to form a
16 belief as to the truth of the allegations of paragraph 169, and on that basis denies those allegations.

17 170. Ms. Wynn admits that the Board of Wynn Resorts considered a valuation opinion
18 from Moelis & Company. Ms. Wynn admits that Moelis & Company had done business with Wynn
19 Resorts in the past. Except as expressly admitted, Ms. Wynn denies the allegations of paragraph
20 170.

21 171. Ms. Wynn admits that Mr. Wynn has a long-standing professional relationship with
22 Mr. Moelis. Except as expressly admitted, Ms. Wynn denies the allegations of paragraph 171, in
23 part because she lacks information sufficient to form a belief as to their truth.

24 172. On information and belief, Ms. Wynn admits that Moelis & Company opined that a
25 30% discount was appropriate. Ms. Wynn avers that the Stockholders Agreement speaks for itself,
26 and denies any allegation inconsistent with the Stockholders Agreement. Except as expressly
27 admitted or averred, Ms. Wynn denies the allegations of paragraph 172, in part because she lacks
28 information sufficient to form a belief as to their truth.

1 173. Ms. Wynn admits that the \$1.936 billion promissory note issued to Aruze bears 2%
2 interest per annum and is subordinate to other Wynn Resorts debt obligations as set forth in the
3 promissory note. Ms. Wynn avers that the promissory note speaks for itself and denies any
4 allegation inconsistent with the promissory note. Ms. Wynn avers that the Articles of Incorporation
5 speak for themselves, and denies any allegation inconsistent with the Articles of Incorporation. Ms.
6 Wynn admits that Wynn Resorts issued notes in March 2012 with principal amount of
7 approximately \$900 million and bearing interest at 5.375%. Ms. Wynn avers that Mr. Okada did not
8 participate in the Board's discussion of the terms of the promissory note during the Board meeting
9 of February 18, 2012. Except as expressly admitted or averred, Ms. Wynn denies the allegations of
10 paragraph 173, in part because she lacks information sufficient to form a belief as to their truth.

11 **G. The Timing of the Redemption Demonstrates that Wynn Resorts Redeemed**
12 **Aruze USA's Shares Based on Material, Non-Public Information that Was Not**
13 **Incorporated Into the Redemption Price**

14 174. On information and belief, Ms. Wynn admits the allegations of paragraph 174.

15 175. Ms. Wynn avers that the Form 8-K speaks for itself and denies any allegation
16 inconsistent with that document.

17 176. Ms. Wynn lacks information sufficient to form a belief as to the truth of the
18 allegations of paragraph 176, and denies those allegations on that basis.

19 177. Ms. Wynn avers that the Form 8-K speaks for itself and denies any allegation
20 inconsistent with that document.

21 178. Ms. Wynn denies the allegations of paragraph 177, in part because she lacks
22 information sufficient to form a belief as to their truth.

23 **CLAIMS FOR RELIEF**

24 **COUNT I**

25 **Declaratory Relief**

26 **(By Aruze USA and Universal Against Wynn Resorts and the Wynn Directors)**

27 179. Ms. Wynn reasserts her responses to paragraphs 4 through 178 above, as if fully set
28 forth below.

1 180. Ms. Wynn admits that Aruze and Universal are purportedly seeking a judicial
2 declaration. Ms. Wynn denies that the declaration Aruze and Universal seek is appropriate. Except
3 as expressly admitted, Ms. Wynn denies the allegations of paragraph 180.

4 181. Ms. Wynn admits that Aruze and Universal are purportedly seeking a judicial
5 declaration. Ms. Wynn denies that the declaration Aruze and Universal seek is appropriate. Except
6 as expressly admitted, Ms. Wynn denies the allegations of paragraph 181.

7 182. Ms. Wynn admits that Aruze and Universal are purportedly seeking a judicial
8 declaration. Ms. Wynn denies that the declaration Aruze and Universal seek is appropriate. Except
9 as expressly admitted, Ms. Wynn denies the allegations of paragraph 182.

10 183. Ms. Wynn admits that Aruze and Universal are purportedly seeking a judicial
11 declaration. Ms. Wynn denies that the declaration Aruze and Universal seek is appropriate. Except
12 as expressly admitted, Ms. Wynn denies the allegations of paragraph 183.

13 184. Ms. Wynn admits that Aruze and Universal are purportedly seeking a judicial
14 declaration. Ms. Wynn admits that the valuation opinion Mr. Moelis presented to the Board did not
15 consider whether the transfer restrictions were valid as to Aruze. Ms. Wynn denies that the
16 declaration Aruze and Universal seek is appropriate. Ms. Wynn denies that she and Mr. Wynn
17 breached the Stockholders Agreement by voting for the redemption of Aruze's shares of Wynn
18 Resorts stock. Except as expressly admitted and otherwise denied, Ms. Wynn denies the allegations
19 of paragraph 184, in part because she lacks information sufficient to form a belief as to their truth.

20 185. The allegations of paragraph 185 are legal conclusions that do not require a response.
21 In any event, Ms. Wynn denies those allegations to the extent they constitute allegations of fact, on
22 the ground that she lacks information sufficient to form a belief as to their truth.

23 186. Ms. Wynn admits that an actual controversy exists between the parties, and that the
24 dispute is ripe for adjudication. Ms. Wynn denies that Wynn Resorts acted unlawfully when it
25 redeemed Aruze's stock.

26 187. Ms. Wynn denies the allegations of paragraph 187.
27
28

COUNT II

Permanent Prohibitory Injunction

(By Aruze USA Against Wynn Resorts and the Wynn Directors)

188. Ms. Wynn reasserts her responses to paragraphs 4 through 178 above, as if fully set forth below.

189. Ms. Wynn admits that Aruze is purportedly seeking a permanent injunction. Except as expressly admitted, Ms. Wynn denies the allegations of paragraph 189.

190. Ms. Wynn denies the allegations of paragraph 190.

191. Ms. Wynn denies the allegations of paragraph 191.

192. Ms. Wynn denies the allegations of paragraph 192.

193. The allegations of paragraph 193 are legal conclusions that do not require a response. In any event, Ms. Wynn denies those allegations to the extent they constitute allegations of fact, on the ground that she lacks information sufficient to form a belief as to their truth.

194. Ms. Wynn denies the allegations of paragraph 194.

COUNT III

Permanent Mandatory Injunction

(By Aruze USA Against Wynn Resorts and the Wynn Directors)

195. Ms. Wynn reasserts her responses to paragraphs 4 through 178 above, as if fully set forth below.

196. Ms. Wynn admits that Aruze is purportedly seeking a permanent injunction. Except as expressly admitted, Ms. Wynn denies the allegations of paragraph 196.

197. Ms. Wynn denies the allegations of paragraph 197.

198. Ms. Wynn denies the allegations of paragraph 198.

199. Ms. Wynn denies the allegations of paragraph 199.

200. Ms. Wynn admits that Aruze is purportedly seeking damages. Except as expressly admitted, Ms. Wynn denies the allegations of paragraph 200.

COUNT VI

Breach of Fiduciary Duty

(By Aruze USA Against the Wynn Directors)

220. Ms. Wynn reasserts her responses to paragraphs 4 through 178 above, as if fully set forth below.

221. The allegations of paragraph 221 are legal conclusions that do not require a response.

222. The allegations of paragraph 222 are legal conclusions that do not require a response.

223. Ms. Wynn avers that the Articles of Incorporation speak for themselves, and denies any allegations inconsistent with the Articles of Incorporation.

224. Ms. Wynn denies the allegations of paragraph 224.

225. Ms. Wynn denies the allegations of paragraph 225.

226. Ms. Wynn denies the allegations of paragraph 226.

227. Ms. Wynn denies the allegations of paragraph 227.

228. Ms. Wynn denies the allegations of paragraph 228.

229. Ms. Wynn denies the allegations of paragraph 229.

230. Ms. Wynn denies the allegations of paragraph 230.

231. The allegations of paragraph 231 are legal conclusions that do not require a response.

In any event, Ms. Wynn denies those allegations to the extent they constitute allegations of fact, on the ground that she lacks information sufficient to form a belief as to their truth.

232. Ms. Wynn denies the allegations of paragraph 232.

AFFIRMATIVE DEFENSES

Ms. Wynn asserts the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Each of Counterclaimants' claims against Ms. Wynn fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Unclean Hands)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part due to their unclean hands, including but not limited to their conduct and the conduct of their affiliates in the Philippines and Korea.

THIRD AFFIRMATIVE DEFENSE

(Estoppel)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by the doctrine of estoppel.

FOURTH AFFIRMATIVE DEFENSE

(Laches)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

(Waiver)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by the doctrine of waiver.

SIXTH AFFIRMATIVE DEFENSE

(Election of Remedies)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by the doctrine of election of remedies, because *inter alia* Counterclaimants seek inconsistent remedies with respect to the Stockholders' Agreement.

SEVENTH AFFIRMATIVE DEFENSE

(Limitation on Liability)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part because Ms. Wynn's liability, if any, is limited by Wynn Resorts' Articles of Incorporation, Bylaws, and Nevada law, including N.R.S. § 78.138.

EIGHTH AFFIRMATIVE DEFENSE

(Authorization by Articles of Incorporation)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part because Ms. Wynn's actions are authorized by and comport with Wynn Resorts' Articles of Incorporation, Bylaws, and Nevada law.

NINTH AFFIRMATIVE DEFENSE

(Ratification)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part because Counterclaimants and Mr. Okada ratified the Counterdefendants' actions, including amendments to the Articles of the Incorporation.

TENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by the applicable statute(s) of limitations.

ELEVENTH AFFIRMATIVE DEFENSE

(Adequate Remedy at Law)

Counterclaimants' claims for injunctive relief against Ms. Wynn are barred in whole or in part by the availability of adequate remedies at law.

TWELFTH AFFIRMATIVE DEFENSE

(Consent)

Counterclaimants' claims are barred in whole or in part because Mr. Okada consented to the Counterdefendant's actions, including amendments to the Articles of Incorporation.

THIRTEENTH AFFIRMATIVE DEFENSE

(Privilege)

The alleged acts or omissions of Ms. Wynn that allegedly give rise to liability herein, if any such acts or omissions occurred, were legally privileged and cannot give rise to any liability on the part of Ms. Wynn.

FOURTEENTH AFFIRMATIVE DEFENSE

(Justification)

The alleged acts and omissions of Ms. Wynn that allegedly give rise to liability herein, if any such acts or omissions occurred, were legally justified and cannot give rise to any liability on the part of Ms. Wynn.

FIFTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part because they lack standing to assert some or all of their claims.

SIXTEENTH AFFIRMATIVE DEFENSE

(Release and Indemnification)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part because Counterclaimants are required under the Articles of Incorporation to indemnify and hold harmless Wynn Resorts for any losses, including attorney's fees, resulting from their conduct.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Contributory Negligence)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by their and Mr. Okada's own actions, omissions, negligence, and/or malfeasance.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Comparative Negligence)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part because Counterclaimants' damages, if any, were caused by Counterclaimants' and Mr. Okada's own negligence, and such negligence was greater than any negligence, which is expressly denied, on the part of Ms. Wynn.

NINETEENTH AFFIRMATIVE DEFENSE

(Res Judicata)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by the doctrine of res judicata.

TWENTIETH AFFIRMATIVE DEFENSE

(Collateral Estoppel)

Counterclaimants' claims against Ms. Wynn are barred in whole or in part by the doctrine of collateral estoppel.

RESERVATION

Ms. Wynn reserves the right to amend her answer to plead additional affirmative defenses as they become known and appropriate during the course of this litigation.

JURY DEMAND

Ms. Wynn demands trial by jury on all issues so triable.

WHEREFORE, Ms. Wynn prays that judgment be entered as follows:

1. that Counterclaimants take nothing from Ms. Wynn by virtue of their Fourth Amended Counterclaim;
2. that the Fourth Amended Counterclaim and each purported cause of action set forth therein against Ms. Wynn be dismissed with prejudice;
3. that Ms. Wynn be awarded her costs and reasonable attorney's fees incurred herein as allowed by law; and
4. for such further relief is deemed just and equitable.

SIXTH AMENDED COUNTERCLAIM AND CROSSCLAIM

I. Introduction

1. With these crossclaims, Elaine P. Wynn seeks a declaration that the January 2010 Stockholders Agreement, which purports to prohibit her from selling shares that she owns absent the permission of her ex-husband Stephen Wynn, is invalid and unenforceable as a matter of law. She also seeks damages for Mr. Wynn's breach of his obligations under the January 2010 Stockholders Agreement, including for his failure to support her renomination and reelection to the Board of Directors, and for Wynn Resorts' tortious interference with that contract. Furthermore, and in the alternative, to the extent that the January 2010 Stockholders Agreement is deemed valid and enforceable, Ms. Wynn seeks specific performance ordering Mr. Wynn to comply with his contractual obligations, as explicitly required by the January 2010 Stockholders Agreement.

2. Ms. Wynn raises these issues reluctantly: she had hoped, for the sake of her family and of the Company she helped to build, that the issues plaguing the operation of Wynn Resorts and the reckless risk-taking of its Chairman and CEO Mr. Wynn could be addressed through proper corporate processes and channels. They cannot be. Mr. Wynn has intentionally kept the Wynn Resorts Board in the dark with the deliberate help of his co-conspirator, Kimmie Sinatra, the General Counsel of the Company. He has engaged in reckless, risk-taking behavior, leaving himself vulnerable to allegations of serious wrongdoing – including allegations that he made a multi-million dollar payment and used Company resources in response to threats that neither he nor Ms. Sinatra properly disclosed to the Board of Directors. This and other such decisions have left the directors and the Company vulnerable to potential liability and regulatory exposure.

3. Every time Elaine Wynn sought information, as a director should, she confronted a "tone at the top" that punished inquiry, even by her, a major shareholder, director and co-founder of Wynn Resorts. Mr. Wynn operates the Company without the effective checks and balances that the law requires, beginning with independent and effective Board members. Ms. Wynn and her fellow Board members were intentionally provided either no information or misinformation by Mr. Wynn and Ms. Sinatra, a process that depended on the deficiencies in the internal controls and their intentional circumvention with regard to the decisions of the Chairman and CEO. Although

1 required by provisions in the January 2010 Stockholders Agreement obligating Mr. Wynn to
2 support Elaine Wynn's director candidacy, Mr. Wynn, with the active participation of and in
3 conspiracy with Ms. Sinatra, engineered Ms. Wynn's removal from the Board in retaliation for her
4 challenging their decisions and questioning their judgment. Among other actions, Mr. Wynn and
5 Ms. Sinatra, with the intentional assistance of others at Wynn Resorts, manufactured pretextual
6 reasons for ousting Ms. Wynn and engineered the scheme to reduce the size of the Board in order to
7 make it far easier for investors to vote against Ms. Wynn by simply voting the usual slate.

8 4. The ostensible purpose of the January 2010 Stockholders Agreement was to place
9 restrictions on the stock held by Mr. Okada (through his company, Aruze USA, Inc.) to preserve the
10 Wynn-Okada alliance and avoid the kind of takeover that the Wynns faced at the Mirage. Mr. Wynn
11 induced Ms. Wynn to sign the January 2010 Stockholders Agreement by a series of false
12 representations, both professional and personal, including that the purpose was to restrict Mr.
13 Okada, not her, and that she would serve on the Board for at least as long as the restrictions applied
14 so that she could protect her stock in the Company, which is Ms. Wynn's largest asset.

15 5. Now that the shares held by Mr. Okada's company have been redeemed, the
16 ostensible purpose of the January 2010 Stockholders Agreement has been frustrated. If the purpose
17 was indeed to impose limits on Mr. Okada, as Mr. Wynn and his counsel maintained, then there is
18 no legitimate basis for continuing to enforce the Agreement's restrictions on Ms. Wynn's shares.

19 6. As is now clear, Mr. Wynn is misusing the January 2010 Stockholders Agreement to
20 exert full and perpetual control over his former wife's life and legacy. A contract restricting
21 alienability in perpetuity is unreasonable and unlawful. In this case, Ms. Wynn's agreement was
22 also fraudulently induced. Ms. Wynn entered into the Agreement reasonably believing that Mr.
23 Wynn would of course provide for their family. Mr. Wynn actively promoted that impression and
24 misrepresented his intentions. Only later did Mr. Wynn share with his daughters through
25 conversations that they, and their families, should expect only Ms. Wynn to provide support and any
26 inheritance, and that he did not plan to include them in his will. At the same time as he has been
27 delivering this message to his daughters, Mr. Wynn has refused Ms. Wynn's requests to enter into
28 the kind of responsible joint estate planning that would provide a legacy for their family and also for

1 the community; if he has a will or other instrument that provides for his family, he has refused to
2 acknowledge it or reveal any of its terms so that Ms. Wynn can reasonably plan her own estate. By
3 refusing to allow Ms. Wynn to sell or transfer her stock, Mr. Wynn would force their daughters to
4 liquidate most of or all of Ms. Wynn's other assets to pay estate tax on stock that they cannot sell
5 either. In her own lifetime, Ms. Wynn, who is a committed philanthropist, is further denied the right
6 to spend what is hers in support of the causes she passionately believes in. To the extent that the
7 January 2010 Stockholders Agreement imposes restrictions on the sale of Ms. Wynn's shares, it is
8 unreasonable and constitutes an unenforceable, perpetual and unlawful restraint on alienability.

9 7. If the January 2010 Stockholders Agreement is found to have any continuing validity
10 (and it should not be), Mr. Wynn materially breached that Agreement. Ms. Wynn agreed to
11 restrictions on her stock to help her partner of 41 years and the father of her children maintain the
12 alliance with, and the restrictions on, Mr. Okada. Mr. Wynn in turn agreed that Ms. Wynn would be
13 able to oversee and protect her interests as a major investor and shareholder with a seat on the Board.
14 Among other things, Mr. Wynn was obligated to endorse and support Ms. Wynn's nomination and
15 election for director of Wynn Resorts, which he failed to do.

16 8. Neither Mr. Wynn nor Ms. Sinatra made any effort to hide their antipathy for Ms.
17 Wynn's insistence on carrying out her duties as a director. For her part, Ms. Wynn became
18 increasingly concerned about the pattern of reckless risk-taking by the Chairman and CEO,
19 unconstrained by proper internal controls and concealed by the General Counsel; the "tone at the
20 top" that discouraged any challenge to Mr. Wynn; the fact that Mr. Wynn and Ms. Sinatra decided
21 what would and would not be disclosed to the Board to serve the personal purposes of the CEO; and
22 the fact that they made decisions based not on what was best for the shareholders, but what was best
23 for management, specifically the Chairman and CEO and the General Counsel. No other plausible
24 explanation could justify their decision to keep secret from the Board and other Company counsel
25 besides Ms. Sinatra the fact that the Chairman and CEO had engaged in alleged misconduct on
26 Company property against at least one Company employee serious enough to warrant a
27 multi-million dollar payment and thereby to expose the Company and other directors to liability
28 without their knowledge or consent.

9. The Wynn Board may be the most compliant board of any major public company. In only three instances in the history of the Company has a director voted against Mr. Wynn's position on any issue. The only time Mr. Wynn's purported position has ever been "defeated" was when it came to electing Ms. Wynn to the Board of Directors in 2015. She is a near 10 percent shareholder. If her name were not "Wynn," and if she did not know as much as she does and had not raised proper questions about the management of the Company, she would of course have a seat on the Board. Although Mr. Wynn formally voiced that he was voting the shares he controlled in Ms. Wynn's favor, he and Ms. Sinatra intentionally conspired and acted to engineer the Nominating Committee's recommendation to reduce the Board's size and not to renominate Ms. Wynn and the Board's decision to follow that recommendation. Ms. Wynn is the only director in the Company's history who was involuntarily "retired." She is the only director to seek renomination and not to receive it. Dogged by a campaign that "Steve wanted her off" – a campaign Mr. Wynn and his co-conspirators devised and executed – Ms. Wynn no longer sits on the Board; Mr. Wynn maintains complete voting control over her stock; and the vast bulk of her stock is totally restricted from transfer, including to the point that she cannot protect herself or provide for a reasonable estate plan for the benefit of her children. Elaine Wynn is a sophisticated business woman. This is not the agreement she made. She sought to protect the Company and her family and to do no harm to her children's father. It is impossible to draw any conclusion other than that Mr. Wynn intentionally sought to do just the opposite.

II. Case Designation

10. This matter is properly designated as a business court matter and assigned to the Business Docket under EDCR 1.61(a) as the claims alleged herein are based on or will require decision under Chapter 78 of the Nevada Revised Statutes or other similar statutes, and arise from a stockholder's right to engage in the purchase or sale of the stock of a business.

III. The Parties

11. Counterdefendant, counterclaimant, and crossclaimant Elaine P. Wynn is and was, at all relevant times, a citizen of Nevada.

12. Counterdefendant and crossdefendant Stephen A. Wynn is and was, at all relevant times, a citizen of Nevada.

13. Counterdefendant and crossdefendant Kimmarie Sinatra is and was, at all relevant times, a citizen of Nevada.

14. Plaintiff, counterdefendant, and crossdefendant Wynn Resorts Limited ("Wynn Resorts") is a company organized and existing under the laws of Nevada.

15. Defendant, counterclaimant, and counterdefendant Aruze USA, Inc. ("Aruze") is a company organized and existing under the laws of Nevada. On information and belief, Aruze is and was controlled by Kazuo Okada at all relevant times, and is the entity Mr. Okada used to hold shares in Wynn Resorts.

IV. General Allegations

16. Elaine Wynn married Stephen Wynn in 1963, when they were both 21. They divorced in 1986, and remarried in 1991. They divorced again eighteen years later, in 2010.

17. Ms. Wynn made major contributions to the success of Wynn Resorts. She worked tirelessly to turn visions into reality, to help create the unique ambiance and experience that have made Wynn Resorts so successful. Mr. Wynn never contested, at the time of divorce, that Ms. Wynn was entitled to 50 percent of the stock in Wynn Resorts.

18. Between 1977 and 2000, Ms. Wynn served as a director of Mirage Resorts.

19. Ms. Wynn served as a director of Wynn Resorts from October 2002 until April 2015.

A. Creation of Wynn Resorts

20. In 2000, Mr. Wynn purchased the Desert Inn in Las Vegas. The Desert Inn site eventually was rebuilt as Wynn Resorts. The entity Mr. Wynn used to hold the Desert Inn property was the Nevada limited liability company Valvino Lamore, LLC ("Valvino"), which Mr. Wynn formed in April 2000.

21. Mr. Wynn turned to Mr. Okada to help finance this new project. In October 2000, Aruze contributed \$260 million to Valvino and became a member of Valvino.

22. In April 2002, Aruze contributed a further \$120 million to Valvino.

23. As of April 2002, Mr. Wynn and Aruze each held a 47.5 percent interest in Valvino. Baron Asset Fund ("Baron"), a Massachusetts business trust, held a 5 percent interest in Valvino.

24. Mr. Wynn, Aruze and Baron agreed to contribute their interests in Valvino to a new entity, to be named Wynn Resorts. On April 11, 2002, Mr. Wynn, Aruze, and Baron executed a Stockholders Agreement (the "April 2002 Stockholders Agreement") with respect to their shares in the new entity.

25. Mr. Wynn became Wynn Resorts' Chairman and Chief Executive Officer in June 2002.

26. In October 2002, Ms. Wynn became a director, Mr. Okada became Vice Chairman, and Wynn Resorts conducted an initial public offering of Wynn Resorts stock (ticker symbol WYNN) on the NASDAQ exchange.

B. The 2002 and 2006 Stockholders Agreements

27. In 2002 and 2006, the stockholders executed two agreements intended to ensure that their unified voting strength would be used to keep control in the hands of the Wynn-Okada alliance. A third agreement was signed in 2010 after the Wynns divorced.

28. Section 2(a) of the April 2002 Stockholders Agreement sets forth a voting agreement between Mr. Wynn and Aruze. Section 2(a) provides that Mr. Wynn would designate a majority of all nominees to the Board of Wynn Resorts; Aruze would designate a minority slate of directors; and Mr. Wynn and Aruze would vote the shares held by them to elect the designated nominees.

29. Section 9 of the April 2002 Stockholders Agreement set forth a right-of-first-refusal restriction on the transfer of stock by Mr. Wynn, Aruze and Baron. Generally, Section 9 provided that each contracting party who wished to sell stock must, with certain exceptions, provide notice of the proposed terms of sale to the other parties to the agreement, and that each other party would have the right to purchase the offered shares according to certain procedures.

30. Section 4 of the April 2002 Stockholders Agreement stated that "Shares may not be transferred or sold by any Stockholder unless the transferee (including a Permitted Transferee) both executes and agrees to be bound by this Agreement."

1 31. On March 15, 2005, Wynn Resorts stated in its Form 10-K filing that “Mr. Wynn
2 and Aruze USA, Inc. each own approximately 25% of our outstanding common stock. As a result,
3 Mr. Wynn and Aruze USA, Inc., to the extent they vote their shares in a similar manner, effectively
4 are able to control all matters requiring our stockholders’ approval, including the approval of
5 significant corporate transactions.”

6 32. In the same Form 10-K, Wynn Resorts further stated: “Mr. Wynn and Aruze USA,
7 Inc., together with Baron Asset Fund, have entered into a stockholders’ agreement. Under the
8 stockholders’ agreement, Mr. Wynn and Aruze USA, Inc., have agreed to vote their shares of our
9 common stock for a slate of directors, a majority of which will be designated by Mr. Wynn, of which
10 at least two will be independent directors, and the remaining members of which will be designated
11 by Aruze USA, Inc. As a result of this voting agreement, Mr. Wynn, as a practical matter, controls
12 the slate of directors to be elected to our board of directors.”

13 33. In or about 2006, Mr. Wynn asked Mr. Okada to agree to further restrictions on
14 Aruze’s ability to sell Wynn Resorts stock. On November 8, 2006, Mr. Wynn and Aruze executed
15 an Amendment to Stockholders Agreement (“2006 Amendment”).

16 34. The 2006 Amendment added the following: “Mutual Restriction on Sale of Shares.
17 Neither [Mr.] Wynn nor Aruze (nor any of their respective Permitted Transferees) shall Transfer, or
18 permit any of their respective Affiliates to Transfer, any Shares Beneficially Owned by such Person
19 without the prior written consent of both [Mr.] Wynn and Aruze.” This type of restriction on stock
20 transfers is known as a consent restriction and purported to apply to all shares subject to the
21 agreement.

22 **C. Division of the Wynn Shares**

23 35. Elaine and Stephen Wynn finalized their divorce in 2010 after having been married
24 for a total of 41 years. Under Nevada law, Ms. Wynn was entitled to an equal division of
25 community assets, including their Wynn Resorts stock.

26 36. Mr. Wynn insisted that he could not transfer shares to Ms. Wynn unless she signed
27 the January 2010 Stockholders Agreement. Mr. Wynn and his lawyers represented to Ms. Wynn
28 that because the shares to be divided between Mr. Wynn and Ms. Wynn were subject to the 2002 and

1 2006 Agreements, Ms. Wynn had no choice but to be added as a party to the pre-existing
2 Stockholders Agreement and to execute the Irrevocable Proxy in order to maintain the restrictions
3 on Mr. Okada; that the purpose of the restrictions was to restrict *Mr. Okada*'s transfer of his shares,
4 not Ms. Wynn's; that if she did not agree to the same restrictions that applied to Mr. Okada, Mr.
5 Okada would seize that as an opportunity to reopen negotiations; and that Mr. Okada's doing so
6 could undermine their joint control of Wynn Resorts and potentially diminish the value of their
7 holdings.

8 37. Mr. Wynn also led Ms. Wynn to believe that he would engage in responsible joint
9 estate planning with Ms. Wynn to provide a legacy for their family and also for the community.
10 These representations were false.

11 38. Mr. Wynn also made certain business commitments to Ms. Wynn, who now
12 separately held nearly 10 percent of the stock in the Company: that is, like any such large
13 stakeholder, and particularly one restricted from freely selling the vast majority of her stake, she was
14 entitled to serve, and he committed to her serving, on the Board of Directors.

15 39. In reliance on the representations made to her by Mr. Wynn and his counsel, Ms.
16 Wynn signed the January 2010 Stockholders Agreement, as described further below.

17 **D. The January 2010 Stockholders Agreement**

18 40. On January 6, 2010, Mr. Wynn and Ms. Wynn, on the one hand, and Mr. Okada's
19 company Aruze, on the other hand, signed the Amended and Restated Stockholders Agreement
20 ("January 2010 Stockholders Agreement"). As represented to Ms. Wynn, the purpose of the
21 January 2010 Stockholders Agreement was to ensure that Mr. Okada did not transfer his shares
22 without the permission of Mr. Wynn and Ms. Wynn.

23 41. Section 2(a) of the January 2010 Stockholders Agreement provides as follows:

24 Voting Agreement. On any and all matters relating to the election of directors of
25 Wynn (including the filling of any vacancies), the Designated Stockholders each
26 agree to vote all Shares held by them and subject to the terms of this Agreement (or
27 the holders thereof shall consent pursuant to an action by written consent of the
28 holders of capital stock of Wynn) in a manner so as to elect to Wynn's Board of
Directors each of the nominees contained on each and every slate of directors
endorsed by [Mr. Wynn].

1 [Mr. Wynn] agrees to include [Ms. Wynn] as one of his endorsed nominees so long
2 as she is not "unable to serve" or "unfit to serve." As used herein, "unable to serve"
3 shall mean medically incapacitated so as to be unable to serve as a director, and
4 "unfit to serve" shall mean a violation of rules and laws so as to prohibit one from
5 serving as a director of a public company engaged in the gaming business. In the
6 event of a disagreement between [Mr. Wynn] and [Ms. Wynn] regarding these
7 matters, determination of either of the preceding conditions shall be made and
8 confirmed by an independent third party to be jointly selected by [Mr. Wynn] and
9 [Ms. Wynn].

10 [Mr. Wynn] also agrees to endorse a slate of directors that includes nominees
11 approved by Aruze and to vote [Mr. Wynn's] and [Ms. Wynn's] Shares in favor of
12 such directors so long as such slate results in a majority of all directors at all time
13 being director candidates endorsed by [Mr. Wynn].

14 42. The Irrevocable Proxy, attached as Exhibit A to the January 2010 Stockholders
15 Agreement and executed by both Ms. Wynn and Aruze, grants Mr. Wynn voting rights to all shares
16 subject to the Agreement and provides that such proxy is to be exercised "for the election of
17 directors as more specifically provided and in a manner consistent with this Agreement."

18 43. Section 2(b) of the January 2010 Stockholders Agreement provides that, with
19 certain exceptions, "none of [Ms. Wynn], [Mr. Wynn,] or Aruze (nor any of their respective
20 Permitted Transferees) shall Transfer, or permit any of their respective Affiliates to Transfer, any
21 Shares Beneficially Owned by such Person without the prior written consent of each of the others."
22 The restrictions of Section 2(b) contain no time limitation.

23 44. Section 4 of the January 2010 Stockholders Agreement states that "[s]hares may
24 not be transferred or sold by the Designated Stockholder unless the transferee (including a Permitted
25 Transferee) both executes and agrees to be bound by both this Agreement and the Proxy." The
26 restrictions of Section 4 contain no time limitation and provide that any transferee must be bound by
27 the restrictions in the agreement.

28 45. Section 9 of the January 2010 Stockholders Agreement provides for a
right-of-first-refusal restriction on stock transfers. Generally, Section 9 provides that each party
who wishes to sell stock must, with certain exceptions, provide notice of the proposed terms of sale
to the other parties to the Agreement, and that each other party will then have the right to purchase
the offered shares according to a specified procedure. The restrictions of Section 9 contain no time
limitation and provide that the transferee must be bound by the restrictions in the agreement.

1 46. Section 14(b) of the January 2010 Stockholders Agreement requires that the stock
2 certificates bear the “following restrictive legend” that includes: “ANY PERSON ACCEPTING
3 ANY INTEREST IN SUCH SHARES SHALL BE DEEMED TO HAVE AGREED TO AND
4 SHALL BECOME BOUND BY ALL THE PROVISIONS OF THE STOCKHOLDERS
5 AGREEMENT.”

6 47. Section 14(c) of the January 2010 Stockholders Agreement provides that “[a]ny
7 transfer or sale of any Shares in violation of this Agreement shall be null and void *ab initio*.”

8 **E. Wynn Resorts’ Redemption of Aruze’s Stock**

9 48. On or about October 29, 2011, Wynn Resorts’ Compliance Committee retained
10 Louis Freeh, former Director of the Federal Bureau of Investigation, to investigate Mr. Okada’s
11 activities overseas, including his activities in the Philippines.

12 49. On February 18, 2012, Mr. Freeh made a presentation to the Board of Wynn Resorts
13 regarding Mr. Okada’s overseas activities. Based on Mr. Freeh’s presentation, the Board of Wynn
14 Resorts adopted a resolution finding Aruze, Mr. Okada, and Universal Entertainment Corporation to
15 be Unsuitable Persons under Wynn Resorts’ Second Amended and Restated Articles of
16 Incorporation (“Articles”). The Board caused Wynn Resorts to redeem Aruze’s shares in Wynn
17 Resorts.

18 50. With the redemption of Mr. Okada’s interest, the purpose and intent of the January
19 2010 Stockholders Agreement fails. Mr. Wynn does not need Ms. Wynn’s shares to protect him
20 from Mr. Okada. The risk posed by Mr. Okada and his shareholdings simply does not exist in light
21 of the redemption. The January 2010 Stockholders Agreement was never intended to give Mr.
22 Wynn a perpetual unlimited “get out of jail free” card, guaranteeing Ms. Wynn’s support against
23 any and all comers. This was an agreement with its roots – and its execution – in the Wynn-Okada
24 alliance. With Mr. Okada out of the picture, the January 2010 Stockholders Agreement no longer
25 serves its purpose and is invalid and unenforceable.

1 **F. Mr. Wynn's Abandonment of His Promises to Ms. Wynn and Pattern of**
2 **Reckless Behavior**

3 51. Working very long days, and trusting that (whatever Mr. Wynn might do in his
4 personal life) Mr. Wynn would not put the Company they had co-founded and so painstakingly
5 worked to build at risk, Ms. Wynn cannot say with any certainty when Mr. Wynn's reckless
6 risk-taking began or accelerated. But beginning at the time of her divorce, and for obvious reasons,
7 Ms. Wynn began examining the extent to which Mr. Wynn was withholding information from the
8 Board on critical issues and using a public company to fund his lavish lifestyle and personal politics.
9 Mr. Wynn, along with Ms. Sinatra, effectively undermined the role and proper decision-making
10 authority of the Board by withholding information from or affirmatively misleading the Board,
11 including on matters that indisputably should have been reported by the Board, and by retaliating
12 against Ms. Wynn for raising proper inquiries into the conduct of the Company, including by Mr.
13 Wynn.

14 52. Among other things, Ms. Wynn learned that Mr. Wynn, using the services of a
15 private criminal defense attorney and a private gaming attorney, had years earlier made a
16 multimillion dollar payment after apparently being threatened with allegations of serious
17 misconduct occurring on Company property against a Wynn Resorts employee. When Ms. Wynn
18 inquired of this, Ms. Sinatra falsely led her to believe that it had been properly handled by the
19 Company – even though Mr. Wynn, the Chairman and CEO of a public company, had exposed
20 himself to sufficiently serious allegations of wrongdoing that he had been forced to pay millions of
21 dollars and had used Company personnel and resources to conceal the allegations. Ms. Sinatra
22 intentionally put Mr. Wynn's personal interests above those of the Company when they were clearly
23 in conflict. This is only one example of the many instances where Ms. Sinatra acted to protect or
24 advance Mr. Wynn's personal interests that were contrary to the Company's best interests.

25 53. Ms. Wynn also learned, from Mr. Wynn himself, that his prior representations to her
26 about providing for their family – misrepresentations made to secure her signature on the January
27 2010 Stockholders Agreement – and all the assumptions upon which they were based were a sham.
28 Mr. Wynn has rebuffed her efforts even to discuss what would be an appropriate approach to

1 balancing the legacy they leave for their family with the responsibility Ms. Wynn has long felt to
2 give back to the community. Mr. Wynn has now repeatedly confirmed to both Ms. Wynn and their
3 two children that the children should look to Ms. Wynn, and only Ms. Wynn, for support and that he
4 has no intention of including them in any significant way in his will or otherwise. He has refused
5 Ms. Wynn's requests that they meet together to discuss estate planning for the benefit of their family
6 and their foundation, leaving no doubt that he knew at the time he secured her signature on the
7 January 2010 Stockholders Agreement that he would never do so. Even if Mr. Wynn has created a
8 will or other mechanism to provide for his family, he has refused to acknowledge it or reveal any of
9 its terms so that Ms. Wynn can reasonably plan her own estate.

10 54. Ms. Wynn also learned that Mr. Wynn's judgment as to the promotion and retention
11 of senior officials of the Company was dangerously flawed, with potentially serious implications for
12 the Company, its directors and its gaming licenses. Mr. Wynn surrounded himself with senior
13 management many of whom, it has emerged, were elevated more for their loyalty than their integrity
14 and ability. For example, for many years, Marc D. Schorr, Mr. Wynn's hand-picked selection for
15 Chief Operating Officer ("COO") of Wynn Resorts in 2001, was one of Mr. Wynn's closest
16 associates. When Ms. Wynn objected to Mr. Schorr's election to the Board because of questions
17 about his ethics, Mr. Wynn and Ms. Sinatra rebuffed her and retaliated against her. As it turned out,
18 Ms. Wynn's concerns were well-founded, but Mr. Wynn and Ms. Sinatra misled the Board about the
19 reason for Mr. Schorr's sudden decision to retire. The Board relied on Mr. Wynn and Ms. Sinatra to
20 bring wrongdoing by company executives and other employees to their attention, and they relied on
21 their representations to them. Nonetheless, Ms. Sinatra, conspiring with Mr. Wynn, purposefully
22 did precisely the opposite – they hid misconduct from the Board and falsely represented information
23 to the Board.

24 55. Mr. Schorr's misconduct came to light as a result of the actions of a former Wynn
25 executive named Tim Poster, who was as close to Mr. Schorr as Mr. Schorr was to Mr. Wynn. Mr.
26 Poster initially was hired to explore potential business opportunities for Wynn Resorts in internet
27 gambling; when Mr. Wynn decided not to pursue that direction, he assigned Mr. Poster to a
28 prominent position in casino marketing. Shortly thereafter, Mr. Wynn personally chose and

1 announced Mr. Poster's promotion to COO of Wynn Las Vegas. But before Mr. Poster could even
2 begin to assume his full duties, Mr. Wynn was forced to accept his resignation when it was revealed
3 that Mr. Poster was under investigation for participating in illegal gambling. The Nevada Gaming
4 Control Board subsequently rejected Mr. Poster's application based upon preliminary findings of
5 unsuitability for this reason and other misconduct.

6 56. Mr. Schorr's and Mr. Poster's well-known pattern of joint betting activity then raised
7 concerns about whether Mr. Schorr might have participated in similar illegal activities. Within
8 weeks, Mr. Wynn announced to the Board that Mr. Schorr, despite having recently received on
9 February 27, 2013 a multi-year contract extension through December 31, 2016 and additional
10 compensation at Mr. Wynn's direction, had decided on March 11, 2013 to "resign" voluntarily
11 because he was ready to retire. This same claim was made in SEC filings. In its subsequent SEC
12 Form 8-K filed March 28, 2013, and echoing Mr. Wynn's misrepresentation to the Board, Wynn
13 Resorts falsely and deceptively reported that Mr. Schorr's departure from Wynn Resorts was the
14 result of Mr. Schorr's notice to the Company of his "his intention to retire." In fact, Mr. Schorr was
15 terminated by Mr. Wynn because of his participation in illegal gambling, something every gaming
16 executive knows will not be tolerated by authorities. Even after these events, Mr. Wynn again hired
17 Mr. Schorr as a paid consultant for Wynn Resorts. When Ms. Wynn voiced her concerns about Mr.
18 Schorr's retention as a consultant, she again was made to feel her concerns were baseless. When she
19 brought her concerns to the attention of other senior management, Mr. Schorr's consultancy was
20 suspended – but since then Mr. Schorr has again been engaged by Wynn Resorts to consult
21 periodically.

22 57. Furthermore, in order to advance Mr. Wynn's own personal interests ahead of the
23 Company's and without proper disclosures to the Board, Mr. Wynn and Ms. Sinatra chose to vest
24 200,000 of Mr. Schorr's unvested shares and to pay him associated accrued cash dividends, even
25 though, as an executive who was terminated for cause, Mr. Schorr was not entitled to either. Mr.
26 Wynn and Ms. Sinatra did so not only because Mr. Schorr was a close personal friend of Mr. Wynn,
27 but also because Ms. Sinatra owed him for the above-any-average compensation she received while
28 working for Mr. Schorr as well as access to the perks Mr. Wynn treated himself to, such as personal

1 use of Company aircraft and unchecked reimbursement for personal expenses. In her third year as
2 General Counsel and Secretary of the Company, Ms. Sinatra made approximately \$10.4 million,
3 making her among the highest paid corporate counsel in the United States. That was 2009, the
4 middle of the recession, the year when Ms. Wynn asked Ms. Sinatra about the multi-million dollar
5 payment and was lied to (she was told it was properly handled when in fact company counsel at the
6 time was excluded) and generally rebuffed because Mr. Wynn, with Ms. Sinatra's complicity,
7 decided what the Board needed to know.

8 58. Ms. Sinatra intentionally and purposefully conspired with Mr. Wynn to control the
9 Board. This included deciding what information the Board should never be told (as with the
10 multi-million dollar payment) and what misinformation should be provided. In March 2014, the
11 Company issued a proxy statement announcing the Board's approval of a change to Mr. Wynn's
12 compensation package, altering the mix of cash and equity by decreasing the cash and increasing the
13 equity. Mr. Wynn wanted the additional shares he was receiving to be free from the contractual
14 restrictions that applied to them under the 2010 Stockholders Agreement and sought Ms. Wynn's
15 agreement to waive the contractual restriction as to these shares. After negotiations, however, they
16 could not reach an agreement. Ms. Sinatra falsely told the Board that because of Ms. Wynn's refusal
17 to agree, the Company would need to amend the proxy statement that had been issued to state that
18 the additional shares Mr. Wynn was receiving were subject to the contractual restrictions of the
19 2010 Stockholders Agreement. Ms. Sinatra made these deliberately false statements knowing that
20 the prospect of preparing and releasing an amended proxy statement would not be well received by
21 the Board and was ultimately used as a pretextual reason to oust Ms. Wynn.

22 59. Both Wynn Resorts and Mr. Wynn entertain lavishly, which is common in the
23 gaming industry. The dollar volume of such entertaining, not to mention the costs of a fleet of jets,
24 and the overlap between what is personal and what should be a business expense, demand effective
25 internal controls including careful review by the Audit Committee. Mr. Wynn misused Company
26 resources to support his legendary lifestyle. There was no effective protocol, or at least none
27 approved by the Board, to oversee entertainment and travel expenditures, and Ms. Wynn's inquiries
28 were rebuffed. On information and belief, on no occasion did the Audit Committee of the Board

1 ever investigate or even conduct an in-depth review of the Company's internal controls governing
2 such large expenditures; certainly, no such reports have been produced, and there is evidence of
3 regular shredding of audit committee materials and notes. The tone at the top of senior
4 management, in particular Mr. Wynn and Ms. Sinatra, was to discourage even Board members from
5 questioning the unilateral apportionment decisions of Mr. Wynn. Again, Ms. Wynn's efforts to act
6 as a truly independent director were stonewalled: she was, for example, specifically barred from
7 sitting in on a meeting of the Audit Committee.

8 60. The knowledge that dissent was not tolerated at the Board level means that it was not
9 tolerated anywhere. Mr. Wynn, with Ms. Sinatra's aid and participation, intentionally created a tone
10 at the top that was not and is not conducive to proper functioning of internal controls. This is true as
11 well with respect to Mr. Wynn's increasing profile in partisan politics, conveyed in media
12 interviews that were often conducted on Company property. As an individual, Mr. Wynn is free to
13 support whatever party or candidate he chooses, whether or not that serves the Company's interest.
14 But acting as Chairman and CEO, and using Company resources, he is responsible to the Board and
15 ultimately to the shareholders; the issue is not whether Stephen Wynn supports the Republican
16 Party, but whether it is in the best interests of the Company to take sides in partisan politics. Ms.
17 Wynn expressed her concerns to Company counsel, which likewise were rebuffed. At least one
18 other director, on information and belief, expressed similar concerns. Nevertheless, the issue was
19 never addressed at the Board level, and Mr. Wynn has only increased the Company's partisan
20 profile to the detriment of the Company.

21 61. Mr. Wynn has exerted, and continues to exert, control over his Board, including by
22 exercising control over their access to information and by retaliating against Ms. Wynn for her
23 proper inquiries into Company matters, as described previously. All Wynn Resorts directors who
24 have ever served on the Board have been, without exception, selected by Mr. Wynn. In only three
25 instances in the history of the Company – with one of them being Ms. Wynn's renomination (where
26 the board was following Mr. Wynn's signals but not his vote) and the other two being lone
27 dissenting votes from Ms. Wynn on one occasion and Mr. Okada on the other – has a director voted
28 against Mr. Wynn's intentions at any time or on any subject.

1 **G. Mr. Wynn's Disregard of His Agreement and of His Repeated Assurances to**
2 **Engineer Elaine Wynn's Removal from the Board of the Company She Built**

3 62. On information and belief, Mr. Wynn and Ms. Sinatra, including by using the
4 Nominating and Governance Committee, engineered the 2015 removal of Elaine Wynn from the
5 Board of the Company she co-founded, worked tirelessly to create, and in which she owns a
6 significant shareholder stake. They did so intentionally, in retaliation for her efforts to expose their
7 operation of the Company as if it were Mr. Wynn's private dominion. Removing Ms. Wynn from
8 the Board violated both the written and oral agreements between the Wynns, of which Ms. Sinatra
9 was fully aware. Ms. Sinatra purposefully and intentionally conspired and acted with Mr. Wynn to
10 disrupt the provision of the agreements which obligated Mr. Wynn to support and ensure Ms.
11 Wynn's Board position. Mr. Wynn no longer wanted Ms. Wynn on the Board, even though the
12 January 2010 Stockholders Agreement obligated him to support her Board membership and even as
13 he insisted on his absolute right to control her property under that same Agreement. Neither did Ms.
14 Sinatra – she had been culpable in covering up, at the very least, two separate instances of employee
15 misconduct at the highest levels of management that put the Company and its shareholders in
16 jeopardy. Her protection of these employees, as well as her attempts to pressure Ms. Wynn to waive
17 her rights under the January 2010 Stockholders Agreement, resulted in Ms. Sinatra's
18 misrepresentations to the Board and in SEC filings. Ms. Wynn's refusal to go along with the
19 decisions that were questionable or detrimental to the Company put both Mr. Wynn and Ms. Sinatra
20 at personal risk.

21 63. Renomination was routine at Wynn Resorts until February 24, 2015, when the
22 Nominating and Corporate Governance Committee of Wynn Resorts voted to recommend that Ms.
23 Wynn not be renominated to the Board, recommending instead that the size of the Board be
24 decreased by one and that only directors J. Edward Virtue and John J. Hagenbuch be renominated.

25 64. On February 26, 2015, the Board of Wynn Resorts voted in favor of reducing the size
26 of the Board by one, the one being Ms. Wynn. On information and belief, Ms. Sinatra, conspiring
27 with Mr. Wynn, concocted the scheme to reduce the size of the Board by one seat, a further attempt
28 to ensure Ms. Wynn would not be renominated. Although Mr. Wynn professed to vote formally

1 against this act of expulsion, he made it clear that the only reason he did not vote with the directors
2 he had hand-selected and guided was because he was contractually obligated to vote otherwise. The
3 message was lost on no one. Mr. Wynn carried the day. Invoking the false and pretextual
4 justifications created and advanced by Mr. Wynn and Ms. Sinatra, the Nominating Committee
5 recommended against the renomination of Ms. Wynn as director, and the Board controlled by Mr.
6 Wynn ratified that recommendation. The pretextual and false reasons include without limitation:
7 falsely telling that Board that Ms. Wynn knew about her nephew's purchase of a tract of land which
8 she knew she was supposed to disclose to the Board but deliberately withheld it from them; falsely
9 telling the Board that that Ms. Wynn's sale of stock during a "blackout" period violated the
10 Company's Trading Policy; falsely telling the Board that Ms. Wynn breached her fiduciary duties
11 by conditioning her agreement to grant Mr. Wynn's request to waive the restriction provision in the
12 January 2010 Stockholders Agreement as to certain stock he was receiving on receiving a reciprocal
13 agreement from him; and claiming that Ms. Wynn's facial expressions and demeanor were
14 inappropriate and should not be tolerated.

15 65. Although Ms. Wynn then attempted to solicit proxies in order to obtain reelection to
16 the Board, the effort was doomed. Board members and members of management actively solicited
17 investors to vote against Ms. Wynn, including based on the false, pretextual reasons concocted and
18 advanced by Ms. Sinatra. Mr. Wynn failed to take reasonable steps during the ensuing proxy
19 contest to communicate to shareholders any endorsement of Ms. Wynn's candidacy. To the
20 contrary, he undermined support for Ms. Wynn. For example, after Mr. Wynn stated in a televised
21 interview on April 15, 2015 that he did not agree with the Board's decision not to renominate Ms.
22 Wynn, Ms. Wynn issued a press release thanking him for his endorsement. Rather than leave it at
23 that, Wynn Resorts quickly issued a press release stating that Mr. Wynn's comments should not be
24 misconstrued and that he had great respect for the care the Board took in making its decisions. Or,
25 as the AP reported on April 17, 2015, Mr. Wynn was not in fact endorsing Ms. Wynn.

26 66. Mr. Wynn, with active participation by and in conspiracy with Ms. Sinatra, wanted
27 Ms. Wynn expelled from the Board in retaliation for her proper inquiries into Company activities,
28 including without limitation those described above. Indeed, in the entire history of the Company,

1 Ms. Wynn was the only director who wanted to stay on the Board who was not renominated and
2 reelected.

3 **V. Claims for Relief**

4 **FIRST CAUSE OF ACTION**

5 **DECLARATORY RELIEF**

6 **(Discharge and/or Rescission for Frustration of Purpose)**

7 67. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

8 68. An actual controversy exists among Ms. Wynn, Mr. Wynn, and Aruze with respect to
9 the validity and/or enforceability of the January 2010 Stockholders Agreement. The controversy is
10 ripe for adjudication.

11 69. The redemption of Aruze's stock has frustrated the purpose of the January 2010
12 Stockholders Agreement and its predecessor agreements (*i.e.*, the April 2002 Stockholders
13 Agreement and the 2006 Amendment).

14 70. The stated purpose of the January 2010 Stockholders Agreement was for Aruze to
15 support and avoid undermining Mr. Wynn's position as controlling shareholder and to support the
16 existing alliance and agreement between Mr. Wynn and Mr. Okada—an alliance and agreement
17 predicated on the substantial holding of Wynn Resorts stock by Mr. Okada's company Aruze. On
18 information and belief, all parties to the agreement understood this was the purpose of the January
19 2010 Stockholders Agreement and its predecessor agreements.

20 71. Following the redemption of Aruze's shares, Mr. Okada (through Aruze) no longer
21 holds Wynn Resorts stock, and there is no longer a need for an alliance between Mr. Okada's and
22 Mr. Wynn's stockholdings. Therefore, the purpose of the January 2010 Stockholders Agreement
23 and its predecessor agreements has been eliminated.

24 72. In light of the above, performance by other parties of the January 2010 Stockholders
25 Agreement has become valueless for Ms. Wynn and the purpose of all parties has been defeated.

26 73. Ms. Wynn bore no fault for the events that gave rise to the unforeseeable Aruze
27 redemption. She did nothing in her capacity as a director or otherwise that was a but for cause of the
28 redemption. Nor did she take any action with respect to the redemption as a result of any purpose or

1 desire to affect the obligations of any parties under any stockholders agreement; any actions she
2 took in that regard resulted from the discharge of her fiduciary duties in the best interests of the
3 corporation.

4 74. Accordingly, Ms. Wynn seeks a declaration that all of Ms. Wynn's contractual duties
5 under the January 2010 Stockholders Agreement are discharged or, alternatively, that the January
6 2010 Stockholders Agreement is subject to rescission and is rescinded.

7 **SECOND CAUSE OF ACTION**

8 **DECLARATORY RELIEF**

9 **(Unreasonable Restraint on Alienability in Violation of Public Policy)**

10 75. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

11 76. An actual controversy exists among Ms. Wynn, Mr. Wynn, and Aruze with respect to
12 the validity and/or enforceability of the January 2010 Stockholders Agreement. The controversy is
13 ripe for adjudication.

14 77. The January 2010 Stockholders Agreement contains unreasonable and onerous
15 restrictions on the alienability of Ms. Wynn's stock, including without limitation:

16 (i) Section (2)(b), which provides that, with certain exceptions, "none of [Ms.
17 Wynn], [Mr. Wynn,] or Aruze (nor any of their respective Permitted Transferees) shall Transfer, or
18 permit any of their respective Affiliates to Transfer, any Shares Beneficially Owned by such Person
19 without the prior written consent of each of the others." This provision continued the consent
20 restriction agreed to by Mr. Wynn and Mr. Okada's company Aruze in the 2006 Amendment.

21 (ii) Section 4, which states that: "Shares may not be transferred or sold by the
22 Designated Stockholder unless the transferee . . . both executes and agrees to be bound by" the
23 January 2010 Stockholders Agreement.

24 78. The restrictions are an unlawful and unenforceable restraint on alienation. There are
25 no temporal limits to the material restrictions. They purport to burden the shares in perpetuity by
26 tying up the shares and preventing Ms. Wynn or her estate from disposing of the shares during her
27 lifetime and beyond. The restrictions are unenforceable as they unduly interfere with the
28 alienability of Ms. Wynn's shares.

1 79. The restrictions are independently unlawful and unenforceable pursuant to statute,
2 including without limitation pursuant to NRS 78.355, which provides that proxies are not effective
3 for a term of more than 7 years, and pursuant to NRS 78.365, which provides that voting agreements
4 are not effective for a term of more than 15 years.

5 80. For these reasons, Ms. Wynn seeks a declaration that the restrictions are
6 unenforceable as an unreasonable restraint on alienation in violation of public policy and statute.

7 **THIRD CAUSE OF ACTION**

8 **DECLARATORY RELIEF**

9 **(Forfeiture)**

10 81. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

11 82. An actual controversy exists among Ms. Wynn, Mr. Wynn, and Aruze with respect to
12 the validity and/or enforceability of the January 2010 Stockholders Agreement. The controversy is
13 ripe for adjudication.

14 83. The restrictions set forth in the January 2010 Stockholders agreement are invalid
15 as effecting an unlawful forfeiture. They purport unduly to restrict, and indeed to prevent altogether
16 absent the inevitably withheld consent of an ex-husband, Ms. Wynn's ability to dispose of her
17 shares of Wynn Resorts common stock during her lifetime and beyond.

18 84. Mr. Wynn continues to contend that the restrictions are valid and that Ms. Wynn's
19 ability to sell the vast majority of her shares does not exist absent his consent.

20 85. The practical effect of the restrictions is that Ms. Wynn is unable to sell her shares
21 of common stock in Wynn Resorts. Accordingly, Ms. Wynn seeks a declaration that the restrictions
22 are unenforceable as an unlawful forfeiture in violation of public policy.

23 **FOURTH CAUSE OF ACTION**

24 **DECLARATORY RELIEF**

25 **(Unilateral Mistake)**

26 86. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

1 87. An actual controversy exists among Ms. Wynn, Mr. Wynn, and Aruze with respect to
2 the validity and/or enforceability of the January 2010 Stockholders Agreement. The controversy is
3 ripe for adjudication.

4 88. At the time the parties entered into the January 2010 Stockholders Agreement, Ms.
5 Wynn made a mistake as to fundamental assumptions on which she agreed to the restrictions set
6 forth therein. Specifically, the fundamental assumptions about which Ms. Wynn was mistaken were
7 that: (1) Mr. Wynn would provide for their children as part of his estate planning and otherwise; and
8 (2) the purpose of the January 2010 Stockholders Agreement was to restrict the transfer of Mr.
9 Okada's shares, thereby ensuring Mr. Wynn's continued control of the Company, and not to
10 independently to restrict Ms. Wynn's ability to transfer the vast majority of her shares if Mr. Okada
11 was no longer a party to the January 2010 Stockholders Agreement.

12 89. These mistaken fundamental assumptions made by Ms. Wynn had a material effect
13 on the agreed exchange of performances that is adverse to Ms. Wynn. Ms. Wynn did not knowingly
14 bear the risk of this mistake.

15 90. Mr. Wynn knew of Ms. Wynn's mistake – namely because he had assured her
16 repeatedly that he had the intention of providing for their children's interests, whereas in reality he
17 had no such intent, and because Mr. Wynn represented to Ms. Wynn that the purpose of the January
18 2010 Stockholders Agreement was to restrict Mr. Okada's shares, not hers. Mr. Wynn's fault
19 caused Ms. Wynn's mistake.

20 91. Accordingly, Ms. Wynn seeks a declaration that the restrictions in the January 2010
21 Stockholders Agreement are voidable by Ms. Wynn so that she can transfer her shares, including
22 without limitation to provide for her children.

23 **FIFTH CAUSE OF ACTION**

24 **DECLARATORY RELIEF**

25 **(Discharge and/or Rescission for Failures of Consideration or Performance)**

26 92. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.
27
28

1 93. An actual controversy exists among Ms. Wynn, Mr. Wynn, and Aruze with respect to
2 the validity and/or enforceability of the January 2010 Stockholders Agreement. The controversy is
3 ripe for adjudication.

4 94. At the time the parties entered into the January 2010 Stockholders Agreement, Ms.
5 Wynn was in the process of divorcing Mr. Wynn and was entitled to ownership of the shares of
6 Wynn Resorts common stock that were transferred to her under the agreement pursuant to the
7 community property laws of the State of Nevada.

8 95. In exchange for Ms. Wynn's performance of the continuing covenants of the January
9 2010 Stockholders Agreement, Ms. Wynn was supposed to receive as valuable consideration the
10 performance agreed to by the other Designated Stockholders – including Aruze's continuing
11 performance and Mr. Wynn acting to ensure the renomination and reelection of Ms. Wynn to the
12 Wynn Resorts Board. Ms. Wynn would never have agreed to enter the voting agreement, execute
13 the Irrevocable Proxy in favor of Mr. Wynn, and agree to restrictions on the sale or transfer of the
14 vast majority of her shares of Wynn Resorts common stock without Aruze's participation and
15 without Mr. Wynn's contractual agreement that he would endorse and support Ms. Wynn's
16 nomination and election as director, which he failed to do.

17 96. The failures of other Designated Stockholders to perform their continuing
18 obligations under the January 2010 Stockholders Agreement had a material effect on the agreed
19 exchange of performances that is adverse to Ms. Wynn and resulted in the unilateral imposition of
20 burdensome covenants on Ms. Wynn without any corresponding, bargained-for, and beneficial
21 covenants being performed by the other Designated Stockholders. The failures of consideration or
22 performance include, without limitation, Mr. Wynn's, Aruze's, and Wynn Resorts' (as Aruze's
23 successor) failures to comply with their continuing contractual obligations under the January 2010
24 Stockholders Agreement.

25 97. Ms. Wynn is under no continuing obligation to perform her covenants under the
26 January 2010 Stockholders Agreement because failures of consideration excuse her performance.
27 The failures of other Designated Stockholders to perform concerned matters of prime importance.
28

1 Ms. Wynn would not have entered into the January 2010 Stockholders Agreement if she had
2 expected or contemplated such failures.

3 98. Accordingly, Ms. Wynn seeks a declaration that her contractual duties under the
4 January 2010 Stockholders Agreement are discharged or, alternatively, that the January 2010
5 Stockholders Agreement is subject to rescission and is rescinded.

6 **SIXTH CAUSE OF ACTION**

7 **FRAUDULENT INDUCEMENT**

8 **(Against Stephen Wynn)**

9 99. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

10 100. An actual controversy exists among Ms. Wynn, Mr. Wynn, and Aruze with respect to
11 the validity and/or enforceability of the January 2010 Stockholders Agreement. The controversy is
12 ripe for adjudication.

13 101. Prior to and during the course of negotiation and execution of the January 2010
14 Stockholders Agreement, Mr. Wynn led Ms. Wynn to believe that he would jointly provide for their
15 children and concealed from Ms. Wynn the fact that he had no intention of leaving anything of value
16 to their children upon his passing, and that their children would actually be required to obtain all
17 future financial support from Ms. Wynn. Mr. Wynn also led Ms. Wynn to believe that the purpose
18 of the January 2010 Stockholders Agreement was to restrict Mr. Okada's (Aruze's) shares, but
19 concealed from Ms. Wynn that the actual purpose of the January 2010 Stockholders Agreement
20 was, in fact, to ensure Mr. Wynn's control of Ms. Wynn's shares.

21 102. Mr. Wynn's materially misleading statements and material omissions, combined
22 with the restrictions prohibiting alienability of Ms. Wynn's shares of Wynn Resorts common stock
23 as set forth in the January 2010 Stockholders Agreement, mean that upon Ms. Wynn's death, their
24 children will have no testamentary support because the restrictions make it impossible for Ms.
25 Wynn to leave their children any material sum. More specifically, Ms. Wynn's estate will owe
26 substantial inheritance tax on Ms. Wynn's shares of Wynn Resorts common stock—stock that even
27 her children cannot sell because of the purported continuing effect of the restrictions. Such tax will
28

1 need to be funded from the other assets of Ms. Wynn's estate, thereby depleting virtually the entirety
2 of her estate.

3 103. In forming the January 2010 Stockholders Agreement, Mr. Wynn had a duty to be
4 candid with Ms. Wynn and to disclose to Ms. Wynn material facts known or accessible only to him
5 because such facts were uniquely known to him. Mr. Wynn knew that the facts regarding his true
6 intentions relating to the children were not known to or reasonably discoverable by Ms. Wynn. Mr.
7 Wynn also knew the facts relating to his actual intent in inducing Ms. Wynn to enter into the January
8 2010 Stockholders Agreement – to control Ms. Wynn's shares – were not known to or reasonably
9 discoverable by Ms. Wynn.

10 104. Ms. Wynn would not have entered into the January 2010 Stockholders Agreement
11 containing restrictions that, in effect, limited her ability properly to plan her testamentary estate if
12 she had known that Mr. Wynn had no intention of providing for their children upon his death, and
13 that Ms. Wynn would be the sole source of future financial support for their children. Ms. Wynn
14 also would not have entered into the January 2010 Stockholders Agreement if she had known that
15 Mr. Wynn's true purpose of inducing her to enter into the agreement was to ensure Mr. Wynn's full
16 and perpetual control over Ms. Wynn's shares.

17 105. Mr. Wynn misled Ms. Wynn and concealed these material facts from Ms. Wynn with
18 the intent to induce her to enter into the January 2010 Stockholders Agreement.

19 106. In addition, Mr. Wynn made a further affirmative misrepresentation of material fact
20 to Ms. Wynn with the intention of inducing her to enter into the January 2010 Stockholders
21 Agreement. Specifically, during negotiation of the January 2010 Stockholders Agreement, Mr.
22 Wynn made an oral representation to Ms. Wynn that he would use his control of Wynn Resorts to
23 assure that she would continue to be a director of the Company. This representation was false.

24 107. At the time Mr. Wynn made this representation to Ms. Wynn, he had knowledge of
25 and believed that the representation was false because Mr. Wynn intended all along to remove Ms.
26 Wynn from the Board in retaliation for, among other things, her having raised questions about Mr.
27 Wynn's risk-taking and Mr. Wynn's misconduct.
28

1 108. Mr. Wynn's false representations to Ms. Wynn were made with the intention to
2 induce her to enter into and to consent to the January 2010 Stockholders Agreement.

3 109. Ms. Wynn justifiably relied upon Mr. Wynn's misrepresentations and material
4 omissions in entering into the January 2010 Stockholders Agreement.

5 110. Mr. Wynn willfully and knowingly acted to damage Ms. Wynn's interests. He did so
6 with malice, oppression, and fraud, and in conscious disregard of Ms. Wynn's rights.

7 111. As a result of Mr. Wynn's intentional misrepresentations and material omissions,
8 Ms. Wynn has been damaged in an amount to be proved at trial. Ms. Wynn is entitled to an award of
9 said damages, as well as an award of punitive damages.

10 112. In addition to compensatory and punitive damages, Ms. Wynn seeks a declaration
11 that the January 2010 Stockholders Agreement was procured by fraud and therefore is voidable.

12 **SEVENTH CAUSE OF ACTION**

13 **DECLARATORY RELIEF**

14 **(Discharge by Aruze)**

15 113. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

16 114. An actual controversy exists among Ms. Wynn, Mr. Wynn, and Aruze with respect to
17 the validity and/or enforceability of the January 2010 Stockholders Agreement. The controversy is
18 ripe for adjudication.

19 115. In this action, Aruze has filed claims against Mr. Wynn (Counts XV and XVI of
20 Aruze's Fourth Amended Counterclaim) alleging breach of contract and seeking to be excused and
21 discharged from any further performance of its obligations with respect to the January 2010
22 Stockholders Agreement. In those claims, Aruze asserts that the purpose of the January 2010
23 Stockholders Agreement has been frustrated.

24 116. The stated purpose of the January 2010 Stockholders Agreement was to support the
25 existing alliance and agreement between Mr. Wynn and Mr. Okada—an alliance and agreement
26 predicated on the substantial holding of Wynn Resorts stock by Mr. Okada's company, Aruze. On
27 information and belief, all parties to the agreement understood this was the purpose of the January
28 2010 Stockholders Agreement and its predecessor agreements.

(Against Stephen Wynn)

119. Ms. Wynn alleges that Mr. Wynn breached the January 2010 Stockholders Agreement in two respects: by violating his obligations under the voting agreement contained in section 2(a) and under the consent restriction contained in section 2(b).

120. Mr. Wynn’s obligation to “include [Ms. Wynn] as one of his endorsed nominees” required him to “endors[e]” Ms. Wynn’s candidacy, before the Board of Directors and its relevant committees in their deliberations concerning her renomination and before the shareholders in the contested proxy contest. This endorsement obligation required that he take reasonable affirmative steps to persuade the Board, the relevant Board committees, and the shareholders that she be renominated and reelected and to secure her renomination and reelection. It further prohibited him from taking steps to undermine her candidacy.

121. Because Mr. Wynn controlled the Board of Wynn Resorts, Mr. Wynn's promises to support and endorse Ms. Wynn amounted to assurances that she would, at a minimum, continue to be nominated as a director of the Company. The reason Ms. Wynn agreed to permit Mr. Wynn to vote her stock to elect Mr. Wynn's nominees pursuant to Section 2(a) of the January 2010 Stockholders Agreement was because of these assurances that Ms. Wynn would be included in the endorsed nominees and would remain a director.

122. Mr. Wynn failed to endorse Ms. Wynn and failed to take reasonable steps to persuade the Nominating Committee and the members of the Board to renominate Ms. Wynn. To the contrary, on information and belief, Mr. Wynn communicated to the Nominating Committee and

1 the members of the Board directly or indirectly that he did not want her to continue on the Board.
2 Once Mr. Wynn conveyed his desire to have Ms. Wynn ousted from the Board, the other Board
3 members supported his decision as they have nearly every other decision in the history of the
4 Company. The other Board members never would have acted not to renominate and not to reelect
5 Ms. Wynn without Mr. Wynn's approval.

6 123. At the Board meeting in which Ms. Wynn's renomination was considered, Mr. Wynn
7 failed to make a motion to include Ms. Wynn as a nominee. Further, when he voted against the
8 motion to shrink the size of the Board, he expressly stated that he was doing so only because he was
9 contractually obligated to support Ms. Wynn's candidacy. This conveyed that Mr. Wynn was not
10 genuinely endorsing her candidacy. Mr. Wynn's lack of support for Ms. Wynn, which on
11 information and belief Mr. Wynn had also previously conveyed to other Board members, caused
12 those other members to exclude Ms. Wynn from the Board.

13 124. Mr. Wynn, Ms. Sinatra, and Wynn Resorts generated transparently false and
14 pretextual reasons for not nominating Ms. Wynn to the Board. These reasons included things like
15 Ms. Wynn's demeanor and body language at Board meetings – reasons that were not communicated
16 to Ms. Wynn but were asserted for the first time only after Ms. Wynn filed claims based on her
17 improper ouster from the Board. The Directors' reliance on these demonstrably false – and
18 after-the-fact – justifications shows that they were not exercising any independent judgment, or any
19 judgment at all, but were merely doing Mr. Wynn's bidding.

20 125. In addition, Mr. Wynn's decision to vote for Mr. Hagenbuch and against Mr. Virtue
21 was not made on the merits of the two candidates but was part of a calculated effort to maximize the
22 success of the effort not to reelect Ms. Wynn at the shareholders' meeting. As Mr. Wynn and his
23 advisors correctly predicted, Mr. Virtue secured more votes than Mr. Hagenbuch, so Mr. Wynn's
24 support for the weaker candidate was deliberately calculated to increase Mr. Hagenbuch's chances
25 of defeating Ms. Wynn.

26 126. Mr. Wynn breached the January 2010 Stockholders Agreement by undertaking the
27 foregoing measures to oust Ms. Wynn from the Board.
28

127. These actions in breach of Mr. Wynn's contractual obligations were material breaches of the January 2010 Stockholders Agreement and are sufficient to excuse Ms. Wynn from any future performance of obligations purportedly imposed on her under the January 2010 Stockholders Agreement.

128. As a result of Mr. Wynn's material breaches of the January 2010 Stockholders Agreement, Ms. Wynn has been damaged in an amount to be proved at trial. Ms. Wynn is entitled to an award of said damages.

129. In addition to compensatory damages, Ms. Wynn seeks a declaration that her contractual duties under the January 2010 Stockholders Agreement are discharged or, alternatively, that the January 2010 Stockholders Agreement is subject to rescission and is rescinded.

NINTH CAUSE OF ACTION

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(Against Stephen Wynn)

130. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 and paragraphs 118 to 129 above.

131. The January 2010 Stockholders Agreement contained an implied covenant of good faith and fair dealing that required Mr. Wynn not to do anything to undermine or injure Ms. Wynn's right to receive the benefits of the contract, namely, her renomination and reelection to the Board of Directors.

132. Mr. Wynn's conduct alleged above was unfaithful to the purpose of the January 2010 Stockholders Agreement and Ms. Wynn's justified expectations and, as a result, breached the implied covenant of good faith and fair dealing.

133. Mr. Wynn's actions in breach of the implied covenant of good faith and fair dealing were material and sufficient to excuse Ms. Wynn from any future performance of obligations purported to be imposed on her under the January 2010 Stockholders Agreement.

134. As a result of Mr. Wynn's breaches of the implied covenant of good faith and fair dealing, Ms. Wynn has been damaged in an amount to be proved at trial. Ms. Wynn is entitled to an award of said damages.

135. In addition to compensatory damages, Ms. Wynn seeks a declaration that her contractual duties under the January 2010 Stockholders Agreement are discharged or, alternatively, that the January 2010 Stockholders Agreement is subject to rescission and is rescinded.

TENTH CAUSE OF ACTION

SPECIFIC PERFORMANCE

(Against Stephen Wynn)

136. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

137. Ms. Wynn has fully performed and has complied with all material obligations of the January 2010 Stockholders Agreement.

138. Section (g) of the January 2010 Stockholders Agreement entitled “Specific Performance” provides that “a breach by any party hereto of any covenants or agreements contained in this Agreement will cause the other parties hereto to sustain damages for which they would not have an adequate remedy at law for money damages, and therefore . . . the parties shall be entitled to the remedy of specific performance.” This remedy is consistent with the unique character and nature of a director position on the Wynn Resorts Board of Directors. The wrongful loss of Ms. Wynn’s director position cannot be duplicated or replaced in any fashion except by ordering Mr. Wynn to comply with his obligations to Ms. Wynn in a new director election.

139. Ms. Wynn requests an order compelling Mr. Wynn to comply with the January 2010 Stockholders Agreement, including without limitation his obligations to assure the nomination and election of Ms. Wynn to the Board of Directors.

ELEVENTH CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

(Against Wynn Resorts)

140. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

141. Wynn Resorts knew of the January 2010 Stockholders Agreement, including without limitation Ms. Wynn’s contractual rights to nomination and election to the Wynn Resorts Board of Directors. In particular, Wynn Resorts’ senior executives and members of its Board of Directors had knowledge of the January 2010 Stockholders Agreement and its provisions regarding Ms.

1 Wynn's reelection to the Board. With full knowledge of these contractual rights and obligations,
2 Wynn Resorts took intentional actions intended or designed to disrupt and frustrate performance of
3 the January 2010 Stockholders Agreement.

4 142. Wynn Resorts intentionally conspired and acted with Mr. Wynn to interfere with and
5 disrupt Mr. Wynn's contractual obligation to renominate and reelect Ms. Wynn to the Board of
6 Directors as set forth in the 2010 Stockholders Agreement, including without limitation by:

- 7 (i) expelling Ms. Wynn from the Board, contrary to her entitlement under the
8 2010 Stockholders Agreement, in retaliation for her proper inquiries into
9 Company activities;
- 10 (ii) interfering with Mr. Wynn's obligation to renominate and reelect Ms. Wynn
11 to the Board of Directors, including without limitation by devising and
12 executing a campaign to ensure Ms. Wynn's ouster from the Board;
- 13 (iii) voting to recommend that Ms. Wynn not be renominated to the Board,
14 recommending instead that the size of the Board be decreased by one and that
15 only directors J. Edward Virtue and John J. Hagenbuch be renominated;
- 16 (iv) reducing the size of the Board by one, with the one being Ms. Wynn;
- 17 (v) issuing a press release written by the Company's public relations department
18 stating that Mr. Wynn's comments that 'he did not agree with the Board's
19 decision not to renominate Ms. Wynn' should not be misconstrued and that
20 he had great respect for the care the Board took in making its decision not to
21 renominate her;
- 22 (vi) convincing investors to vote against Ms. Wynn based on false, pretextual
23 reasons; and
- 24 (vii) cancelling the redeemed shares held by Mr. Okada. Had the shares not been
25 cancelled, they would have been voted in Ms. Wynn's favor.

26 These acts substantially contributed to the disruption of Ms. Wynn's contractual relationship, with
27 resulting damage to Ms. Wynn.

28 143. Wynn Resorts conspired to and did engage in the foregoing intentional acts with the
intent and design to disrupt Ms. Wynn's rights under the January 2010 Stockholders Agreement.
Furthermore, there was actual disruption of Ms. Wynn's contractual rights, with resulting damage to
Ms. Wynn. Wynn Resorts did so without any proper purpose or legitimate interest, including
because Wynn Resorts is not an intended beneficiary of and does not otherwise have an interest in
the January 2010 Stockholders Agreement.

1 144. Wynn Resorts willfully and knowingly acted to damage Ms. Wynn's interests. It did
2 so with malice, oppression, and fraud, and in conscious disregard of Ms. Wynn's rights.

3 145. As a result of Wynn Resorts' intentional interference with the January 2010
4 Stockholders Agreement, Ms. Wynn has been damaged in an amount to be proved at trial. Ms.
5 Wynn is entitled to an award of said damages, as well as an award of punitive damages.

6 **TWELFTH CAUSE OF ACTION**

7 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

8 **(Against Kimmarie Sinatra)**

9 146. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

10 147. Ms. Sinatra knew of the January 2010 Stockholders Agreement, including without
11 limitation Ms. Wynn's rights to nomination and election to the Wynn Resorts Board of Directors by
12 Mr. Wynn. With full knowledge of these contractual rights and obligations, Ms. Sinatra took
13 intentional actions intended and designed to disrupt the contractual relationship under the January
14 2010 Stockholders Agreement.

15 148. Ms. Sinatra intentionally conspired and acted with Mr. Wynn and Wynn Resorts to
16 disrupt Mr. Wynn's obligation to assure Ms. Wynn's renomination and reelection to the Board of
17 Directors as set forth in the 2010 Stockholders Agreement, including without limitation by:

- 18 (i) engineering and orchestrating Board actions to expel Ms. Wynn from the
19 Board, contrary to her entitlement under the 2010 Stockholders Agreement,
in retaliation for her proper inquiries into Company activities;
- 20 (ii) inventing false, pretextual reasons to justify Ms. Wynn's ouster as a director
21 and providing such reasons as if they were legitimate to senior executives and
members of the Wynn Resorts Board of Directors;
- 22 (iii) developing the scheme to reduce of the size of the Board by one seat to
23 further ensure Ms. Wynn's expulsion and engineered its execution;
- 24 (iv) sanctioning and encouraging Board members' attempts to convince investors
to vote against Ms. Wynn; and
- 25 (v) conspiring to propose the redeemed shares held by Mr. Okada be cancelled to
26 ensure they were not voted in Ms. Wynn's favor and to convince the Board to
vote to do so.

27 These acts substantially contributed to the disruption of Ms. Wynn's contractual relationship, with
28 resulting damage to Ms. Wynn.

1 149. Ms. Sinatra conspired to and did engage in the foregoing intentional acts with the
2 intent and design to disrupt Ms. Wynn's rights under the January 2010 Stockholders Agreement.
3 Furthermore, there was actual disruption of Ms. Wynn's contractual rights as a result, with resulting
4 damage to Ms. Wynn. Ms. Sinatra did so without any proper purpose or legitimate interest,
5 including because she is not an intended beneficiary of and does not otherwise have an interest in the
6 January 2010 Stockholders Agreement.

150. Ms. Sinatra willfully and knowingly acted to damage Ms. Wynn's interests. She did so with malice, oppression, and fraud, and in conscious disregard of Ms. Wynn's rights.

9 151. As a result of Ms. Sinatra's intentional interference with the January 2010
10 Stockholders Agreement, Ms. Wynn has been damaged in an amount to be proved at trial. Ms.
11 Wynn is entitled to an award of said damages, as well as an award of punitive damages.

THIRTEENTH CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

(Against Stephen Wynn)

152. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

16 153. At all relevant times, Mr. Wynn was a controlling shareholder of Wynn Resorts, as
17 he exercised actual control over Wynn Resorts by dominating its affairs, including but not limited to
18 the corporate decision-making process of Wynn Resorts and the process of nominating and electing
19 directors. Mr. Wynn had, and continues to have, such voting and managerial power that, as a
20 practical matter, he is no differently situated than if he had actual majority shareholder voting
21 control.

154. Mr. Wynn's position is that the purported corporate purpose underlying the January 2010 Stockholders Agreement is to ensure that Mr. Wynn retains control over Wynn Resorts.

155. Mr. Wynn, as a director and controlling shareholder of Wynn Resorts, owed fiduciary duties to Ms. Wynn, a fellow director and minority shareholder of Wynn Resorts. Mr. Wynn's fiduciary obligations to Ms. Wynn were independent of any obligations under the January 2010 Stockholders Agreement.

- (ii) intentionally acting and conspiring with Mr. Wynn to oust Ms. Wynn from the Board of Directors, including by recommending against her renomination at the Committee and then at the Board level;
- (iii) actively soliciting investors and encouraging them to vote against Ms. Wynn;
- (iv) knowingly and intentionally reducing the size of Board by one seat with the intent to ensure Ms. Wynn was not renominated to the Board;
- (v) conceiving and approving a press release written by the Company's public relations department stating that Mr. Wynn's comments that "he did not agree with the Board's decision not to renominate Ms. Wynn" should not be misconstrued and that he had great respect for the care the Board took in making its decision not to renominate her; and
- (vi) knowingly and intentionally voting to cancel Mr. Okada's shares with the intent to prevent those shares from being voted in favor of Ms. Wynn.

163. Wynn Resorts willfully and knowingly acted to damage Ms. Wynn's interests. They did so with malice, oppression, and fraud, and in conscious disregard of Ms. Wynn's rights.

164. As a result of Wynn Resorts' aiding and abetting of Mr. Wynn's breaches of fiduciary duty, Ms. Wynn has been damaged in an amount to be proved at trial. Ms. Wynn is entitled to an award of said damages, as well as an award of punitive damages.

FIFTEENTH CAUSE OF ACTION

AIDING AND ABETTING BREACH OF FIDUCIARY DUTY

(Against Kimmarie Sinatra)

165. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66.

166. Mr. Wynn, as a director and controlling shareholder of Wynn Resorts, owed fiduciary duties to Ms. Wynn, a fellow director and minority shareholder of Wynn Resorts. Mr. Wynn's fiduciary obligations to Ms. Wynn were independent of any obligations under the January 2010 Stockholders Agreement.

167. Mr. Wynn breached his fiduciary duties, as set forth in paragraphs 152 to 158 above.

168. Ms. Sinatra knowingly participated in and substantially assisted Mr. Wynn's breaches of fiduciary duties owed to Ms. Wynn as explained above in paragraphs 62 to 66, including without limitation by:

- (i) conceiving and implementing a scheme to have Ms. Wynn removed from the Board, contrary to Mr. Wynn's fiduciary duty to Ms. Wynn;

- (ii) intentionally concealing misconduct by Mr. Wynn that should have been disclosed the Board, and could have exposed the Company to liability, or other losses, putting the interests of Mr. Wynn ahead of those of shareholders;
- (iii) promoting and enforcing a tone at the top that punished proper inquiry into corporate governance decisions and Company activities;
- (iv) putting the interests of Mr. Wynn ahead of all others, including by manipulating the Board and its members, including without limitation by:
 - (a) failing to truthfully tell Ms. Wynn about the circumstances surrounding the 2005 payment when asked about it by Ms. Wynn and instead misrepresenting that it had been appropriately handled, when in fact company counsel at the time had been not been properly informed, among other reasons;
 - (b) falsely telling the Board that a proxy statement that had been issued would have to be amended and reissued because of conduct by Ms. Wynn; and
 - (c) misrepresenting to the Board and others the reason for the Company's COO's departure, as if it were nothing more than a decision to retire, and claiming he was retiring when he in fact was terminated for his connections to illegal gambling;
- (v) engineering and assisting in the execution of a scheme to ensure Mr. Okada's redeemed shares were cancelled in an intentional effort to ensure they were not voted in favor of Ms. Wynn; and
- (vi) acting knowingly and intentionally to advance Mr. Wynn's scheme to oust Ms. Wynn from the Board in violation of his fiduciary duties.

169. Ms. Sinatra willfully and knowingly acted to damage Ms. Wynn's interests. She did so with malice, oppression, and fraud, and in conscious disregard of Ms. Wynn's rights.

170. As a result of Ms. Sinatra's aiding and abetting of Mr. Wynn's breaches of fiduciary duty, Ms. Wynn has been damaged in an amount to be proved at trial. Ms. Wynn is entitled to an award of said damages, as well as an award of punitive damages.

SIXTEENTH CAUSE OF ACTION

PERMANENT INJUNCTIVE RELIEF

171. Ms. Wynn re-alleges the allegations set forth in paragraphs 1 to 66 above.

172. To enforce the judicial declarations Ms. Wynn seeks in paragraphs 67 to 135 and to secure her rights declared thereunder, Ms. Wynn further seeks an injunction that enjoins Mr. Wynn from instructing Wynn Resorts not to register shares sold or transferred by or otherwise prevent the

1 Transfer, as defined in the January 2010 Stockholders Agreement, of shares by Ms. Wynn, and that
2 provides such other injunctive relief against Mr. Wynn and/or Aruze that the Court deems necessary
3 and appropriate to enforce the declaratory relief granted.

4 **DEMAND FOR JURY TRIAL**

5 Ms. Wynn hereby demands trial by jury pursuant to Nevada Rule of Civil Procedure 38(b).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Ms. Wynn demands judgment against Mr. Wynn, Wynn Resorts, Aruze,
8 and Ms. Sinatra as follows:

9 1. A declaration that Ms. Wynn's contractual duties under the January 2010
10 Stockholders Agreement are discharged or, alternatively, that the January 2010 Stockholders
11 Agreement is subject to rescission and is rescinded because the redemption of Aruze's stock
12 frustrated the principal purpose of the January 2010 Stockholders Agreement and its predecessor
13 agreements (*i.e.*, the April 2002 Stockholders Agreement and the 2006 Amendment);

14 2. A declaration that the restrictions on alienability as set forth in paragraph 75 above
15 are unenforceable as an unreasonable restraint on alienation in violation of public policy and
16 statutes;

17 3. A declaration that that the restrictions are unenforceable as an unlawful forfeiture in
18 violation of public policy;

19 4. A declaration that the restrictions are voidable by Ms. Wynn because she made a
20 unilateral mistake (known to Mr. Wynn) as to a fundamental assumption, or assumptions based on
21 which she agreed to the restrictions;

22 5. A declaration that that Ms. Wynn's contractual duties under the January 2010
23 Stockholders Agreement are discharged or, alternatively, that the January 2010 Stockholders
24 Agreement is subject to rescission and is rescinded because of failures of consideration and/or
25 performance;

26 6. Judgment in favor of Ms. Wynn and against Mr. Wynn based on Mr. Wynn's
27 fraudulent inducement and a declaration that the restrictions are voidable by Ms. Wynn because Mr.

28

1 Wynn made false representations to Ms. Wynn with the intention to induce her to enter into and to
2 consent to the formation of the January 2010 Stockholders Agreement;

3 7. If Aruze successfully obtains a discharge of its obligations under the January 2010
4 Stockholders Agreement, a declaration that Ms. Wynn's contractual duties under the January 2010
5 Stockholders Agreement are discharged or, alternatively, that the January 2010 Stockholders
6 Agreement is subject to rescission and is rescinded;

7 8. Judgment in favor of Ms. Wynn and against Mr. Wynn based upon Mr. Wynn's
8 breaches of contract, and a declaration that Ms. Wynn's contractual duties under the January 2010
9 Stockholders Agreement are discharged or, alternatively, that the January 2010 Stockholders
10 Agreement is subject to rescission and is rescinded because Mr. Wynn materially breached the
11 agreement;

12 9. Judgment in favor of Ms. Wynn and against Mr. Wynn based upon Mr. Wynn's
13 breach of the implied covenant of good faith and fair dealing, and a declaration that Ms. Wynn's
14 contractual duties under the January 2010 Stockholders Agreement are discharged or, alternatively,
15 that the January 2010 Stockholders Agreement is subject to rescission and is rescinded because Mr.
16 Wynn materially breached the implied covenant of good faith and fair dealing;

17 10. An order compelling Mr. Wynn to comply with the January 2010 Stockholders
18 Agreement, including without limitation his obligations to assure the nomination and election of
19 Ms. Wynn to the Board of Directors;

20 11. Judgment in favor of Ms. Wynn and against Wynn Resorts based on Wynn Resorts'
21 intentional interference with the January 2010 Stockholders Agreement;

22 12. Judgment in favor of Ms. Wynn and against Ms. Sinatra based on Ms. Sinatra's
23 intentional interference with the January 2010 Stockholders Agreement;

24 13. Judgment in favor of Ms. Wynn and against Mr. Wynn based on Mr. Wynn's
25 breaches of fiduciary duty;

26 14. Judgment in favor of Ms. Wynn and against Wynn Resorts based on Wynn Resorts'
27 aiding and abetting of Mr. Wynn's breaches of fiduciary duty;

28

15. Judgment in favor of Ms. Wynn and against Ms. Sinatra based on Ms. Sinatra's aiding and abetting of Mr. Wynn's breaches of fiduciary duty.

16. Preliminary and/or permanent injunctions as the Court deems necessary and appropriate to enforce the declarations prayed for, including an injunction that prohibits Mr. Wynn from instructing Wynn Resorts not to register shares sold or transferred by or otherwise to prevent the Transfer, as defined in the January 2010 Stockholders Agreement, of shares by Ms. Wynn, as well as such other injunctive relief against Mr. Wynn and/or Aruze that the Court deems necessary and appropriate;

17. For compensatory damages in an amount to be proved at trial;

18. For punitive and exemplary damages in a sum sufficient to punish Mr. Wynn, Wynn Resorts, and Ms. Sinatra, and to deter similar wrongdoing by others; and

19. Costs of suit and such other relief as the Court deems just and proper.

Dated: May 17, 2017

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By /s/ Mark E. Ferrario

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ELAINE P. WYNN

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this 17th day of May, 2017, I caused a true and correct copy of the forgoing ***First Amended Answer of Elaine P. Wynn to Aruze and Universal's Fourth Amended Counterclaim, Sixth Amended Counterclaim and Crossclaim of Elaine P. Wynn*** to be filed and served via the Court's e-filing system upon the parties listed below. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

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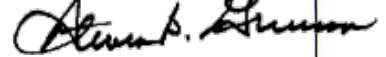
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DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

vs.

KAZUO OKADA, an individual, ARUZE
USA, Inc., a Nevada corporation,
UNIVERSAL ENTERTAINMENT
CORPORATION, a Japanese corporation,

Defendant.

CASE NO. A-12-656710-B
Dept. No.: XI

**ORDER GRANTING AND DENYING
ELAINE P. WYNN'S MOTION TO
COMPEL WYNN RESORTS,
LIMITED, STEPHEN A. WYNN,
KIMMARIE SINATRA, AND MARC
SCHORR TO RESPOND TO WRITTEN
DISCOVERY REQUESTS**

1 AND ALL RELATED CLAIMS

2
3 Elaine P. Wynn's Motion to Compel Wynn Resorts, Limited, Stephen A. Wynn,
4 Kimmarie Sinatra, and Marc Schorr to Respond to Written Discovery Requests on OST came
5 on for hearing on June 5, 2017 ("Motion"). William J. Urga, Esq., of Jolley Urga Woodbury &
6 Little, Mark E. Ferrario, Esq., of Greenberg Traurig, LLP, and Scott D. Stein, Esq. of Sidley
7 Austin, LLP appeared on behalf of Counterdefendant/Counterclaimant/Crossclaimant Elaine P.
8 Wynn ("Ms. Wynn"). James J. Pisanelli, Esq., Todd L. Bice, Esq., and Debra L. Spinelli, Esq.,
9 of Pisanelli Bice, PLLC, appeared on behalf of Plaintiff/Counterdefendant Wynn Resorts,
10 Limited ("Wynn Resorts") and Counterdefendants Linda Chen, Russell Goldsmith, Ray R. Irani,
11 Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarie Sinatra,
12 D. Boone Wayson, and Allan Zeman (together, with Wynn Resorts, the "Wynn Parties").
13 Robert J. Cassity, Esq., of Holland & Hart LLP, and David S. Krakoff, Buckley Sandler, LLP
14 appeared on behalf of Defendant Kazuo Okada ("Okada") and
15 Defendants/Counterclaimants/Counterdefendants Aruze USA, Inc. ("Aruze USA") and
16 Universal Entertainment Corp. ("Universal") (collectively the "Okada Parties"). Donald J.
17 Campbell, Esq., and J. Colby Williams, Esq., of Campbell & Williams, appeared on behalf of
18 Counterdefendant/Cross-defendant Stephen A. Wynn ("Mr. Wynn").

19 The Court having considered the Motion and the Oppositions, as well as the arguments
20 of counsel presented at the hearing, and good cause appearing therefor,

21 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion is
22 GRANTED IN PART AND DENIED IN PART as follows:

23 IT IS FURTHER ORDERED THAT Stephen A. Wynn shall provide full and complete
24 answers to Requests for Production to Stephen A. Wynn, Nos. 21-42, 53-58, 61-64, 81-92, 94-
25 95.

26 IT IS FURTHER ORDERED THAT Wynn Resorts shall provide full and complete
27 answers to Requests for Production to Wynn Resorts, Ltd., Nos. 26, 29, 32, 35, 53-58, 73-74,

93, 95-96, 99, 101-110, 112-119, 124-127, and to Requests for Admissions to Wynn Resorts, Ltd., Nos. 3-10.

IT IS FURTHER ORDERED that Wynn Resorts shall not be required to respond to Requests for Production Nos. 92 and 94.

IT IS FURTHER ORDERED THAT Kimmarie Sinatra shall provide full and complete answers to Requests for Production to Kimmarie Sinatra, Nos. 1-2, 4-10, 24, 25, 27 to Kimmarie Sinatra.

IT IS FURTHER ORDERED THAT Marc D. Schorr shall provide full and complete answers to Requests for Production to Marc. D. Schorr, Nos. 1-17, 20, 22-23 to Marc. D. Schorr.

IT IS FURTHER ORDERED that Stephen A. Wynn shall not be required to respond to Requests for Production Nos. 79 and 80.

IT IS FURTHER ORDERED that Stephen A. Wynn, Wynn Resorts, Kimmarie Sinatra, and Marc D. Schorr shall produce the documents subject to this order by July 26, 2017 Bo


IT IS SO ORDERED.

DATED: July 12, 2017


THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

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Steven D. Grierson

DISTRICT COURT
CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED,

Plaintiff(s),

vs

KAZUO OKADA, ET AL,

Defendant(s).

Case No. 12 A 656710

Coordinated W/13 A 678658

Dept. No. XI

ELECTRONIC FILING CASE

AND ALL RELATED CROSSCLAIMS.

4th AMENDED BUSINESS COURT SCHEDULING ORDER

This 4th AMENDED BUSINESS COURT SCHEDULING ORDER AND TRIAL
SETTING ORDER ("Scheduling Order") is entered following the Hearing conducted on
07/24/17. This Order may be amended or modified by the Court upon good cause shown.

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Initial Expert Disclosures are Due **09/01/17**

Close of Fact Discovery **11/03/17**

Initial Expert Reports are Due **11/03/17**

Rebuttal Expert Reports are Due **12/08/17**

Close of Expert Discovery **01/19/18**

Dispositive Motions are to be filed by **01/12/18**

Motions in Limine are to be filed by **02/09/18**

DATED this 8th day of August, 2017.

Elizabeth Gonzalez
ELIZABETH GONZALEZ, DISTRICT JUDGE

CLERK OF THE COURT

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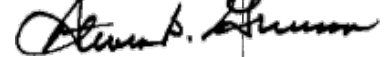
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Certificate of Service

I hereby certify, that on the date filed, this Order was served on the parties
identified on Wiznet's e-service list.



Dan Kutinac



ORDD

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**admitted pro hac vice*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,

vs.

KAZUO OKADA, an individual, ARUZE
USA, Inc., a Nevada corporation,
UNIVERSAL ENTERTAINMENT
CORPORATION, a Japanese corporation.

Defendants.

AND ALL RELATED CLAIMS

CASE NO. A-12-656710-B
Dept. No.: XI

**ORDER DENYING WYNN RESORTS,
LIMITED'S MOTION TO DISMISS
THE ELEVENTH AND FOURTEENTH
CAUSES OF ACTION AND KIM-
MARIE SINATRA'S MOTION TO DIS-
MISS THE TWELFTH AND FOUR-
TEENTH CAUSES OF ACTION IN
ELAINE P. WYNN'S SIXTH
AMENDED COUNTERCLAIM AND
CROSSCLAIM**

08-15-17P01:56 RCVD

Order Denying WRL and Sinatra Motions to Dismiss (final)

Hearing Date: July 10, 2017
Hearing Time: 8:00 a.m.

Wynn Resorts, Limited's Motion to Dismiss the Eleventh and Fourteenth Causes of Action in Elaine P. Wynn's Sixth Amended Counterclaim and Crossclaim and Joinder in Motion to Dismiss by Kimmarie Sinatra; and Kimmarie Sinatra's Motion to Dismiss the Twelfth and Fourteenth Causes of Action in Elaine P. Wynn's Sixth Amended Counterclaim and Crossclaim and Joinder in Motion to Dismiss of Wynn Resorts, Limited (together the "Motions"), both filed on June 5, 2017, came before this Court in the above-captioned action on July 10, 2017. James J. Pisanelli, Esq., Todd L. Bice, Esq., and Debra L. Spinelli, Esq., of PISANELLI BICE PLLC, appeared on behalf of Plaintiff/Counterdefendant Wynn Resorts, Limited 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"). Donald J. Campbell, Esq. and J. Colby Williams, Esq., of CAMPBELL & WILLIAMS, appeared on behalf of Counterdefendant/Cross-defendant Stephen A. Wynn ("Mr. Wynn"). David J. Malley, Esq., of JOLLEY URGA WOODBURY & LITTLE, Mark E. Ferrario, Esq., of GREENBERG TRAURIG, LLP, and James M. Cole, Esq. of SIDLEY AUSTIN LLP, appeared on behalf of Counterdefendant/Counterclaimant/Crossclaimant Elaine P. Wynn ("Ms. Wynn"). Robert J. Cassity, Esq., of HOLLAND & HART LLP, appeared on behalf of Defendant Kazuo Okada ("Okada") and Defendants/Counterclaimants/Counterdefendants Aruze USA, Inc. ("Aruze USA") and Universal Entertainment Corp. ("Universal") (collectively the "Okada Parties"), and David Krakoff, Esq., and Benjamin Klubes, Esq., of BUCKLEY SANDLER LLP, appeared on behalf of Defendants/Counterclaimants/Counterdefendants Aruze USA and Universal.

The Court having considered the Motion, Ms. Wynn's Combined Opposition filed on June 22, 2017, Wynn Resorts' Reply and Joinder filed on July 3, 2017, and Kimmarie Sinatra's Reply and Joinder filed on July 3, 2017, as well as the arguments of counsel presented at the hearing, and good cause appearing therefor,

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motions are DE-
2 NIED.

3 IT IS SO ORDERED.

4
5 DATED: Aug. 17, 2017

6
7 THE HONORABLE ELIZABETH GONZALEZ
8 EIGHTH JUDICIAL DISTRICT COURT

9 Respectfully submitted by:

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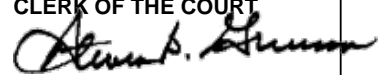
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DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A-12-656710-B
Dept. No.: XI

**KIMMARIE SINATRA'S ANSWER TO
ELAINE P. WYNN'S SIXTH AMENDED
COUNTERCLAIM AND CROSSCLAIM;
COUNTERCLAIM AND CROSSCLAIM
OF KIMMARIE SINATRA**

Kimmarie Sinatra ("Ms. Sinatra"), for her Answer to the Sixth Amended Counterclaim and Crossclaim filed by Elaine P. Wynn ("Ms. Wynn"), hereby responds as follows:

ANSWER

Except where otherwise admitted, Ms. Sinatra generally denies all of the allegations contained in the Sixth Amended Counterclaim and Crossclaim, including the headings contained therein, which are repeated below solely for ease of reference. Ms. Sinatra is not required to

1 respond, and does not respond, to the claims that were not asserted against her, including the First,
2 Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Thirteenth,
3 Fourteenth, and Sixteenth Causes of Action.

4 **I. Introduction**

5 1. The allegations in paragraph 1 contain multiple legal conclusions to which no
6 response is required. To the extent any response is required, Ms. Sinatra denies the allegations in
7 paragraph 1.

8 2. Ms. Sinatra denies the allegations contained in paragraph 2.

9 3. Ms. Sinatra denies the allegations contained in paragraph 3.

10 4. The allegations in paragraph 4 contain multiple legal conclusions to which no
11 response is required. To the extent any response is required, Ms. Sinatra denies the allegations in
12 paragraph 4.

13 5. The allegations in paragraph 5 contain multiple legal conclusions to which no
14 response is required. To the extent any response is required, Ms. Sinatra denies the allegations in
15 paragraph 5.

16 6. The allegations in paragraph 6 contain multiple legal conclusions to which no
17 response is required. To the extent any response is required, Ms. Sinatra denies the allegations in
18 paragraph 6.

19 7. The allegations in paragraph 7 contain multiple legal conclusions to which no
20 response is required. To the extent any response is required, Ms. Sinatra denies the allegations in
21 paragraph 7.

22 8. Ms. Sinatra denies the allegations contained in paragraph 8.

23 9. Ms. Sinatra admits that Ms. Wynn is nearly a 10 percent shareholder of Wynn
24 Resorts (the "Company"), that she no longer sits on the Company's Board of Directors (the
25 "Board"), that she is a sophisticated business woman, and that Ms. Wynn's stock in the Company
26 is subject to voting and transfer restrictions as set forth in the January 2010 Stockholders
27 Agreement. Except as otherwise admitted or averred, Ms. Sinatra denies the allegations contained
28 in paragraph 9.

1 **II. Case Designation**

2 10. The allegations in paragraph 10 contain multiple legal conclusions to which no
3 response is required.

4 **III. The Parties**

5 11. Ms. Sinatra is without sufficient basis to form a belief as to the truth or falsity of the
6 allegations contained in paragraph 11 and, therefore, denies them.

7 12. On information and belief, Ms. Sinatra admits the allegations contained in
8 paragraph 12.

9 13. Ms. Sinatra admits the allegations contained in paragraph 13.

10 14. On information and belief, Ms. Sinatra admits the allegations contained in
11 paragraph 14.

12 15. On information and belief, Ms. Sinatra admits that Aruze USA, Inc. (“Aruze”) is a
13 company organized and existing under the laws of Nevada, has been controlled by Kazuo Okada
14 and is the entity Mr. Okada has used to hold shares in Wynn Resorts. Except as otherwise
15 admitted or averred, Ms. Sinatra is without sufficient basis to form a belief as to the truth or falsity
16 of the allegations contained in paragraph 15 and, therefore, denies them.

17 **IV. General Allegations**

18 16. Ms. Sinatra admits that Ms. Wynn and Stephen A. Wynn (“Mr. Wynn”) have been
19 married, divorced and remarried and divorced a second time. Except as otherwise admitted or
20 averred, Ms. Sinatra is without sufficient basis to form a belief as to the truth or falsity of the
21 allegations contained in paragraph 16 and, therefore, denies them.

22 17. On information and belief, Ms. Sinatra admits that Mr. Wynn did not contest that
23 Ms. Wynn was entitled to 50 percent of the stock he held in the Company at the time of their
24 divorce, and that the stock was subject to the same or similar restrictions to which Ms. Wynn
25 agreed. Except as otherwise admitted or averred, Ms. Sinatra is without sufficient basis to form a
26 belief as to the truth or falsity of the allegations contained in paragraph 17 and, therefore, denies
27 them.

28 18. Ms. Sinatra is without sufficient basis to form a belief as to the truth or falsity of the

1 allegations contained in paragraph 18 and, therefore, denies them.

2 19. On information and belief, Ms. Sinatra admits the allegations contained in
3 paragraph 19.

4 **A. The Creation of Wynn Resorts**

5 20. On information and belief, Ms. Sinatra admits that, in April 2000, Mr. Wynn
6 formed Valvino Lamore, LLC (“Valvino”), a Nevada limited liability company, that Valvino
7 acquired the former Desert Inn Resort & Casino in June 2000, and that Wynn Las Vegas was later
8 developed on the former Desert Inn site. Except as otherwise admitted, Ms. Sinatra denies the
9 allegations in paragraph 20.

10 21. On information and belief, Ms. Sinatra admits that Aruze USA, Inc. (“Aruze”)
11 contributed \$260 million to Valvino in October 2000 and became a member of Valvino. Except as
12 otherwise admitted, Ms. Sinatra denies the allegations in paragraph 21.

13 22. On information and belief, Ms. Sinatra admits the allegations contained in
14 paragraph 22.

15 23. On information and belief, Ms. Sinatra admits the allegations contained in
16 paragraph 23.

17 24. On information and belief, Ms. Sinatra admits the allegations contained in
18 paragraph 24.

19 25. On information and belief, Ms. Sinatra admits the allegations contained in
20 paragraph 25.

21 26. On information and belief, Ms. Sinatra admits the allegations contained in
22 paragraph 26.

23 **B. The 2002 and 2006 Stockholders Agreements**

24 27. On information and belief, Ms. Sinatra avers that Mr. Wynn, Aruze, and Baron
25 Asset Fund entered into the April 2002 Stockholders Agreement, that the agreement was amended
26 in November 2006, and that Mr. Wynn, Aruze, and Ms. Wynn entered the Amended and Restated
27 Stockholders Agreement in early January 2010. Except as otherwise admitted or averred, Ms.
28 Sinatra denies the allegations in paragraph 27.

1 28. Ms. Sinatra admits that the April 2002 Stockholders Agreement referenced in
2 paragraph 28 sets forth various terms among stockholders, and refers to such agreement for a full
3 and accurate statement of the terms thereof. Ms. Sinatra denies any allegation or characterization
4 inconsistent with the April 2002 Stockholders Agreement, which speaks for itself. Except as
5 otherwise admitted or averred, Ms. Sinatra denies the allegations contained in paragraph 28.

6 29. Ms. Sinatra admits that the April 2002 Stockholders Agreement referenced in
7 paragraph 29 sets forth various terms among stockholders, and refers to such agreement for a full
8 and accurate statement of the terms thereof. Ms. Sinatra denies any allegation or characterization
9 inconsistent with the April 2002 Stockholders Agreement, which speaks for itself. Except as
10 otherwise admitted or averred, Ms. Sinatra denies the allegations contained in paragraph 29.

11 30. Ms. Sinatra admits that the April 2002 Stockholders Agreement referenced in
12 paragraph 30 sets forth various terms among stockholders, and refers to such agreement for a full
13 and accurate statement of the terms thereof. Ms. Sinatra denies any allegation or characterization
14 inconsistent with the April 2002 Stockholders Agreement, which speaks for itself. Except as
15 otherwise admitted or averred, Ms. Sinatra denies the allegations contained in paragraph 30.

16 31. Ms. Sinatra admits that the March 15, 2005 Form 10-K filing referenced in
17 paragraph 31 sets forth various statements and refers to such filing for a full and accurate statement
18 of the contents thereof. Ms. Sinatra denies any allegation or characterization inconsistent with the
19 March 15, 2005 Form 10-K filing, which speaks for itself. Except as otherwise admitted or
20 averred, Ms. Sinatra denies the allegations contained in paragraph 31.

21 32. Ms. Sinatra admits that the March 15, 2005 Form 10-K filing referenced in
22 paragraph 32 sets forth various statements and refers to such filing for a full and accurate statement
23 of the contents thereof. Ms. Sinatra denies any allegation or characterization inconsistent with the
24 March 15, 2005 Form 10-K filing, which speaks for itself. Except as otherwise admitted or
25 averred, Ms. Sinatra denies the allegations contained in paragraph 32.

26 33. Ms. Sinatra admits that Mr. Wynn and Aruze executed an Amendment to the April
27 2002 Stockholders Agreement on or about November 8, 2006. Except as otherwise admitted, Ms.
28 Sinatra denies the allegations in paragraph 33.

1 34. Ms. Sinatra admits that the November 2006 Amendment to the April 2002
2 Stockholders Agreement referenced in paragraph 34 sets forth various terms among stockholders,
3 and refers to such agreement for a full and accurate statement of the terms thereof. Ms. Sinatra
4 denies any allegation or characterization inconsistent with the November 2006 Amendment to the
5 April 2002 Stockholders Agreement, which speaks for itself. Except as otherwise admitted, Ms.
6 Sinatra denies the allegations contained in paragraph 34.

7 **C. Division of the Wynn Shares**

8 35. On information and belief, Ms. Sinatra admits the allegations contained in the first
9 sentence of paragraph 35. The allegations contained in the second sentence of paragraph 35 are
10 legal conclusions to which no response is required. To the extent any response is required, Ms.
11 Sinatra denies the allegations contained in the second sentence of paragraph 35.

12 36. Ms. Sinatra admits that Mr. Wynn's shares in the Company were subject to the
13 April 2002 Stockholders Agreement, as amended, that Mr. Wynn could not convey any stock to
14 Ms. Wynn free of the restrictions imposed by such agreement. Except as otherwise admitted, Ms.
15 Sinatra is without sufficient basis to form a belief as to the truth or falsity of the allegations
16 contained in paragraph 36 and, therefore, denies them.

17 37. Ms. Sinatra is without sufficient basis to form a belief as to the truth or falsity of the
18 allegations contained in paragraph 37 and, therefore, denies them.

19 38. On information and belief, Ms. Sinatra admits that Ms. Wynn would separately own
20 nearly 10 percent of the stock in the Company following her divorce with Mr. Wynn, and avers
21 that the parties' Marital Settlement Agreement sets forth various terms between Mr. Wynn and Ms.
22 Wynn, including Ms. Wynn's service on the Company's Board, and refers to such agreement for a
23 full and accurate statement of the terms thereof. Ms. Sinatra denies any allegation or
24 characterization inconsistent with the Marital Settlement Agreement, which speaks for itself.
25 Except as otherwise admitted or averred, Ms. Sinatra denies the allegations contained in paragraph
26 38.

27 39. Ms. Sinatra admits that Ms. Wynn signed the January 2010 Stockholders
28 Agreement. Except as otherwise admitted, Ms. Sinatra denies the allegations contained in

1 paragraph 39.

2 **D. The January 2010 Stockholders Agreement**

3 40. Ms. Sinatra admits that Mr. Wynn, Ms. Wynn, and Aruze signed the January 2010
4 Stockholders Agreement. Except as otherwise admitted, Ms. Sinatra denies the allegations
5 contained in paragraph 40.

6 41. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
7 paragraph 41 sets forth various terms, and refers to such agreement for a full and accurate
8 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
9 with the January 2010 Stockholders Agreement, which speaks for itself.

10 42. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
11 paragraph 42 sets forth various terms, and refers to such agreement for a full and accurate
12 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
13 with the January 2010 Stockholders Agreement, which speaks for itself.

14 43. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
15 paragraph 43 sets forth various terms, and refers to such agreement for a full and accurate
16 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
17 with the January 2010 Stockholders Agreement, which speaks for itself.

18 44. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
19 paragraph 44 sets forth various terms, and refers to such agreement for a full and accurate
20 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
21 with the January 2010 Stockholders Agreement, which speaks for itself.

22 45. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
23 paragraph 45 sets forth various terms, and refers to such agreement for a full and accurate
24 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
25 with the January 2010 Stockholders Agreement, which speaks for itself.

26 46. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
27 paragraph 46 sets forth various terms, and refers to such agreement for a full and accurate
28 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent

1 with the January 2010 Stockholders Agreement, which speaks for itself.

2 47. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
3 paragraph 47 sets forth various terms, and refers to such agreement for a full and accurate
4 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
5 with the January 2010 Stockholders Agreement, which speaks for itself.

6 **E. WYNN RESORTS' REDEMPTION OF ARUZE'S STOCK**

7 48. Ms. Sinatra admits that Wynn Resorts, on behalf of its Compliance Committee,
8 retained Louis Freeh ("Mr. Freeh") and his firm to conduct an investigation. Except as otherwise
9 admitted, Ms. Sinatra denies the allegations contained in paragraph 48.

10 49. Ms. Sinatra admits that Mr. Freeh made a presentation on February 18, 2012 to the
11 Company's Board, that following Mr. Freeh's presentation the Company's Board adopted a
12 resolution finding Aruze, Kazuo Okada ("Mr. Okada"), and Universal Entertainment Corporation
13 to be Unsuitable Persons under the Company's Second Amended and Restated Articles of
14 Incorporation (the "Articles"), and that the Company redeemed Aruze's shares in the Company in
15 accordance with the provisions of the Articles. Except as otherwise admitted, Ms. Sinatra denies
16 the allegations contained in paragraph 49.

17 50. The allegations in paragraph 50 contain multiple legal conclusions to which no
18 response is required. To the extent any response is required, Ms. Sinatra denies the allegations in
19 paragraph 50.

20 **F. Mr. Wynn's Abandonment of His Promises to Ms. Wynn and Pattern of**
21 **Reckless Behavior**

22 51. Ms. Sinatra denies the allegations contained in paragraph 51.

23 52. On information and belief, Ms. Sinatra admits that Mr. Wynn reached a settlement
24 using his personal funds with a former Company employee referenced in paragraph 52, and avers
25 that Ms. Wynn was aware of this fact since at least 2009. Except as otherwise admitted or averred,
26 Ms. Sinatra denies the allegations contained in paragraph 52.

27 53. Ms. Sinatra is without sufficient basis to form a belief as to the truth or falsity of the
28 allegations contained in paragraph 53 and, therefore, denies them.

1 54. Ms. Sinatra admits that Marc Schorr (“Mr. Schorr”) was a former director on the
2 Company’s Board, that Mr. Schorr was the former Chief Operating Officer of Company. Except
3 as otherwise admitted, Ms. Sinatra denies the allegations contained in paragraph 54.

4 55. Ms. Sinatra admits that Tim Poster (“Mr. Poster”) formerly held a position in casino
5 marketing, that Mr. Poster was thereafter promoted to the position of Chief Operating Officer of
6 Wynn Las Vegas, and that Mr. Poster resigned from the position of Chief Operating Officer while
7 undergoing a licensing investigation by the Nevada Gaming Control Board in connection with his
8 ownership interest in a non-Wynn Resorts gaming venture. Except as otherwise admitted, Ms.
9 Sinatra denies the allegations contained in paragraph 55.

10 56. Ms. Sinatra admits that Mr. Schorr’s departure from the Company was publicly
11 disclosed in a filing with the Securities and Exchange Commission, and that he was subsequently
12 hired as a consultant for Wynn Resorts. Except as otherwise admitted, Ms. Sinatra denies the
13 allegations contained in paragraph 56.

14 57. Ms. Sinatra admits that the Company’s publicly filed proxy statement for 2009
15 disclosed she was paid \$10.4 million, including nearly \$7 million in deferred option awards.
16 Except as otherwise admitted, Ms. Sinatra denies the allegations contained in paragraph 57.

17 58. Ms. Sinatra admits that the March 2014 Proxy Statement referenced in paragraph
18 58 sets forth various terms, and refers to such agreement for a full and accurate statement of the
19 terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent with the March
20 2014 Proxy Statement, which speaks for itself. Ms. Sinatra admits that Mr. Wynn’s compensation
21 package was restructured in 2014, that Mr. Wynn initially requested that any additional shares he
22 received as compensation not be subject to the restrictions contained in the 2010 Stockholders
23 Agreement, and avers that Ms. Wynn refused this request and told other company directors that
24 she needed to maintain this position as leverage in her lawsuit against Mr. Wynn. Except as
25 otherwise admitted or averred, Ms. Sinatra denies the allegations contained in paragraph 58.

26 59. Ms. Sinatra denies the allegations contained in paragraph 59.

27 60. Ms. Sinatra admits that Mr. Wynn is free to support whatever candidate or party he
28 chooses. Except as otherwise admitted, Ms. Sinatra denies the allegations contained in paragraph

1 60.

2 61. Ms. Sinatra admits that the votes of the Company's Board have been mostly
3 unanimous. Except as otherwise admitted, Ms. Sinatra denies the allegations contained in
4 paragraph 61.

5 **G. Mr. Wynn's Disregard of His Agreement and of His Repeated Assurances to**
6 **Engineer Elaine Wynn's Removal from the Board of the Company She Built**

7 62. Ms. Sinatra denies the allegations contained in paragraph 62.

8 63. Ms. Sinatra admits that the Nominating and Corporate Governance Committee
9 ("NCGC") of the Company voted to recommend that Ms. Wynn not be renominated to the Board,
10 that the NCGC voted to recommend that the Board be decreased by one, and that NCGC voted to
11 recommend that only directors J. Edward Virtue ("Mr. Virtue") and John J. Hagenbuch ("Mr.
12 Hagenbuch") be renominated. Except as otherwise admitted, Ms. Sinatra denies the allegations
13 contained in paragraph 63.

14 64. Ms. Sinatra admits that the Company's Board voted in favor of reducing the size of
15 the Board by one, that the Board voted in favor of renominating Mr. Virtue and Mr. Hagenbuch to
16 the Board, and that Mr. Wynn voted against reducing the size of the Board by one. Except as
17 otherwise admitted, Ms. Sinatra denies the allegations contained in paragraph 64.

18 65. Ms. Sinatra admits that Ms. Wynn filed the preliminary proxy statement referenced
19 in paragraph 65, that the Company's management responded thereto, that Mr. Wynn was
20 interviewed on the Charlie Rose Show on April 15, 2015, that Ms. Wynn issued a press release
21 thanking Mr. Wynn for his endorsement, and that the Company issued a press release on April 16,
22 2015, all of which speak for themselves. Except as otherwise admitted, Ms. Sinatra denies the
23 allegations contained in paragraph 65.

24 66. Ms. Sinatra is without sufficient basis to form a belief as to the truth or falsity of the
25 allegation that Ms. Wynn was the only director who wanted to stay on the Board who was not
26 renominated and reelected, and otherwise denies the allegations contained in paragraph 66.

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1 **V. Claims for Relief**

2 **TWELFTH CAUSE OF ACTION**

3 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
4 **(Against Kimmarie Sinatra)**

5 146. Ms. Sinatra repeats and realleges the responses set forth in paragraphs 1 through 66
6 above.

7 147. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
8 paragraph 147 sets forth various terms, and refers to such agreement for a full and accurate
9 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
10 with the January 2010 Stockholders Agreement, which speaks for itself. Except as otherwise
11 admitted, Ms. Sinatra denies the allegations contained in paragraph 147.

12 148. Ms. Sinatra admits that the January 2010 Stockholders Agreement referenced in
13 paragraph 148 sets forth various terms, and refers to such agreement for a full and accurate
14 statement of the terms thereof. Ms. Sinatra denies any allegation or characterization inconsistent
15 with the January 2010 Stockholders Agreement, which speaks for itself. Except as otherwise
16 admitted, Ms. Sinatra denies the allegations contained in paragraph 148.

17 149. The allegations contained in paragraph 149 are legal conclusions to which no
18 response is required. To the extent a response is required, Ms. Sinatra denies the allegations.

19 150. Ms. Sinatra denies the allegations contained in paragraph 150.

20 151. Ms. Sinatra denies the allegations contained in paragraph 151.

21 **FIFTEENTH CAUSE OF ACTION**

22 **AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**
23 **(Against Kimmarie Sinatra)**

24 165. Ms. Sinatra repeats and realleges the responses set forth in paragraphs 1 through 66
25 above.

26 166. Ms. Sinatra admits that Ms. Wynn was a director and minority shareholder of Wynn
27 Resorts. Except as otherwise admitted, allegations contained in paragraph 166 are legal
28 conclusions to which no response is required. To the extent a response is required, Ms. Sinatra

1 denies the allegations.

2 167. The allegations contained in paragraph 167 are legal conclusions to which no
3 response is required. To the extent a response is required, Ms. Sinatra denies the allegations.

4 168. The allegations contained in paragraph 168 are legal conclusions to which no
5 response is required. To the extent a response is required, Ms. Sinatra denies the allegations.

6 169. Ms. Sinatra denies the allegations contained in paragraph 169.

7 170. Ms. Sinatra denies the allegations contained in paragraph 170.

8 **DEMAND FOR JURY TRIAL**

9 Insofar as Ms. Wynn seeks a jury trial on her claims against Ms. Sinatra arising out of the
10 January 2010 Stockholders Agreement, it is improper as the parties waived their right to a jury
11 trial in connection with any such action, suit, or proceeding.

12 **AFFIRMATIVE DEFENSES**

13 Ms. Sinatra asserts the following affirmative defenses:

14 **FIRST AFFIRMATIVE DEFENSE**

15 The Sixth Amended Crossclaim fails to state a claim upon which relief can be granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 The Sixth Amended Crossclaim is barred in whole or part because Mr. Wynn allegedly
18 had no intention of performing under the January 2010 Stockholders Agreement irrespective of
19 Ms. Sinatra's alleged interference.

20 **THIRD AFFIRMATIVE DEFENSE**

21 The Sixth Amended Crossclaim is barred in whole or part because Ms. Sinatra did not
22 proximately cause the alleged breach of the January 2010 Stockholders Agreement by Mr. Wynn.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 The Sixth Amended Crossclaim is barred in whole or part because the alleged underlying
25 breach of fiduciary claim against Mr. Wynn is addressed by obligations in the January 2010
26 Stockholders Agreement.

27 **FIFTH AFFIRMATIVE DEFENSE**

28 The Sixth Amended Crossclaim is barred in whole or part because aiding and abetting

1 breach of fiduciary claims are only viable against a defendant who does not owe fiduciary duties
2 to the plaintiff.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 The Sixth Amended Crossclaim is barred in whole or part because Ms. Wynn disavows
5 the validity of the January 2010 Stockholders Agreement and any claim for interference of such
6 agreement must fail.

7 **SEVENTH AFFIRMATIVE DEFENSE**

8 The Sixth Amended Crossclaim is barred in whole or part by the doctrine of waiver.

9 **EIGHTH AFFIRMATIVE DEFENSE**

10 The Sixth Amended Crossclaim is barred in whole or part by the doctrine of laches.

11 **NINTH AFFIRMATIVE DEFENSE**

12 The Sixth Amended Crossclaim is barred in whole or part by the applicable statute of
13 limitations.

14 **TENTH AFFIRMATIVE DEFENSE**

15 The Sixth Amended Crossclaim is barred in whole or part by the various doctrines of
16 consent.

17 **ELEVENTH AFFIRMATIVE DEFENSE**

18 The Sixth Amended Crossclaim is barred in whole or part by the doctrine of election of
19 remedies.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 The Sixth Amended Crossclaim is barred in whole or part by the doctrines of ripeness and
22 standing.

23 **THIRTEENTH AFFIRMATIVE DEFENSE**

24 The alleged breaches and alleged misrepresentations set forth in the Sixth Amended
25 Crossclaim, if any, are not material.

26 **FOURTEENTH AFFIRMATIVE DEFENSE**

27 The Sixth Amended Crossclaim is barred in whole or part by the doctrine of futility.

28 **FIFTEENTH AFFIRMATIVE DEFENSE**

1 The Sixth Amended Crossclaim is barred in whole or part by the doctrine of unclean
2 hands.

3 **SIXTEENTH AFFIRMATIVE DEFENSE**

4 The Sixth Amended Crossclaim is barred in whole or part as Ms. Sinatra has complied
5 with all express and implied obligations contained in the contracts at issue and the corporate
6 governance documents of the Company.

7 **SEVENTEENTH AFFIRMATIVE DEFENSE**

8 The Sixth Amended Crossclaim is barred in whole or part by the doctrine of the business
9 judgment rule.

10 **EIGHTEENTH AFFIRMATIVE DEFENSE**

11 The Sixth Amended Crossclaim is barred in whole or part because Ms. Sinatra's actions or
12 omissions were legally justified and/or privileged and, thus, cannot give rise to any liability on the
13 part of Ms. Sinatra.

14 Ms. Sinatra hereby gives notice that she intends to rely upon any other defense and/or
15 remedy that may become available or appear during the proceedings in this case and hereby reserves
16 the right to amend this Answer to assert any such defense and/or remedy.

17 WHEREFORE, Ms. Sinatra respectfully prays as follows:

- 18 1. That Ms. Wynn take nothing by way of her Sixth Amended Crossclaim;
19 2. That the Court enter judgment for Ms. Sinatra in the amount of all attorney's fees
20 and costs incurred herein; and
21 3. For any and all other relief deemed just and proper under the circumstances.

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1 **III. Jurisdiction and Venue**

2 3. Ms. Wynn is a citizen of the State of Nevada.

3 4. Venue is properly vested in this District because the process abused by Defendant
4 as alleged hereinbelow were legal proceedings instituted in this District.

5 **IV. General Allegations**

6 5. In February 2012, Wynn Resorts initiated an action against Kazou Okada
7 (“Okada”), Aruze USA, Inc. (“Aruze”) and Universal Entertainment Corp. (“Universal”) in this
8 District (the “Underlying Actions”). Generally, the action pertained to Okada’s role as a member
9 of the Wynn Resorts Board of Directors and certain actions taken by the Board of Directors,
10 including the redemption of Wynn Resorts stock previously owned by Aruze USA, Inc.

11 6. Aruze and Universal asserted certain counterclaims against Wynn Resorts,
12 members of its Board of Directors (which included Ms. Wynn) and Ms. Sinatra.

13 7. In early 2012, Ms. Wynn filed certain counterclaims and crossclaims in the
14 Underlying Action. Included were claims in which she sought to avoid her obligations under a
15 2010 stockholders agreement entered into between Ms. Wynn, Mr. Wynn and Aruze (the “2010
16 Stockholders Agreement”).

17 8. In 2015, Ms. Wynn’s term as a member of the Board of Directors ended when the
18 shareholders of the corporation declined to vote her to another term.

19 9. For the four year period between early 2012 until early 2016, Ms. Wynn conducted
20 her litigation in a manner that was generally consistent with the alignment of the parties in the
21 Underlying Action. Ms. Wynn voted in favor of the redemption of the Aruze stock and other
22 matters relating to Aruze and Okada. Therefore, as to the claims asserted by Aruze and Universal,
23 her interests are aligned with Wynn Resorts and she defended those claims accordingly.

24 **A. The Abuse of Legal Process Begins As Quinn Emanuel Joins As Ms. Wynn’s**
25 **Counsel**

26 10. In early 2016, Ms. Wynn’s prior out-of-state counsel withdrew from the lawsuit and
27 Quinn Emanuel became her lead counsel.

28 11. At that time, Ms. Wynn began her campaign to abuse the legal process as against

1 Ms. Sinatra for the purposes, among others, of extracting a settlement from Mr. Wynn, Wynn
2 Resorts and Ms. Sinatra that could not be achieved in court, to intimidate and embarrass Mr.
3 Wynn, Wynn Resorts and Ms. Sinatra, to create potential conflicts between them, and to
4 intentionally jeopardize their case against Okada, Aruze and Universal.

5 12. The intent to abuse the process was made clear almost as soon as Quinn Emanuel
6 joined the case.

7 13. On February 12, 2016, Quinn Emanuel contacted Mr. Wynn's attorney and made an
8 unabashed threat on behalf of Ms. Wynn: either accept a "settlement proposal" or Ms. Wynn
9 would amend her pleadings to add tort claims against Wynn Resorts and Ms. Sinatra. To add to
10 the threat, Quinn Emanuel identified specific accusations Ms. Wynn would make in the amended
11 pleading.

12 14. Ms. Sinatra is informed and believes, and thereon alleges, Ms. Wynn intended and
13 hoped that the nature of the accusations would cause Mr. Wynn, Wynn Resorts and Ms. Sinatra to
14 make a settlement decision not based on the merits of any claim, but based upon the fear of such
15 accusations being made public. Further, Ms. Wynn knew some of the accusations to be false.

16 15. Ms. Wynn, through her counsel, insisted that Mr. Wynn, Wynn Resorts and Ms.
17 Sinatra could only avoid the filing of the threatened pleadings if Mr. Wynn would: 1) agree to
18 release Ms. Wynn from the transfer restrictions contained in the 2010 stockholders agreement, 2)
19 cause the company to terminate Ms. Sinatra, and 3) cause the company to separate the CEO and
20 Chairman of the Board positions.

21 16. Obviously, other than her efforts to avoid the transfer restrictions on her stock, Ms.
22 Wynn could not accomplish any of her other demands through litigation. And, of course, no claim
23 needed to be asserted against anyone other than Mr. Wynn to accomplish that.

24 17. Having made the above-referenced threats and demands, Quinn Emanuel provided
25 Mr. Wynn's counsel with Ms. Wynn's draft amended pleading. Quinn Emanuel stated that Ms.
26 Wynn intended to immediately file the pleading with a motion for leave to amend her operative
27 counterclaims.

28 18. In the draft amended pleading, Ms. Wynn included allegations that she knew to be

1 false. The draft amended pleading also included other serious allegations that had nothing to do
2 with Ms. Wynn's claims.

3 19. On March 10, 2016, Ms. Wynn initiated legal process against Wynn Resorts and
4 Ms. Sinatra by filing a motion for leave to file amended crossclaims and counterclaims. The
5 proposed pleading included the threatened tort claims against Wynn Resorts and Ms. Sinatra,
6 though some of the scurrilous accusations had been removed.

7 20. Ms. Wynn did not care whether the new claims were factually or legally tenable
8 because they were not asserted for the purposes of resolving a legitimate legal dispute, but for the
9 ulterior proposes alleged herein.

10 21. On March 27, 2016, before filing the amended pleading and making her allegations
11 public, Ms. Wynn, through Quinn Emanuel, again offered to settle the case. This time, she added
12 another extortionate option. Mr. Wynn could accept the prior proposal or he could agree to
13 purchase all of Ms. Wynn's stock in Wynn Resorts at a premium of almost 50% – at the time,
14 nearly \$500 million more than the *market* value of Ms. Wynn's transfer restricted stock. In other
15 words, Ms. Wynn gave Mr. Wynn, Wynn Resorts and Ms. Sinatra one last chance to avert the
16 publicity of Ms. Wynn's scurrilous allegations by agreeing to terms which were unavailable to Ms.
17 Wynn in court. Again, Ms. Wynn's extortionate demands were not met.

18 **B. Ms. Wynn Files Her Amended Pleading Asserting Unmeritorious Claims**
19 **Against Wynn Resorts and Ms. Sinatra, And Continues to Abuse the Legal**
20 **Process**

21 22. On March 28, 2016, Ms. Wynn filed her amended pleading which included the
22 legally untenable tort claims against Wynn Resorts and Ms. Sinatra, as well as several factual
23 allegations that had nothing to do with Ms. Wynn's claims and some of which she knew to be false
24 (the "New Claims").

25 23. Immediately upon filing the New Claims, and again under the perceived protection
26 of privilege, Ms. Wynn issued a press release announcing that she had done so. The press release
27 detailed some of the allegations (including some she knew to be false) and accused Wynn Resorts
28 and Ms. Sinatra of wrongful conduct.

1 24. The tactic of using press releases and other publicity to do what cannot be
2 accomplished in court was not an unusual event for cases on which Quinn Emanuel serve as
3 counsel. Indeed, Quinn Emanuel attorneys have been sanctioned for such conduct at least once in
4 the past. Ms. Sinatra is informed and believes, and thereon alleges, that Ms. Wynn was aware of
5 Quinn Emanuel's reputation in this regard and hired them, at least in part, for that reason.

6 25. Ms. Wynn repeated this tactic more than once – using the legal process to give her
7 the perceived protection of privilege so that she could issue press releases designed to embarrass,
8 inconvenience and/or intimidate Mr. Wynn, Wynn Resorts and/or Ms. Sinatra in order to leverage
9 a settlement on terms unavailable in the course of litigation.

10 26. For example, on April 19, 2016, Quinn Emanuel filed a motion to compel the
11 further deposition of one of Wynn Resorts' board members, former Governor Robert Miller. Ms.
12 Wynn did not even wait to learn the outcome of that motion. The very next day, Ms. Wynn issued
13 a press release announcing the fact that she had filed the motion. However, again under the
14 perceived cover of privilege, Ms. Wynn used the opportunity to reiterate the facts, some of which
15 she knew to be untrue, contained in her prior press release and to repeat her allegations of
16 wrongdoing against Wynn Resorts and Ms. Sinatra.

17 27. Additionally, Ms. Wynn began to multiply the proceedings and continued to abuse
18 the legal process in furtherance of their improper purposes. Between March 11, 2016 and May 2,
19 2016, Ms. Wynn and Quinn Emanuel noticed more than a dozen depositions in the case, including
20 one person who had already been deposed by her prior counsel. Ms. Sinatra is informed and
21 believes, and thereon alleges, that most, if not all these depositions were noticed for the improper
22 purposes alleged hereinabove and not for the purpose of accomplishing any legitimate purpose of
23 the litigation.

24 28. During the same time period, Ms. Wynn filed multiple motions to compel,
25 including two additional people who had already been deposed in the case. Ms. Sinatra is
26 informed and believes, and thereon alleges, that these motions were made for the improper
27 purposes alleged hereinabove, and not for the purpose of accomplishing any legitimate purpose of
28 the litigation.

1 **V. CLAIM FOR RELIEF**

2 **FIRST CAUSE OF ACTION**

3 **(Abuse of Process)**

4 29. Ms. Sinatra reincorporates by reference each and every one of the allegations set
5 forth in Paragraphs 1 through 28.

6 30. Ms. Wynn instituted, maintained, and conducted legal processes against Ms. Sinatra
7 as alleged hereinabove with improper motives and ulterior purposes including, but not limited to,
8 extracting a settlement from Mr. Wynn, Wynn Resorts and Ms. Sinatra that could not be achieved
9 in court, to intimidate and embarrass Mr. Wynn, Wynn Resorts and Ms. Sinatra, to create potential
10 conflicts between them, and to intentionally jeopardize their case against Okada, Aruze and
11 Universal.

12 31. Ms. Wynn engaged in multiple willful acts in the use of the legal process not proper
13 in the regular conduct of the proceeding, as alleged hereinabove, including, but not limited to, the
14 making of extortionate settlement offers both before and after initiating legal process, propounding
15 an unreasonable amount of discovery and filing motions for the purpose of coercing a settlement,
16 and filing the claims, propounding discovery and filing motions against Wynn Resorts and/or Ms.
17 Sinatra in order to orchestrate and gain favorable publicity in the hope of coercing a settlement,
18 and obtaining confidential information through the discovery process and providing it to third
19 parties to cause harm to Wynn Resorts.

20 32. As a direct and proximate result of Ms. Wynn's tortious conduct, Ms. Sinatra has
21 suffered harm including harm to reputation, attorneys' fees, mental anguish and other direct,
22 incidental, consequential and/or general damages in an amount to be proven at trial, but in excess
23 of \$10,000.

24 33. In committing the acts alleged herein, Ms. Wynn is guilty of oppression, fraud, and
25 malice toward Ms. Sinatra. As such, Ms. Sinatra is entitled to recover punitive damages from Ms.
26 Wynn.

27 34. As a result of the acts of Ms. Wynn, Ms. Sinatra has been compelled to hire the
28 services of an attorney for the protection of her interests.

1 WHEREFORE, Ms. Sinatra prays for judgment against Ms. Wynn as follows:

- 2 1. For compensatory and special damages, in excess of \$10,000, in an amount to be
3 determined at trial;
- 4 2. For punitive damages;
- 5 3. For an award of reasonable costs and attorneys' fees;
- 6 4. For prejudgment and post-judgment interest on the foregoing sums at the highest
7 rate permitted by law; and
- 8 5. For any and all additional relief that the Court deems just and proper.

9 DATED this 7th day of September, 2017.

10
11 ORRICK, HERRINGTON & SUTCLIFFE LLP

12 By: /s/ Melinda Haag
13 Melinda Haag (*pro hac vice admitted*)
14 James N. Kramer (*pro hac vice admitted*)
ORRICK, HERRINGTON & SUTCLIFFE LLP
15 405 Howard Street
San Francisco, California 94105

16 -and-

17 PISANELLI BICE PLLC
18 James J. Pisanelli, Esq., Bar No. 4027
Todd L. Bice, Esq., Bar No. 4534
19 Debra L. Spinelli, Esq., Bar No. 9695
20 400 South 7th Street Suite 300
Las Vegas, Nevada 89101

21 Attorneys for Kimmarré Sinatra
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of ORRICK, HERRINGTON & SUTCLIFFE LLP, and that on this 7th day of September, 2017, I caused to be **electronically filed and served through the Court's e-service/e-filing system** true and correct copies of the foregoing document to the interested parties listed below:

KIMMARIE SINATRA'S ANSWER TO ELAINE P. WYNN'S SIXTH AMENDED COUNTERCLAIM AND CROSSCLAIM; COUNTERCLAIM AND CROSSCLAIM OF KIMMARIE SINATRA

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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*

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

18 Executed on September 7, 2017 at San Francisco, California.

20 /s/ Lenny T. Patts

21 An employee of ORRICK, HERRINGTON
22 & SUTCLIFFE LLP
23
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mitchell J. Langberg, Esq. (SBN# 171912) Brownstein Hyatt Farber Schreck, LLP 2049 Century Park East, Suite 3550 Los Angeles, California 90067 TELEPHONE NO.: (310) 500-4600 FAX NO. (Optional): (310) 500-4602 E-MAIL ADDRESS (Optional): mlangberg@bhfs.com ATTORNEY FOR (Name): Wynn Resorts, Limited et al..	FOR COURT USE ONLY
Court for county in which discovery is to be conducted: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90067 BRANCH NAME: Central District	
Court in which action is pending: Name of Court: Clark County District Court - Eighth Judicial District STREET ADDRESS: 200 Lewis Avenue MAILING ADDRESS: CITY, STATE, AND ZIP CODE: Las Vegas, Nevada 89101 COUNTRY: United States of America	
PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al. DEFENDANT/RESPONDENT: Kazuo Okada, et al.	
DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE IN ACTION PENDING OUTSIDE CALIFORNIA	CALIFORNIA CASE NUMBER (if any assigned by court): CASE NUMBER (of action pending outside California): A-12-656710-B

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):
 Michael T. Zeller c/o Quinn Emanuel Urquhart Sullivan, LLP, 865 S. Figueroa Street, 10th Floor, Los Angeles, California, 90017 (213) 443-3000

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:

Date: October 24, 2017	Time: 9:30 a.m.	Address: 2049 Century Park East, Suite 3550, Los Angeles, CA 90067
---------------------------	--------------------	---

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.	CASE NUMBER (of action pending outside California): A-12-656710-B
DEFENDANT/RESPONDENT: Kazuo Okada, et al.	

4. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 4 (use form MC-025).

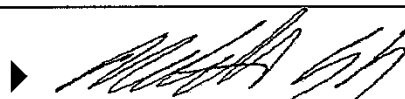
5. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)



(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Wynn Resorts, Limited, et al.

(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

1. I served this *Deposition Subpoena for Personal Appearance in Action Pending Outside California* by personally delivering a copy to the person served as follows:
 - a. Person served
 - b. Address where served:
 - c. Date of delivery:
 - d. Time of delivery:
 - e. Witness fees and mileage both ways (check one):
 - (1) ☐ were paid. Amount: \$ _____
 - (2) ☐ were not paid.
 - (3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$ _____
 - f. Fee for service: \$ _____
2. I received this subpoena for service on (date):
3. Person serving:
 - a. ☐ Not a registered California process server
 - b. ☐ California sheriff or marshal
 - c. ☐ Registered California process server
 - d. ☐ Employee or independent contractor of a registered California process server
 - e. ☐ Exempt from registration under Business and Professions Code section 22350(b)
 - f. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:



(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:



(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

**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
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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 RELATED CLAIMS

Case No.: A-12-656710-B
Dept. No.: XI

SUBPOENA – CIVIL
[X] REGULAR [] DUCES TECUM

Date: October 24, 2017
Time: 9:30 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 MICHAEL T. ZELLER
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017

5 YOU ARE HEREBY COMMANDED pursuant to NRCP 45, that all singular, business
6 and excuses set aside, you appear and attend on the **October 24, 2017 at 9:30 a.m.** at the office
7 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
8 Angeles, California, 90067. Your attendance is required to give testimony.

9 If you fail to attend on October 24, 2017, you may be deemed guilty of contempt of Court
10 and liable to pay all losses and damages caused by your failure to appear.

11 Please see Exhibit "A" attached hereto for information regarding the rights of the person
12 subject to this Subpoena.

13 DATED this 12th day of October, 2017.

14 BROWNSTEIN HYATT FARBER &
15 SCHRECK, LLP

16 By: 

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Las Vegas, Nevada 89106

18 James J. Pisanelli, Esq., Bar No. 4027
19 Todd L. Bice, Esq., Bar No. 4534
20 Debra L. Spinelli, Esq., Bar No. 9695
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400 South 7th Street, Suite 300
21 Las Vegas, Nevada 89101

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

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

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

1 shows a substantial need for the testimony or material that cannot be otherwise met without undue
2 hardship and assures that the person to whom the subpoena is addressed will be reasonably
3 compensated, the court may order appearance or production only upon specified conditions.

4 **(d) Duties in Responding to Subpoena.**

5 (1) A person responding to a subpoena to produce Documents shall produce them as they
6 are kept in the usual course of business or shall organize and label them to correspond with the
7 categories in the demand.

8 (2) When information subject to a subpoena is withheld on a claim that it is privileged or
9 subject to protection as trial preparation materials, the claim shall be made expressly and shall be
10 supported by a description of the nature of the Documents, Communications, or things not
11 produced that is sufficient to enable the demanding party to contest the claim.
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mitchell J. Langberg, Esq. (SBN# 171912) Brownstein Hyatt Farber Schreck, LLP 2049 Century Park East, Suite 3550 Los Angeles, California 90067 TELEPHONE NO.: (310) 500-4600 FAX NO. (Optional): (310) 500-4602 E-MAIL ADDRESS (Optional): mlangberg@bhfs.com ATTORNEY FOR (Name): Wynn Resorts, Limited et al..	FOR COURT USE ONLY
Court for county in which discovery is to be conducted: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90067 BRANCH NAME: Central District	
Court in which action is pending: Name of Court: Clark County District Court - Eighth Judicial District STREET ADDRESS: 200 Lewis Avenue MAILING ADDRESS: CITY, STATE, AND ZIP CODE: Las Vegas, Nevada 89101 COUNTRY: United States of America	
PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al. DEFENDANT/RESPONDENT: Kazuo Okada, et al.	CALIFORNIA CASE NUMBER (if any assigned by court):
DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE IN ACTION PENDING OUTSIDE CALIFORNIA	CASE NUMBER (of action pending outside California): A-12-656710-B

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):

John B. Quinn c/o Quinn Emanuel Urquhart Sullivan, LLP, 865 S. Figueroa Street, 10th Floor, Los Angeles, California, 90017 (213) 443-3000

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:

Date:	Time:	Address:
October 25, 2017	9:30 a.m.	2049 Century Park East, Suite 3550, Los Angeles, CA 90067

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.	CASE NUMBER (of action pending outside California): A-12-656710-B
DEFENDANT/RESPONDENT: Kazuo Okada, et al.	

4. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 4 (use form MC-025).

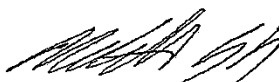
5. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)



(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Wynn Resorts, Limited, et al.

(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

1. I served this Deposition Subpoena for Personal Appearance in Action Pending Outside California by personally delivering a copy to the person served as follows:

a. Person served

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: \$

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$

f. Fee for service: \$

2. I received this subpoena for service on (date):

3. Person serving:

a. ☐ Not a registered California process server

b. ☐ California sheriff or marshal

c. ☐ Registered California process server

d. ☐ Employee or independent contractor of a registered California process server

e. ☐ Exempt from registration under Business and Professions Code section 22350(b)

f. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:



(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:



(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

**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
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Robert L. Shapiro, Esq. (*pro hac vice* admitted)
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mlangberg@bhfs.com
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Telephone: 702.382.2101

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 RELATED CLAIMS

Case No.: A-12-656710-B
Dept. No.: XI

SUBPOENA – CIVIL
[X] REGULAR [] DUCES TECUM

Date: October 25, 2017
Time: 9:30 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 JOHN B. QUINN
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
5 Los Angeles, California 90017


6 YOU ARE HEREBY COMMANDED pursuant to NRCP 45, that all singular, business
7 and excuses set aside, you appear and attend on the **October 25, 2017 at 9:30 a.m.** at the office
8 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
9 Angeles, California, 90067. Your attendance is required to give testimony.

10 If you fail to attend on October 25, 2017, you may be deemed guilty of contempt of Court
11 and liable to pay all losses and damages caused by your failure to appear.

12 Please see Exhibit "A" attached hereto for information regarding the rights of the person
13 subject to this Subpoena.

14 DATED this 12th day of October, 2017.

15 BROWNSTEIN HYATT FARBER &
16 SCHRECK, LLP

17 By: 
18 Mitchell J. Langberg Esq., Bar No. 10118
19 100 North City Parkway, Suite 1600
20 Las Vegas, Nevada 89106

21 James J. Pisanelli, Esq., Bar No. 4027
22 Todd L. Bice, Esq., Bar No. 4534
23 Debra L. Spinelli, Esq., Bar No. 9695
24 PISANELLI BICE PLLC
25 400 South 7th Street, Suite 300
26 Las Vegas, Nevada 89101

27 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
28 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, Kimmie Sinatra, D. Boone Wayson
and Allen Zemen

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

1 shows a substantial need for the testimony or material that cannot be otherwise met without undue
2 hardship and assures that the person to whom the subpoena is addressed will be reasonably
3 compensated, the court may order appearance or production only upon specified conditions.

4 **(d) Duties in Responding to Subpoena.**

5 (1) A person responding to a subpoena to produce Documents shall produce them as they
6 are kept in the usual course of business or shall organize and label them to correspond with the
7 categories in the demand.

8 (2) When information subject to a subpoena is withheld on a claim that it is privileged or
9 subject to protection as trial preparation materials, the claim shall be made expressly and shall be
10 supported by a description of the nature of the Documents, Communications, or things not
11 produced that is sufficient to enable the demanding party to contest the claim.
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mitchell J. Langberg, Esq. (SBN# 171912) Brownstein Hyatt Farber Schreck, LLP 2049 Century Park East, Suite 3550 Los Angeles, California 90067 TELEPHONE NO.: (310) 500-4600 FAX NO. (Optional): (310) 500-4602 E-MAIL ADDRESS (Optional): mlangberg@bhfs.com ATTORNEY FOR (Name): Wynn Resorts, Limited et al..	FOR COURT USE ONLY
Court for county in which discovery is to be conducted: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90067 BRANCH NAME: Central District	
Court in which action is pending: Name of Court: Clark County District Court - Eighth Judicial District STREET ADDRESS: 200 Lewis Avenue MAILING ADDRESS: CITY, STATE, AND ZIP CODE: Las Vegas, Nevada 89101 COUNTRY: United States of America	
PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al. DEFENDANT/RESPONDENT: Kazuo Okada, et al.	
DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE IN ACTION PENDING OUTSIDE CALIFORNIA	CALIFORNIA CASE NUMBER (if any assigned by court): CASE NUMBER (of action pending outside California): A-12-656710-B

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):
 Ian S. Shelton c/o Quinn Emanuel Urquhart Sullivan, LLP, 865 S. Figueroa Street, 10th Floor, Los Angeles, California,
 90017 (213) 443-3000

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:

Date: October 26, 2017	Time: 9:30 a.m.	Address: 2049 Century Park East, Suite 3550, Los Angeles, CA 90067
---------------------------	--------------------	---

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.	CASE NUMBER (of action pending outside California): A-12-656710-B
DEFENDANT/RESPONDENT: Kazuo Okada, et al.	

4. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 4 (use form MC-025).

5. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Wynn Resorts, Limited, et al.

(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

1. I served this Deposition Subpoena for Personal Appearance in Action Pending Outside California by personally delivering a copy to the person served as follows:

a. Person served

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: \$

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$

f. Fee for service: \$

2. I received this subpoena for service on (date):

3. Person serving:

a. ☐ Not a registered California process server

b. ☐ California sheriff or marshal

c. ☐ Registered California process server

d. ☐ Employee or independent contractor of a registered California process server

e. ☐ Exempt from registration under Business and Professions Code section 22350(b)

f. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:

►

(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:

►

(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

**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
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Robert L. Shapiro, Esq. (*pro hac vice* admitted)
RS@glaserweil.com

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mlangberg@bhfs.com
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Telephone: 702.382.2101

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 RELATED CLAIMS

Case No.: A-12-656710-B
Dept. No.: XI

SUBPOENA – CIVIL
[X] REGULAR [] DUCES TECUM

Date: October 26, 2017
Time: 9:30 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 IAN S. SHELTON
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
5 Los Angeles, California 90017

6 **YOU ARE HEREBY COMMANDED** pursuant to NRCP 45, that all singular, business
7 and excuses set aside, you appear and attend on the **October 26, 2017 at 9:30 a.m.** at the office
8 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
9 Angeles, California, 90067. Your attendance is required to give testimony.

10 If you fail to attend on October 26, 2017, you may be deemed guilty of contempt of Court
11 and liable to pay all losses and damages caused by your failure to appear.

12 Please see Exhibit "A" attached hereto for information regarding the rights of the person
13 subject to this Subpoena.

14 DATED this 12th day of October, 2017.

15 BROWNSTEIN HYATT FARBER &
16 SCHRECK, LLP

17 By: 

18 Mitchell J. Langberg Esq., Bar No. 10118
19 100 North City Parkway, Suite 1600
20 Las Vegas, Nevada 89106

21 James J. Pisanelli, Esq., Bar No. 4027
22 Todd L. Bice, Esq., Bar No. 4534
23 Debra L. Spinelli, Esq., Bar No. 9695
24 PISANELLI BICE PLLC
25 400 South 7th Street, Suite 300
26 Las Vegas, Nevada 89101

27 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
28 GLASER WEIL FINK HOWARD
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Los Angeles, California 90067

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Russell Goldsmith, Ray R. Irani, Robert J. Miller,
John A. Moran, Marc D. Schorr, Alvin V.
Shoemaker, Kimmie Sinatra, D. Boone Wayson
and Allen Zemen

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

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shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce Documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the Documents, Communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mitchell J. Langberg, Esq. (SBN# 171912) Brownstein Hyatt Farber Schreck, LLP 2049 Century Park East, Suite 3550 Los Angeles, California 90067 TELEPHONE NO.: (310) 500-4600 FAX NO. (Optional): (310) 500-4602 E-MAIL ADDRESS (Optional): mlangberg@bhfs.com ATTORNEY FOR (Name): Wynn Resorts, Limited et al..	FOR COURT USE ONLY
Court for county in which discovery is to be conducted: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90067 BRANCH NAME: Central District	
Court in which action is pending: Name of Court: Clark County District Court - Eighth Judicial District STREET ADDRESS: 200 Lewis Avenue MAILING ADDRESS: CITY, STATE, AND ZIP CODE: Las Vegas, Nevada 89101 COUNTRY: United States of America	
PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al. DEFENDANT/RESPONDENT: Kazuo Okada, et al.	
DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE IN ACTION PENDING OUTSIDE CALIFORNIA	CALIFORNIA CASE NUMBER (if any assigned by court): CASE NUMBER (of action pending outside California): A-12-656710-B

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):
 Michael L. Fazio c/o Quinn Emanuel Urquhart Sullivan, LLP, 865 S. Figueroa Street, 10th Floor, Los Angeles, California, 90017 (213) 443-3000

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:

Date: October 31, 2017	Time: 9:00 a.m.	Address: 2049 Century Park East, Suite 3550, Los Angeles, CA 90067
---------------------------	--------------------	---

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.	CASE NUMBER (of action pending outside California):
DEFENDANT/RESPONDENT: Kazuo Okada, et al.	A-12-656710-B

4. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 4 (use form MC-025).

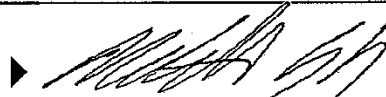
5. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)



(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Wynn Resorts, Limited, et al.

(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

1. I served this Deposition Subpoena for Personal Appearance in Action Pending Outside California by personally delivering a copy to the person served as follows:

a. Person served

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: \$

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$

f. Fee for service: \$

2. I received this subpoena for service on (date):

3. Person serving:

a. ☐ Not a registered California process server

b. ☐ California sheriff or marshal

c. ☐ Registered California process server

d. ☐ Employee or independent contractor of a registered California process server

e. ☐ Exempt from registration under Business and Professions Code section 22350(b)

f. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:



(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:



(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

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

16
17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 WYNN RESORTS, LIMITED, a Nevada
20 Corporation,

21 Plaintiff,

21 vs.

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

25 Defendants.

26 AND RELATED CLAIMS
27
28

Case No.: A-12-656710-B
Dept. No.: XI

SUBPOENA – CIVIL
[X] REGULAR [] DUCES TECUM

Date: October 31, 2017
Time: 9:00 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 MICHAEL L. FAZIO
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
5 Los Angeles, California 90017

6 **YOU ARE HEREBY COMMANDED** pursuant to NRCP 45, that all singular, business
7 and excuses set aside, you appear and attend on the **October 31, 2017 at 9:00 a.m.** at the office
8 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
9 Angeles, California, 90067. Your attendance is required to give testimony.

10 If you fail to attend on October 31, 2017, you may be deemed guilty of contempt of Court
11 and liable to pay all losses and damages caused by your failure to appear.

12 Please see Exhibit "A" attached hereto for information regarding the rights of the person
13 subject to this Subpoena.

14 DATED this 12th day of October, 2017.

15 BROWNSTEIN HYATT FARBER &
16 SCHRECK, LLP

17 By: 

18 Mitchell J. Langberg Esq., Bar No. 10118
19 100 North City Parkway, Suite 1600
20 Las Vegas, Nevada 89106

21 James J. Pisanelli, Esq., Bar No. 4027
22 Todd L. Bice, Esq., Bar No. 4534
23 Debra L. Spinelli, Esq., Bar No. 9695
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Russell Goldsmith, Ray R. Irani, Robert J. Miller,
John A. Moran, Marc D. Schorr, Alvin V.
Shoemaker, Kimmarie Sinatra, D. Boone Wayson
and Allen Zemen

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

1 shows a substantial need for the testimony or material that cannot be otherwise met without undue
2 hardship and assures that the person to whom the subpoena is addressed will be reasonably
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6 are kept in the usual course of business or shall organize and label them to correspond with the
7 categories in the demand.

8 (2) When information subject to a subpoena is withheld on a claim that it is privileged or
9 subject to protection as trial preparation materials, the claim shall be made expressly and shall be
10 supported by a description of the nature of the Documents, Communications, or things not
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COPY

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Ray R. Irani, Robert J. Miller, John A. Moran, Marc D.
Schorr, Alvin V. Shoemaker, Kimmarie Sinatra, D.
Boone Wayson and Allan Zeman

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

v.

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

Defendants.

CASE NO.: BS171352

Assigned for All Purposes to the
Honorable Samantha Jessner

RELATED TO DEPOSITION SUBPOENA
FOR PERSONAL APPEARANCE IN
ACTION OUTSIDE CALIFORNIA

PENDING IN THE DISTRICT COURT
CLARK COUNTY, NEVADA EIGHTH
JUDICIAL DISTRICT
CASE NO. A-12-656710-B

**EX PARTE APPLICATION TO SHORTEN
TIME ON HEARING OF PETITION TO
QUASH DEPOSITION SUBPOENA FOR
PERSONAL APPEARANCE IN ACTION
PENDING OUTSIDE CALIFORNIA TO
JOHN B. QUINN**

Date: October 27
Time: 8:30 a.m.
Dept.: 31

Filed Concurrently with the Declaration of
Jonathan C. Sandler; [Proposed] Order]

AND RELATED CLAIMS

EX PARTE APPLICATION TO SHORTEN TIME ON HEARING OF PETITION TO QUASH DEPOSITION
SUBPOENA FOR PERSONAL APPEARANCE

PA000167

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:**

2 **PLEASE TAKE NOTICE** that on October 27, 2017, at 8:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 31 of the Los Angeles Superior Court, located at 111
4 N. Hill Street, Los Angeles, California 90012, counsel for Kimmarie Sinatra ("Subpoenaing
5 Party"), will appear *ex parte* to request that the Court shorten time on the Petition to Quash
6 Subpoena for Personal Appearance in Action Pending Outside California ("Motion to Quash").

7 The Subpoenaing Party makes this Application pursuant to California Rules of Court,
8 Rule 3.1332, and upon the Court's inherent power to control its docket.

9 Good cause exists for this Application. See Cal. Rules of Court, Rule 3.1202(c).

10 The Subpoenaing Party make this Application on the grounds that failure to grant an *ex*
11 *parte* order specially setting a hearing on the Motion(s) to Quash on shorter than noticed time will
12 not allow the Petition to Quash to be heard and for the deposition to take place prior to the current
13 discovery cut-off date set by the Court in the underlying Nevada action. The Subpoenaing Party
14 will oppose the Petition to Quash and will file their Opposition immediately following the hearing
15 on this *ex parte*. This Application is based upon the Memorandum of Points and Authorities
16 attached hereto, the Declaration of Jonathan C. Sandler ("Sandler Decl."), filed concurrently
17 herewith, and upon all documents on file herein.

18 Pursuant to California Rule of Court 3.1202(a), the attorneys for the parties are:

19 James J. Pisanelli, Esq.
20 Todd L. Bice, Esq.
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54

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defendant, Stephen A. Wynn**

**Attorneys for Counterdefendant/
Counterclaimant/Cross-claimant Elaine P.
Wynn**

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Attorneys for Counterdefendant/Cross-
defendant Kimmarie Sinatra

**I. NOTICE OF THE EX PARTE HEARING ON THIS APPLICATION WAS GIVEN
TO ALL COUNSEL**

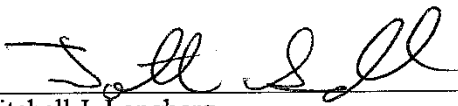
“A party seeking an ex parte order must notify all parties no later than 10:00 a.m. the court day before the ex parte appearance, absent a showing of exceptional circumstances that justify a shorter time for notice.” Cal. Rules of Court, Rule 3.1203(a). The notice is to include the nature of the relief requested, the date, time, and place the application is to be made, and whether the opposing party will appear to oppose the application. Cal. Rules of Court, Rule 3.1204(a).

On October 25, 2017, counsel for the Subpoenaing Party notified the petitioning parties in the underlying Petition to Quash of this Ex Parte Application and the time and date of the hearing. Declaration of Jonathan C. Sandler (“Sandler Dec.”) ¶ 2 Exhibit A. Additionally, on October 26, 2017, counsel for the Subpoenaing Party notified all parties of the nature of this Ex Parte Application and the time and date of the hearing. Sandler Dec. ¶ 3 Exhibit B.

Dated: October 26, 2017

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

By:


Mitchell J. Langberg
Jonathan C. Sandler
Attorneys for
WYNN RESORTS, LIMITED, LINDA
CHEN, RUSSELL GOLDSMITH, RAY R.
IRANI, ROBERT J. MILLER, JOHN A.
MORAN, MARC D. SCHORR, ALVIA V.
SHOEMAKER, KIMMARIE SINATRA,
D. BOONE WAYSON AND ALLAN
ZEMAN

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The subpoenas at issue relate to a counterclaim filed just over a month ago, in September 2017, in an action venued in Nevada. Although the basis for the counterclaim and the discovery sought by the subpoenas recently arose, due to the underlying multi-year litigation, the discovery cutoff date for all claims asserted is November 3, 2017. Thus, if ex parte relief is not granted, essential discovery will not be completed.

On or about September 7, 2017, the Subpoenaing Party, Kimmarie Sinatra, filed a counterclaim against another party in the Nevada lawsuit, Elaine P. Wynn. The counterclaim responded to amended claims filed by Ms. Wynn on or about May 26, 2017 and which survived a motion to dismiss on August 17, 2017. Ms. Sinatra's counterclaim contains a single cause of action for abuse of process. It alleges that Ms. Wynn, through various actions, including through her then counsel at Quinn Emanuel Urquhart & Sullivan, LLP, used the legal process in the Nevada action as a weapon to exact revenge against one of the people for whom she harbors great ill-will: Ms. Sinatra. Indeed, Ms. Wynn used the legal process in this case as a means to try to force the termination of Ms. Sinatra's employment – something that she could not possibly achieve through any legitimate litigation. Before she initiated legal process against Ms. Sinatra, Ms. Wynn threatened to publicly file scurrilous accusations against Steve A. Wynn ("Mr. Wynn"), Wynn Resorts, and Ms. Sinatra unless Wynn Resorts and Mr. Wynn promised, among other things, to fire Ms. Sinatra. Neither the company nor Mr. Wynn submitted to Ms. Wynn's tortious and improper demands.

Undeterred, Ms. Wynn filed the claims she threatened. And, she has litigated those claims with disregard for the rules or the rights of others. Her litigation tactics have been designed to force her targets to settle on terms that include matters unavailable to her in a court of law. That is evidenced by her post-filing demands which included, again, her insistence that Ms. Sinatra lose her job. Having tortiously used the legal process for this improper purpose, Ms. Sinatra filed a cross-claim against Ms. Wynn.

Ms. Sinatra is permitted to gather evidence to support her cause of action. She is

1 permitted to take depositions. There are depositions going forward in this case nearly every day
2 around the country. All of the parties are attempting to take requisite depositions before the
3 discovery cut-off. Four of the lay witnesses with information regarding Ms. Wynn's tortious
4 actions are the four lawyers from Quinn Emanuel who were involved in making the demands and
5 who bring the underlying Petition. None of these lawyers currently represent Ms. Wynn. The
6 subpoenas at issue seek to gather evidence in support of that cross-claim.

7 **II. BRIEF PROCEDURAL OVERVIEW**

8 California law permits a party in a foreign state action to issue a subpoena for a witness to
9 be deposed in California. Subpoenas issued by courts in another state ("foreign subpoenas") may
10 be enforced in California as provided in the "Interstate and International Depositions and
11 Discovery Act" (CCP § 2029.100 et seq.). The Code of Civil Procedure provides that a party to
12 an out-of-state legal proceeding may retain a California lawyer to issue a subpoena to a local
13 resident without prior court approval. See CCP § 2029.350(a). That is precisely what occurred
14 here.

15 On October 12, 2017, counsel in the Nevada action issued four subpoenas for individuals
16 residing in Los Angeles. On October 12, 2017, California counsel for the party obtaining the
17 Nevada subpoenas proceeded to serve the four Los Angeles based individuals with the subpoenas
18 at their place of work. The first deposition was set for October 24. The remaining depositions
19 were set on October 25, October 26 and October 31. Collectively, all subpoenas are attached as
20 Exhibit C to the Sandler Dec. and the first proof of service is Exhibit D. As seen in Exhibit E to
21 the Sandler Dec., as a courtesy to these four members of the California Bar, and at the request of
22 the witnesses' office administrator, the office administrator was permitted to accept personal
23 service on their behalf, which was completed on October 12. Having extended that courtesy,
24 counsel for the subpoenaing party e-mailed the witnesses and asked them to confirm that they
25 recognized the service to be effectual. Exhibit F to Sandler Dec. After the witnesses refused to
26 provide the courtesy of a response to that email or a follow-up email, the witnesses were hand
27 served. Exhibit G to Sandler Dec.

28 On October 19, 2017, one of the witnesses, Mr. Shelton, e-mailed objections to the

1 deposition subpoenas and offered to meet and confer later that same afternoon. Counsel for the
2 subpoenaing party telephonically met and conferred on that same day. Sandler Dec. ¶8. No
3 resolution was reached. Sandler Dec. ¶8.

4 On October 23, 2017, Mr. Shelton, on behalf of the Subpoenaed Parties filed a Petition to
5 Quash Non-Party Deposition Subpoenas For Personal Appearance In Action Pending Outside of
6 California. Counsel for Ms. Sinatra is advised that the hearing date will not be before the
7 discovery cutoff in the Nevada action and will be on November 21- 18 days after the discovery
8 cutoff date.

9 **III. GOOD CAUSE EXISTS FOR THE COURT TO SHORTEN TIME ON THE**
10 **HEARING FOR THE MOTION TO QUASH**

11 The witnesses have chosen to raise procedural barriers and to take up the Court's time
12 rather than present themselves for depositions. The witnesses should not be rewarded for their
13 failure to meet discovery obligations. The Court in Nevada set a discovery cutoff date for the
14 entire multi-year case, including the less than two month old counterclaim, of November 3, 2017.
15 No discovery will be permitted by the Nevada Court after that date.

16 The hearing for the Petition to Quash will not be heard prior to the discovery cutoff, which
17 means that it will be heard well after the discovery cutoff in the Nevada case. The Subpoenaing
18 Party issued these deposition subpoenas within the discovery cutoff deadline and with enough
19 time for the depositions to go forward.

20 The subpoenaed witnesses should not get the benefit of their failure to comply with the
21 subpoenas. Here, the Subpoenaing Party is merely seeking to have the hearing specially set. The
22 Subpoenaing Party is prepared to file her Opposition immediately.

23 A court's efforts to avoid delay should not prejudice the substantial rights of parties by
24 forcing them to go to trial without being able to fairly present their case. Delay reduction and
25 calendar management are required for a purpose: to promote the just resolution of cases on their
26 merits. (*Hernandez v. Superior Court* (2004) 115 Cal. App. 4th 1242, 1246.) However,
27 efficiency is not an end in itself. (*Id.*) When the two policies collide head-on, the strong public
28 policy favoring disposition on the merits outweighs the competing policy favoring judicial

1 efficiency. (*Id.*) Here, good cause exists to have the hearing on the Petition to Quash heard as
2 soon as possible so as to not run afoul of the Nevada Court's discovery deadline and to permit the
3 Subpoenaing Party to conduct the necessary discovery.

4 **IV. EX PARTE RELIEF IS WARRANTED**

5 *Ex parte* relief is warranted when irreparable harm or immediate danger will occur
6 without it. See Cal. Rules of Court, rule 3.1202(c). Here, without *ex parte* relief, the
7 Subpoenaing Party will suffer irreparable harm if the witnesses' Petition to Quash is heard after
8 the November 3, 2017 discovery cut-off date. Even if this Court denies the witnesses' Petition to
9 Quash after November 3rd, the Subpoenaing Party will be barred by the discovery cutoff date to
10 conduct the properly noticed depositions of the witness. The Subpoenaing Party will not only
11 be denied the opportunity to take the individual's depositions, but also and most importantly, be
12 denied the right to conduct the discovery necessary to support the counterclaim.

13 **V. CONCLUSION**

14 For the foregoing reasons, the Subpoenaing Party respectfully requests that this Court
15 grant this Application and issue an Order specially setting a hearing date for the Petition to Quash
16 with sufficient time to permit the four depositions to go forward on three consecutive days prior
17 to the November 3, 2017 discovery cut-off date.

18 Dated: October 26, 2017

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

20 By: 

21 Mitchell J. Langberg
22 Jonathan C. Sandler
23 Attorneys for
24 WYNN RESORTS, LIMITED, LINDA
25 CHEN, RUSSELL GOLDSMITH, RAY R.
26 IRANI, ROBERT J. MILLER, JOHN A.
27 MORAN, MARC D. SCHORR, ALVIA V.
28 SHOEMAKER, KIMMARIE SINATRA,
D. BOONE WAYSON AND ALLAN
ZEMAN

DECLARATION OF JONATHAN SANDLER

COPY

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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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

WYNN RESORTS, LIMITED, a Nevada
Corporation,

Plaintiff,

v.

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

Defendants.

CASE NO.: BS171352

Assigned for All Purposes to the
Honorable Samantha Jessner

RELATED TO DEPOSITION SUBPOENA
FOR PERSONAL APPEARANCE IN
ACTION OUTSIDE CALIFORNIA

PENDING IN THE DISTRICT COURT
CLARK COUNTY, NEVADA EIGHTH
JUDICIAL DISTRICT
CASE NO. A-12-656710-B

**DECLARATION OF JONATHAN C.
SANDLER IN SUPPORT OF *EX PARTE*
APPLICATION TO SHORTEN TIME ON
HEARING OF PETITION TO QUASH
DEPOSITION SUBPOENA FOR
PERSONAL APPEARANCE IN ACTION
PENDING OUTSIDE CALIFORNIA**

[Filed Concurrently with *Ex Parte* Application;
[Proposed] Order]

Date: October 27, 2017
Time: 8:30 a.m.
Dept.: 31

AND RELATED CLAIMS

16067107

DECLARATION OF J. SANDLER ISO *EX PARTE* APPLICATION TO SHORTEN TIME ON HEARING OF
PETITION TO QUASH DEPOSITION SUBPOENA

PA000177

1 I, Jonathan C. Sandler, declare as follows:

2 1. I am an attorney at law duly licensed to practice before this and all courts of the
3 State of California. I am a shareholder with the law firm of Brownstein Hyatt Farber Schreck,
4 LLP, attorneys of record parties in the action Wynn Resorts, Limited, Linda Chen, Russell
5 Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,
6 Kimmarie Sinatra, D. Boone Wayson and Allan Zeman (collectively, "Parties in Action"). I am
7 aware of the facts stated herein of my own knowledge, and if called to testify thereto, I could and
8 would competently so testify.

9 2. On October 25, 2017, I faxed and e-mailed notice of the Ex Parte Application and
10 the grounds hereon to the subpoenaed parties via a letter. Attached hereto as Exhibit A is a true
11 and correct copy of the letter to subpoenaed parties counsel along with the fax confirmation and
12 the confirming e-mail.

13 3. On October 26, 2017, the parties to the action were served with letter giving notice
14 of the ex parte. Attached hereto as Exhibit B is a true and correct copy of the service and
15 confirmations.

16 4. Attached hereto as Exhibit C are true and correct copies of the Subpoenas for
17 Deposition.

18 5. Attached hereto as Exhibit D is a true and correct copy of the proof of service on
19 the witness' office administrator.


20 6. Attached hereto as Exhibit E is a true and correct copy of an e-mail my partner,
21 Mitchell Langberg, sent to the witnesses.

22 7. Attached hereto as Exhibit F is a true and correct copy of an e-mail my partner,
23 Mitchell Langberg, sent to the witnesses.

24 8. Mr. Shelton and I telephonically met and conferred on October 19, 2017. No
25 resolution was reached. Attached hereto as Exhibit G is a true and correct copy of our
26 correspondence from October 19, 2017.

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I declare under penalty of perjury according to the laws of the State of California that the foregoing is true and correct. Executed this 26 day of October, 2017 at Los Angeles.


Jonathan C. Sandler

16067107

3

DECLARATION OF J. SANDLER ISO *EX PARTE* APPLICATION TO SHORTEN TIME ON HEARING OF
PETITION TO QUASH DEPOSITION SUBPOENA

PA000179

EXHIBIT A

Sandler, Jonathan C.

From: Sandler, Jonathan C.
Sent: Wednesday, October 25, 2017 8:48 PM
To: Ian Shelton (ianshelton@quinnemanuel.com); John Quinn (johnquinn@quinnemanuel.com); Michael Fazio (michaelfazio@quinnemanuel.com); Michael T Zeller (michaelzeller@quinnemanuel.com)
Cc: Langberg, Mitchell; Crudup, DeEtra
Subject: Wynn Resorts v. Okada (LASC Case No. BS171352) - EX PARTE NOTICE
Attachments: Letter Re Ex Parte Notice.pdf

Dear Counsel:

Attached please find the October 25, 2017 *Ex Parte* Notice Letter in the above-referenced matter with the corrected Ex Parte date of October 27, 2017.

Sincerely,

Jonathan

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JSandler@bhfs.com

October 25, 2017

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**VIA E-MAIL AND FACSIMILE
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865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017

RE: Wynn Resorts v. Okada- Petition To Quash- Ex Parte Notice- Case No. BS171352

Dear Counsel:

This letter shall serve as **Ex Parte Notice** that on October 27, 2017 at 8:30 a.m. or as soon thereafter as the Court will hear this matter, I will appear in Department 31 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles CA to ask the Court to shorten time on your Petition to Quash the Subpoenas. I will ask the Court for the earliest possible hearing date. Should you decide to stipulate to the request, please let me know as soon as possible.

Sincerely,



Jonathan C. Sandler

16079434.2

2049 Century Park East, Suite 3550
Los Angeles, CA 90067
main 310.500.4600

Fax Cover Sheet

DATE: October 25, 2017

		PHONE NO.	FAX NO.
TO:	John Quinn, Esq. Ian Shelton, Esq. Michael Zeller, Esq. Michael Fazio, Esq. Quinn Emanuel Urquhart & Sullivan LLP	213-443-3000	213-443-3100
FROM:	Jonathan Sandler	310-564-8672	310-500-4602
RE:	Wynn Resorts v. Okada (LASC Case No. BS171352) Petition To Quash- Ex Parte Notice		

No. of Pages With Cover Page: 2

IF YOU DO NOT RECEIVE ALL OF THE PAGES, OR IF YOU ENCOUNTER ANY DIFFICULTIES WITH THIS TRANSMISSION, PLEASE CALL OUR OFFICE AT 303.223.1100. THANK YOU.

Message:

Attached please find EX PARTE NOTICE.

Statement of Confidentiality

The information contained in this fax message is attorney privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

410 Seventeenth Street, Suite 2200
Denver, CO 80202-4432
main 303.223.1100

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Farber Schreck**

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DATE: October 25, 2017

	PHONE NO.	FAX NO.
TO: John Quinn, Esq. Ian Shelton, Esq. Michael Zeller, Esq. Michael Fazio, Esq. Quinn Emanuel Urquhart & Sullivan LLP	213-443-3000	213-443-3100
FROM: Jonathan Sandler	310-564-8672	310-500-4602
RE: Wynn Resorts v. Okada (LASC Case No. BS171352) Petition To Quash- Ex Parte Notice		

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Message:

Attached please find EX PARTE NOTICE.

EXHIBIT B

Sandler, Jonathan C.

From: efilimgmail@tylerhost.net
Sent: Thursday, October 26, 2017 9:46 AM
To: Ava M. Schaefer
Subject: Notification of Service for Case: A-12-656710-B, Wynn Resorts, Limited, Plaintiff(s) vs. Kazuo Okada, Defendant(s) for filing Service Only, Envelope Number: 1684012



Notification of Service

Case Number: A-12-656710-B
Case Style: Wynn Resorts, Limited,
Plaintiff(s) vs. Kazuo Okada, Defendant(s)
Envelope Number: 1684012

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-12-656710-B
Case Style	Wynn Resorts, Limited, Plaintiff(s) vs. Kazuo Okada, Defendant(s)
Date/Time Submitted	10/26/2017 9:37 AM PST
Filing Type	Service Only
Filing Description	Correspondence from Jonathan C. Sandler, Esq.
Filed By	PB Litigation
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**Brownstein Hyatt
Farber Schreck**

October 25, 2017

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Attorney at Law
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310.500.4602 fax
JSandler@bhfs.com

**VIA E-MAIL AND FACSIMILE
(213) 443-3100**

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Los Angeles, CA 90017

Michael Fazio, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017

RE: Wynn Resorts v. Okada- Petition To Quash- Ex Parte Notice- Case No. BS171352

Dear Counsel:

This letter shall serve as **Ex Parte Notice** that on October 27, 2017 at 8:30 a.m. or as soon thereafter as the Court will hear this matter, I will appear in Department 31 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles CA to ask the Court to shorten time on your Petition to Quash the Subpoenas. I will ask the Court for the earliest possible hearing date. Should you decide to stipulate to the request, please let me know as soon as possible.

Sincerely,



Jonathan C. Sandler

16079434.2

2049 Century Park East, Suite 3550
Los Angeles, CA 90067
main 310.500.4600

bhfs.com

Brownstein Hyatt Farber Schreck, LLP

PA000192

**Brownstein Hyatt
Farber Schreck**

Fax Cover Sheet

DATE: October 25, 2017

		PHONE NO.	FAX NO.
TO:	John Quinn, Esq. Ian Shelton, Esq. Michael Zeller, Esq. Michael Fazio, Esq. Quinn Emanuel Urquhart & Sullivan LLP	213-443-3000	213-443-3100
FROM:	Jonathan Sandler	310-564-8672	310-500-4602
RE:	Wynn Resorts v. Okada (LASC Case No. BS171352) Petition To Quash- Ex Parte Notice		

No. of Pages With Cover Page: 2

IF YOU DO NOT RECEIVE ALL OF THE PAGES, OR IF YOU ENCOUNTER ANY DIFFICULTIES WITH THIS TRANSMISSION,
PLEASE CALL OUR OFFICE AT 303.223.1100. THANK YOU.

Message:

Attached please find EX PARTE NOTICE.

Statement of Confidentiality

The information contained in this fax message is attorney privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

410 Seventeenth Street, Suite 2200
Denver, CO 80202-4432
main 303.223.1100

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	2272
RECIPIENT ADDRESS	12134433100
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TIME USE	00'50
PAGES SENT	2
RESULT	OK

**Brownstein Hyatt
Farber Schreck**

Fax Cover Sheet

DATE: October 25, 2017

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TO:	John Quinn, Esq. Ian Shelton, Esq. Michael Zeller, Esq. Michael Fazio, Esq. Quinn Emanuel Urquhart & Sullivan LLP	213-443-3000	213-443-3100
FROM:	Jonathan Sandler	310-564-8672	310-500-4602
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PLEASE CALL OUR OFFICE AT 303.223.1100. THANK YOU.

Message:

Attached please find EX PARTE NOTICE.

EXHIBIT C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mitchell J. Langberg, Esq. (SBN# 171912) Brownstein Hyatt Farber Schreck, LLP 2049 Century Park East, Suite 3550 Los Angeles, California 90067 TELEPHONE NO.: (310) 500-4600 FAX NO. (Optional): (310) 500-4602 E-MAIL ADDRESS (Optional): mlangberg@bhfs.com ATTORNEY FOR (Name): Wynn Resorts, Limited et al..	FOR COURT USE ONLY
Court for county in which discovery is to be conducted: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90067 BRANCH NAME: Central District	
Court in which action is pending: Name of Court: Clark County District Court - Eighth Judicial District STREET ADDRESS: 200 Lewis Avenue MAILING ADDRESS: CITY, STATE, AND ZIP CODE: Las Vegas, Nevada 89101 COUNTRY: United States of America	
PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al. DEFENDANT/RESPONDENT: Kazuo Okada, et al.	
DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE IN ACTION PENDING OUTSIDE CALIFORNIA	CALIFORNIA CASE NUMBER (if any assigned by court):
	CASE NUMBER (of action pending outside California): A-12-656710-B

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):
 Ian S. Shelton c/o Quinn Emanuel Urquhart Sullivan, LLP, 865 S. Figueroa Street, 10th Floor, Los Angeles, California, 90017 (213) 443-3000

- 1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:**

Date: October 26, 2017	Time: 9:30 a.m.	Address: 2049 Century Park East, Suite 3550, Los Angeles, CA 90067
----------------------------------	---------------------------	--

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.
 DEFENDANT/RESPONDENT: Kazuo Okada, et al.

CASE NUMBER (of action pending outside California):
 A-12-656710-B

4. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 4 (use form MC-025).

5. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Wynn Resorts, Limited, et al.

(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

1. I served this *Deposition Subpoena for Personal Appearance in Action Pending Outside California* by personally delivering a copy to the person served as follows:

a. Person served

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: \$

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$

f. Fee for service: \$

2. I received this subpoena for service on (date):

3. Person serving:

a. ☐ Not a registered California process server

b. ☐ California sheriff or marshal

c. ☐ Registered California process server

d. ☐ Employee or independent contractor of a registered California process server

e. ☐ Exempt from registration under Business and Professions Code section 22350(b)

f. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:

▶

(SIGNATURE)

(For California sheriff or marshal use only)
 I certify that the foregoing is true and correct.

Date:

▶

(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

**Attorneys for Wynn Resorts, Limited, Linda Chen,
Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A.
Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarré
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(702) 385-6001 – Facsimile

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James N. Kramer, Esq.
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Las Vegas, NV 89106-4614
702.382.2101

1 James J. Pisanelli, Esq., Bar No. 4027
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2 Todd L. Bice, Esq., Bar No. 4534
TLB@pisanellibice.com

3 Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com

4 PISANELLI BICE PLLC
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5 Las Vegas, NV 89101
Telephone: 702.214.2100

6 Robert L. Shapiro, Esq. (*pro hac vice* admitted)
7 RS@glaserweil.com

8 GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP
10250 Constellation Boulevard, 19th Floor
9 Los Angeles, CA 90067
Telephone: 310.553.3000

10 Mitchell J. Langberg, Esq., Bar No. 10118
11 mlangberg@bhfs.com
BROWNSTEIN HYATT FARBER & SCHRECK LLP
12 100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106
13 Telephone: 702.382.2101

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

17 DISTRICT COURT

18 CLARK COUNTY, NEVADA

19 WYNN RESORTS, LIMITED, a Nevada
20 Corporation,

Plaintiff,

21 vs.

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

24 Defendants.

25

26 AND RELATED CLAIMS

27

28

Case No.: A-12-656710-B
Dept. No.: XI

SUBPOENA – CIVIL
[X] REGULAR [] DUCES TECUM

Date: October 26, 2017
Time: 9:30 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 IAN S. SHELTON
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
5 Los Angeles, California 90017

6 **YOU ARE HEREBY COMMANDED** pursuant to NRCP 45, that all singular, business
7 and excuses set aside, you appear and attend on the **October 26, 2017 at 9:30 a.m.** at the office
8 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
9 Angeles, California, 90067. Your attendance is required to give testimony.

10 If you fail to attend on October 26, 2017, you may be deemed guilty of contempt of Court
11 and liable to pay all losses and damages caused by your failure to appear.

12 Please see Exhibit "A" attached hereto for information regarding the rights of the person
13 subject to this Subpoena.

14 DATED this 12th day of October, 2017.

15 BROWNSTEIN HYATT FARBER &
16 SCHRECK, LLP

17 By: 

18 Mitchell J. Langberg Esq., Bar No. 10118
19 100 North City Parkway, Suite 1600
20 Las Vegas, Nevada 89106

21 James J. Pisanelli, Esq., Bar No. 4027
22 Todd L. Bice, Esq., Bar No. 4534
23 Debra L. Spinelli, Esq., Bar No. 9695
24 PISANELLI BICE PLLC
25 400 South 7th Street, Suite 300
26 Las Vegas, Nevada 89101

27 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
28 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 Allen Zemen

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

1 shows a substantial need for the testimony or material that cannot be otherwise met without undue
2 hardship and assures that the person to whom the subpoena is addressed will be reasonably
3 compensated, the court may order appearance or production only upon specified conditions.

4 **(d) Duties in Responding to Subpoena.**

5 (1) A person responding to a subpoena to produce Documents shall produce them as they
6 are kept in the usual course of business or shall organize and label them to correspond with the
7 categories in the demand.

8 (2) When information subject to a subpoena is withheld on a claim that it is privileged or
9 subject to protection as trial preparation materials, the claim shall be made expressly and shall be
10 supported by a description of the nature of the Documents, Communications, or things not
11 produced that is sufficient to enable the demanding party to contest the claim.
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mitchell J. Langberg, Esq. (SBN# 171912) Brownstein Hyatt Farber Schreck, LLP 2049 Century Park East, Suite 3550 Los Angeles, California 90067 TELEPHONE NO.: (310) 500-4600 FAX NO. (Optional): (310) 500-4602 E-MAIL ADDRESS (Optional): mlangberg@bhfs.com ATTORNEY FOR (Name): Wynn Resorts, Limited et al.	FOR COURT USE ONLY
Court for county in which discovery is to be conducted: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90067 BRANCH NAME: Central District	
Court in which action is pending: Name of Court: Clark County District Court - Eighth Judicial District STREET ADDRESS: 200 Lewis Avenue MAILING ADDRESS: CITY, STATE, AND ZIP CODE: Las Vegas, Nevada 89101 COUNTRY: United States of America	
PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al. DEFENDANT/RESPONDENT: Kazuo Okada, et al.	CALIFORNIA CASE NUMBER (if any assigned by court):
DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE IN ACTION PENDING OUTSIDE CALIFORNIA	CASE NUMBER (of action pending outside California): A-12-656710-B

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):
Michael L. Fazio c/o Quinn Emanuel Urquhart Sullivan, LLP, 865 S. Figueroa Street, 10th Floor, Los Angeles, California, 90017 (213) 443-3000

- 1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:**

Date: October 31, 2017	Time: 9:00 a.m.	Address: 2049 Century Park East, Suite 3550, Los Angeles, CA 90067
----------------------------------	---------------------------	--

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.	CASE NUMBER (of action pending outside California): A-12-656710-B
DEFENDANT/RESPONDENT: Kazuo Okada, et al.	

4. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 4 (use form MC-025).

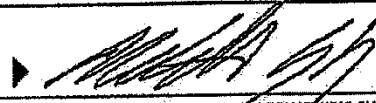
5. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)


(SIGNATURE OF PERSON ISSUING SUBPOENA)
Attorney for Wynn Resorts, Limited, et al.
(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

1. I served this Deposition Subpoena for Personal Appearance in Action Pending Outside California by personally delivering a copy to the person served as follows:

a. Person served Michael Fazio

b. Address where served: 734 N. Kilkea Dr, West Hollywood Ca. 90046

c. Date of delivery: 10/14/2017

d. Time of delivery: 5:26 pm

e. Witness fees and mileage both ways (check one):

(1) ☒ were paid. Amount: \$ 37.00

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$ tbd

f. Fee for service: \$ tbd

2. I received this subpoena for service on (date): 10/13/2017

3. Person serving:

a. ☐ Not a registered California process server

b. ☐ California sheriff or marshal

c. ☒ Registered California process server

d. ☐ Employee or independent contractor of a registered California process server

e. ☐ Exempt from registration under Business and Professions Code section 22350(b)

f. Name, address, telephone number, and, if applicable, county of registration and number:

Carole Alegre-Thiry LAC#2013119427
19368 Crystal Ridge Lane, Porter Ranch CA 91326

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

Date: 10/16/2017


(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:


(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

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

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Stephen A. Wynn:**

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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 RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

SUBPOENA – CIVIL
[X] REGULAR [] DUCES TECUM

Date: October 31, 2017

Time: 9:00 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 MICHAEL L. FAZIO
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
5 Los Angeles, California 90017

6 **YOU ARE HEREBY COMMANDED** pursuant to NRCP 45, that all singular, business
7 and excuses set aside, you appear and attend on the **October 31, 2017 at 9:00 a.m.** at the office
8 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
9 Angeles, California, 90067. Your attendance is required to give testimony.

10 If you fail to attend on October 31, 2017, you may be deemed guilty of contempt of Court
11 and liable to pay all losses and damages caused by your failure to appear.

12 Please see Exhibit "A" attached hereto for information regarding the rights of the person
13 subject to this Subpoena.

14 DATED this 12th day of October, 2017.

15 BROWNSTEIN HYATT FARBER &
16 SCHRECK, LLP

17 By: 

18 Mitchell J. Langberg Esq., Bar No. 10118
19 100 North City Parkway, Suite 1600
20 Las Vegas, Nevada 89106

21 James J. Pisanelli, Esq., Bar No. 4027
22 Todd L. Bice, Esq., Bar No. 4534
23 Debra L. Spinelli, Esq., Bar No. 9695
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25 400 South 7th Street, Suite 300
26 Las Vegas, Nevada 89101

27 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
28 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 Allen Zemen

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

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shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce Documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the Documents, Communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:

Date:	Time:	Address:
October 25, 2017	9:30 a.m.	2049 Century Park East, Suite 3550, Los Angeles, CA 90067

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.	CASE NUMBER (of action pending outside California): A-12-656710-B
DEFENDANT/RESPONDENT: Kazuo Okada, et al.	

4. ☐ Other terms or provisions from out-of-state subpoena, if any (specify):

☐ Continued on Attachment 4 (use form MC-025).

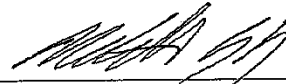
5. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)



(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Wynn Resorts, Limited, et al.

(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

- I served this *Deposition Subpoena for Personal Appearance in Action Pending Outside California* by personally delivering a copy to the person served as follows:
 - Person served
 - Address where served:
 - Date of delivery:
 - Time of delivery:
 - Witness fees and mileage both ways (check one):
 - ☐ were paid. Amount: \$
 - ☐ were not paid.
 - ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify): \$
 - Fee for service: \$
- I received this subpoena for service on (date):
- Person serving:
 - ☐ Not a registered California process server
 - ☐ California sheriff or marshal
 - ☐ Registered California process server
 - ☐ Employee or independent contractor of a registered California process server
 - ☐ Exempt from registration under Business and Professions Code section 22350(b)
 - Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:



(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:



(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

**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
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12 100 North City Parkway, Suite 1600
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13 Telephone: 702.382.2101
14 Attorneys for Wynn Resorts, Limited, Linda Chen,
Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A.
15 Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarie
Sinatra, D. Boone Wayson, and Allan Zeman
16

17 DISTRICT COURT
18 CLARK COUNTY, NEVADA

19 WYNN RESORTS, LIMITED, a Nevada
Corporation,
20
Plaintiff,
21 vs.
22 KAZUO OKADA, an individual, ARUZE
USA, INC., a Nevada corporation, and
23 UNIVERSAL ENTERTAINMENT CORP., a
Japanese corporation,
24

Defendants.

25
26 AND RELATED CLAIMS
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28

Case No.: A-12-656710-B
Dept. No.: XI

SUBPOENA - CIVIL
☒ REGULAR ☐ DUCES TECUM

Date: October 25, 2017
Time: 9:30 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 **JOHN B. QUINN**
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
5 Los Angeles, California 90017

6 **YOU ARE HEREBY COMMANDED** pursuant to NRCP 45, that all singular, business
7 and excuses set aside, you appear and attend on the **October 25, 2017 at 9:30 a.m.** at the office
8 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
9 Angeles, California, 90067. Your attendance is required to give testimony.

10 If you fail to attend on October 25, 2017, you may be deemed guilty of contempt of Court
11 and liable to pay all losses and damages caused by your failure to appear.

12 Please see Exhibit "A" attached hereto for information regarding the rights of the person
13 subject to this Subpoena.

14 DATED this 12th day of October, 2017.

15 BROWNSTEIN HYATT FARBER &
16 SCHRECK, LLP

17 By: 

18 Mitchell J. Langberg Esq., Bar No. 10118
19 100 North City Parkway, Suite 1600
20 Las Vegas, Nevada 89106

21 James J. Pisanelli, Esq., Bar No. 4027
22 Todd L. Bice, Esq., Bar No. 4534
23 Debra L. Spinelli, Esq., Bar No. 9695
24 PISANELLI BICE PLLC
25 400 South 7th Street, Suite 300
26 Las Vegas, Nevada 89101

27 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
28 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 Allen Zemen

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

1 shows a substantial need for the testimony or material that cannot be otherwise met without undue
2 hardship and assures that the person to whom the subpoena is addressed will be reasonably
3 compensated, the court may order appearance or production only upon specified conditions.

4 **(d) Duties in Responding to Subpoena.**

5 (1) A person responding to a subpoena to produce Documents shall produce them as they
6 are kept in the usual course of business or shall organize and label them to correspond with the
7 categories in the demand.

8 (2) When information subject to a subpoena is withheld on a claim that it is privileged or
9 subject to protection as trial preparation materials, the claim shall be made expressly and shall be
10 supported by a description of the nature of the Documents, Communications, or things not
11 produced that is sufficient to enable the demanding party to contest the claim.
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1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in the action specified above at the following date, time, and place:

Date: October 24, 2017	Time: 9:30 a.m.	Address: 2049 Century Park East, Suite 3550, Los Angeles, CA 90067
---------------------------	--------------------	---

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 2. (Code Civ. Proc., § 2025.230.)
- b. This deposition will be recorded stenographically ☒ through the instant visual display of testimony and by ☐ audiotape ☒ videotape.
2. ☐ If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are as follows:

☐ Continued on Attachment 2 (use form MC-025).

3. Attorneys of record in this action or parties without attorneys are (name, address, telephone number, and name of party represented):

See Attachment 3

☐ Continued on Attachment 3 (use form MC-025).

PLAINTIFF/PETITIONER: Wynn Resorts, Limited, et al.	CASE NUMBER (of action pending outside California): A-12-656710-B
DEFENDANT/RESPONDENT: Kazuo Okada, et al.	

4. ☐ Other terms or provisions from out-of-state subpoena, if any (*specify*):

☐ Continued on Attachment 4 (*use form MC-025*).

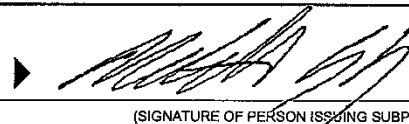
5. *At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition. Unless the court orders or you agree otherwise, if you are being deposed as an individual, the deposition must take place within 75 miles of your residence. The location of the deposition for all deponents is governed by Code of Civil Procedure section 2025.250.*

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF \$500 AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 12, 2017

Mitchell J. Langberg

(TYPE OR PRINT NAME)



(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Wynn Resorts, Limited, et al.

(TITLE)

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE

1. I served this *Deposition Subpoena for Personal Appearance in Action Pending Outside California* by personally delivering a copy to the person served as follows:
 - a. Person served
 - b. Address where served:
 - c. Date of delivery:
 - d. Time of delivery:
 - e. Witness fees and mileage both ways (*check one*):
 - (1) ☐ were paid. Amount: \$ _____
 - (2) ☐ were not paid.
 - (3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (*specify*): \$ _____
 - f. Fee for service: \$ _____
2. I received this subpoena for service on (*date*):
3. Person serving:
 - a. ☐ Not a registered California process server
 - b. ☐ California sheriff or marshal
 - c. ☐ Registered California process server
 - d. ☐ Employee or independent contractor of a registered California process server
 - e. ☐ Exempt from registration under Business and Professions Code section 22350(b)
 - f. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:



(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:



(SIGNATURE)

ATTACHMENT 3 TO SUBPOENA

Attorneys For Parties in Action

**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:**

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Grant R. Mainland, Esq.
Bradley R. Wilson, Esq.
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**Attorneys for Counterdefendant/ Counterclaimant/Cross-
claimant Elaine P. Wynn:**

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

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

TLB@pisanellibice.com

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

DLS@pisanellibice.com

4 PISANELLI BICE PLLC

400 South 7th Street, Suite 300

5 Las Vegas, NV 89101

Telephone: 702.214.2100

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

RS@glaserweil.com

7 GLASER WEIL FINK HOWARD

8 AVCHEN & SHAPIRO LLP

10250 Constellation Boulevard, 19th Floor

9 Los Angeles, CA 90067

Telephone: 310.553.3000

10 Mitchell J. Langberg, Esq., Bar No. 10118

mlangberg@bhfs.com

11 BROWNSTEIN HYATT FARBER & SCHRECK LLP

12 100 North City Parkway, Suite 1600

Las Vegas, Nevada 89106

13 Telephone: 702.382.2101

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

17 DISTRICT COURT

18 CLARK COUNTY, NEVADA

19 WYNN RESORTS, LIMITED, a Nevada
20 Corporation,

21 Plaintiff,

21 vs.

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

25 Defendants.

26 AND RELATED CLAIMS

Case No.: A-12-656710-B

Dept. No.: XI

SUBPOENA – CIVIL

[X] REGULAR [] DUCES TECUM

Date: October 24, 2017

Time: 9:30 a.m.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
702.382.2101

1 THE STATE OF NEVADA SENDS GREETINGS TO:

2 MICHAEL T. ZELLER
3 c/o Quinn Emanuel Urquhart Sullivan, LLP
4 865 S. Figueroa Street, 10th Floor
5 Los Angeles, California 90017

6 YOU ARE HEREBY COMMANDED pursuant to NRCP 45, that all singular, business
7 and excuses set aside, you appear and attend on the **October 24, 2017 at 9:30 a.m.** at the office
8 of Brownstein Hyatt Farber Schreck LLP located at 2049 Century Park East, Suite 3550, Los
9 Angeles, California, 90067. Your attendance is required to give testimony.

10 If you fail to attend on October 24, 2017, you may be deemed guilty of contempt of Court
11 and liable to pay all losses and damages caused by your failure to appear.

12 Please see Exhibit "A" attached hereto for information regarding the rights of the person
13 subject to this Subpoena.

14 DATED this 12th day of October, 2017.

15 BROWNSTEIN HYATT FARBER &
16 SCHRECK, LLP

17 By: 

18 Mitchell J. Langberg Esq., Bar No. 10118
19 100 North City Parkway, Suite 1600
20 Las Vegas, Nevada 89106

21 James J. Pisanelli, Esq., Bar No. 4027
22 Todd L. Bice, Esq., Bar No. 4534
23 Debra L. Spinelli, Esq., Bar No. 9695
24 PISANELLI BICE PLLC
25 400 South 7th Street, Suite 300
26 Las Vegas, Nevada 89101

27 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
28 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 Allen Zemen

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, Documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued

1 shows a substantial need for the testimony or material that cannot be otherwise met without undue
2 hardship and assures that the person to whom the subpoena is addressed will be reasonably
3 compensated, the court may order appearance or production only upon specified conditions.

4 **(d) Duties in Responding to Subpoena.**

5 (1) A person responding to a subpoena to produce Documents shall produce them as they
6 are kept in the usual course of business or shall organize and label them to correspond with the
7 categories in the demand.

8 (2) When information subject to a subpoena is withheld on a claim that it is privileged or
9 subject to protection as trial preparation materials, the claim shall be made expressly and shall be
10 supported by a description of the nature of the Documents, Communications, or things not
11 produced that is sufficient to enable the demanding party to contest the claim.
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EXHIBIT D

Attorney or Party without Attorney: BROWNSTEIN, HYATT, FARBER & SCHRECK, LLP Mitchell J. Langberg (171912) 2049 CENTURY PARK EAST, SUITE 3550 LOS ANGELES, CA 90067 Telephone No: 310-500-4600 Attorney For: Petitioner				For Court Use Only
Ref. No. or File No.:				
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES COUNTY SUPERIOR COURT - CENTRAL DISTRICT				
Plaintiff: WYNN RESORTS, LIMITED, ET AL Defendant: KAZUO OKADA, ET AL.				
PROOF OF SERVICE	Hearing Date: 10/26/2017	Time: 9:30 AM	Dept/Div:	Case Number: A-12-656710-B

1. At the time of service I was at least 18 years of age and not a party to this action.
 2. I served copies of the Deposition Subpoena for Personal Appearance in Action Pending Outside California, Subpoena - Civil Duces Tecum
 3.
 - a. Party served: Ian S. Shelton c/o Quinn Emanuel Urquhart Sullivan, LLP
 - b. Person served: Matthew Wright, Calendar Clerk
 4. Address where the party was served: 865 S Figueroa St 10th Floor., Los Angeles, CA 90017
 5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Thu, Oct 12 2017 (2) at: 04:58 PM
 - b. Witness Fees: \$40.00
- Recoverable cost Per CCP 1033.5(a)(4)(B)
6. Person Who Served Papers:
 - a. Douglas Forrest (5141, Los Angeles)
 - b. FIRST LEGAL
1517 W. Beverly Blvd.
LOS ANGELES, CA 90026
 - c. (213) 250-1111
 - d. The Fee for Service was:
 - e. I am: A Registered California Process Server
 7. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/13/2017

(Date)



(Signature)



Judicial Council Form
Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
SERVICE**

1731535
(3458954)

PA000237

Attorney or Party without Attorney: BROWNSTEIN, HYATT, FARBER & SCHRECK, LLP Mitchell J. Langberg (171912) 2049 CENTURY PARK EAST, SUITE 3550 LOS ANGELES, CA 90067 Telephone No: 310-500-4600 Attorney For: Petitioner				For Court Use Only
Ref. No. or File No.:				
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES COUNTY SUPERIOR COURT - CENTRAL DISTRICT				
Plaintiff: WYNN RESORTS, LIMITED, ET AL Defendant: KAZUO OKADA, ET AL.				
PROOF OF SERVICE	Hearing Date: 10/25/2017	Time: 9:30 AM	Dept/Div:	Case Number: A-12-656710-B

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of the Deposition Subpoena for Personal Appearance in Action Pending Outside California, Subpoena - Civil Duces Tecum
- Party served: John B. Quinn c/o Quinn Emanuel Urquhart Sullivan, LLP
 - Person served: Matthew Wright, Calendar Clerk
- Address where the party was served: 865 S Figueroa St 10th Floor., Los Angeles, CA 90017
- I served the party:
 - by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Thu, Oct 12 2017 (2) at: 04:58 PM
- Witness Fees: \$40.00
 Recoverable cost Per CCP 1033.5(a)(4)(B)
- Person Who Served Papers:**
 - Douglas Forrest (5141, Los Angeles)
 - FIRST LEGAL**
 1517 W. Beverly Blvd.
 LOS ANGELES, CA 90026
 (213) 250-1111
 - The Fee for Service was:**
 I am: A Registered California Process Server
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/13/2017

(Date)



(Signature)



Judicial Council Form
Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
SERVICE**

1731529
(3458951)

PA000238

Attorney or Party without Attorney: BROWNSTEIN, HYATT, FARBER & SCHRECK, LLP Mitchell J. Langberg (171912) 2049 CENTURY PARK EAST, SUITE 3550 LOS ANGELES, CA 90067 Telephone No: 310-500-4600 Attorney For: Petitioner				For Court Use Only
Ref. No. or File No.:				
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES COUNTY SUPERIOR COURT - CENTRAL DISTRICT				
Plaintiff: WYNN RESORTS, LIMITED, ET AL Defendant: KAZUO OKADA, ET AL.				
PROOF OF SERVICE	Hearing Date: 10/31/2017	Time: 9:00 AM	Dept/Div:	Case Number: A-12-656710-B

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of the Deposition Subpoena for Personal Appearance in Action Pending Outside California, Subpoena - Civil
- Party served: Michael L. Fazio c/o Quinn Emanuel Urquhart Sullivan, LLP
 - Person served: Matthew Wright, Authorized to Accept Service
- Address where the party was served: 865 S Figueroa St, Los Angeles, CA 90017
- I served the party:
 - by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Thu, Oct 12 2017 (2) at: 04:58 PM
 - Witness fees paid: \$40.00
- Person Who Served Papers:**
 - Douglas Forrest (5141, Los Angeles)
 - FIRST LEGAL
1517 W. Beverly Blvd.
LOS ANGELES, CA 90026
 - (213) 250-1111
 - The Fee for Service was:
 - I am: A Registered California Process Server
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/13/2017

(Date)



(Signature)



Judicial Council Form
Rule 2.150.(a)&(b) Rev January 1, 2007

PROOF OF
SERVICE

1731499
(3458956)

PA000239

Attorney or Party without Attorney: BROWNSTEIN, HYATT, FARBER & SCHRECK, LLP Mitchell J. Langberg (171912) 2049 CENTURY PARK EAST, SUITE 3550 LOS ANGELES, CA 90067 Telephone No: 310-500-4600 Attorney For: Petitioner				For Court Use Only
Ref. No. or File No.:				
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES COUNTY SUPERIOR COURT - CENTRAL DISTRICT				
Plaintiff: WYNN RESORTS, LIMITED, ET AL Defendant: KAZUO OKADA, ET AL.				
PROOF OF SERVICE	Hearing Date: 10/24/2017	Time: 9:30 AM	Dept/Div:	Case Number: A-12-656710-B

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of the Deposition Subpoena for Personal Appearance in Action Pending Outside California, Subpoena - Civil
- Party served: Michael T. Zeller c/o Quinn Emanuel Urquhart Sullivan, LLP
 - Person served: Matthew Wright, Calendar Clerk
- Address where the party was served: 865 S Figueroa St 10th Floor., Los Angeles, CA 90017
- I served the party:
 - by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Thu, Oct 12 2017 (2) at: 04:58 PM
- Witness Fees: \$40.00
- Person Who Served Papers:
 - Douglas Forrest (5141, Los Angeles)
 - FIRST LEGAL
1517 W. Beverly Blvd.
LOS ANGELES, CA 90026
 - (213) 250-1111
 - The Fee for Service was:
 - I am: A Registered California Process Server
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/13/2017

(Date)



(Signature)



Judicial Council Form
Rule 2.150.(a)&(b) Rev January 1, 2007

PROOF OF
SERVICE

1731543
(3458960)

PA000240

EXHIBIT E

Sandler, Jonathan C.

From: Langberg, Mitchell
Sent: Thursday, October 12, 2017 5:03 PM
To: 'johnquinn@quinnemanuel.com'; 'michaelzeller@quinnemanuel.com';
'ianshelton@quinnemanuel.com'; 'ianshelton@quinnemanuel.com'
Cc: Crudup, DeEtra; Sandler, Jonathan C.
Subject: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Counsel,

This afternoon, we attempted to served deposition subpoenas for each of you in the above-referenced matter. As a courtesy, we honored a request that we provide them to an administrator in the office. Would you kindly each respond to this email and acknowledge that you agree to such service? If I do not hear from you, we will have the subpoenas served personally.

Thank you.

Mitchell J. Langberg
Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067
310.500.4631 tel
mlangberg@bhfs.com

EXHIBIT F

Sandler, Jonathan C.

From: Langberg, Mitchell
Sent: Friday, October 13, 2017 9:54 AM
To: 'johnquinn@quinnemanuel.com'; 'michaelzeller@quinnemanuel.com';
'ianshelton@quinnemanuel.com'; 'michaelfazio@quinnemanuel.com'
Cc: Crudup, DeEtra; Sandler, Jonathan C.
Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Gentlemen,

I have not heard back from any of you. I extended the courtesy of honoring the request of the administrator at your office. Would you kindly give me the courtesy of a response to the below?

thank you.

Mitchell J. Langberg
Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067
310.500.4631 tel
mlangberg@bhfs.com

From: Langberg, Mitchell
Sent: Thursday, October 12, 2017 5:03 PM
To: 'johnquinn@quinnemanuel.com'; 'michaelzeller@quinnemanuel.com'; 'ianshelton@quinnemanuel.com';
'ianshelton@quinnemanuel.com'
Cc: Crudup, DeEtra; Sandler, Jonathan C.
Subject: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Counsel,

This afternoon, we attempted to served deposition subpoenas for each of you in the above-referenced matter. As a courtesy, we honored a request that we provide them to an administrator in the office. Would you kindly each respond to this email and acknowledge that you agree to such service? If I do not hear from you, we will have the subpoenas served personally.

Thank you.

Mitchell J. Langberg
Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067
310.500.4631 tel
mlangberg@bhfs.com

EXHIBIT G

Sandler, Jonathan C.

From: Ian Shelton <ianshelton@quinnemanuel.com>
Sent: Thursday, October 19, 2017 7:06 PM
To: Sandler, Jonathan C.; Langberg, Mitchell; John Quinn; Michael T Zeller; Michael Fazio
Cc: Crudup, DeEtra
Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Counsel:

The filing of a petition to quash stays the taking of the depositions until the Superior Court has an opportunity to rule on our objections and the issues raised in our petition to quash. So you are correct, we will not appear for deposition on the dates you unilaterally noticed, as is our right under California law.

Ian Shelton
Of Counsel
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017
213-443-3624 Direct
213-443-3000 Main Office Number
213-443-3100 Fax
ianshelton@quinnemanuel.com
www.quinnemanuel.com

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From: Sandler, Jonathan C. [mailto:JSandler@BHFS.com]
Sent: Thursday, October 19, 2017 6:34 PM
To: Ian Shelton <ianshelton@quinnemanuel.com>; Langberg, Mitchell <mlangberg@bhfs.com>; John Quinn <johnquinn@quinnemanuel.com>; Michael T Zeller <michaelzeller@quinnemanuel.com>; Michael Fazio <michaelfazio@quinnemanuel.com>
Cc: Crudup, DeEtra <DCrudup@bhfs.com>
Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Mr. Shelton:

Your e-mail below accurately reflects our meet and confer. I write to further confirm your statements from our meet and confer. In addition to our inability to reach an agreement on the merits, or lack thereof, of the four sets of objections you e-mailed to my office this afternoon, you stated that neither you, Mr. Quinn, Mr. Fazio, nor Mr. Zeller will appear for the noticed depositions in connection with the subpoenas we served and that you will proceed with your motion filing referenced below on Monday, October 23, 2017.

Sincerely,

Jonathan Sandler

Jonathan C. Sandler
Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550

Los Angeles, CA 90067
310.564.8672 tel
310.617.2222 cell
JSandler@bhfs.com

From: Ian Shelton [<mailto:ianshelton@quinnemanuel.com>]
Sent: Thursday, October 19, 2017 5:29 PM
To: Sandler, Jonathan C.; Langberg, Mitchell; John Quinn; Michael T Zeller; Michael Fazio
Cc: Crudup, DeEtra
Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Counsel:

Following up on our meet and confer phone call at 4 pm today, we were unable to resolve any of the objections to the subpoenas. You also refused to withdraw the subpoenas. Consequently, we will be filing in Los Angeles Superior Court a petition to quash the subpoenas and for protective orders.

Ian Shelton
Of Counsel
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017
213-443-3624 Direct
213-443-3000 Main Office Number
213-443-3100 Fax
ianshelton@quinnemanuel.com
www.quinnemanuel.com

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From: Ian Shelton
Sent: Thursday, October 19, 2017 3:48 PM
To: 'Sandler, Jonathan C.' <JSandler@BHFS.com>; Langberg, Mitchell <mlangberg@bhfs.com>; John Quinn <johnquinn@quinnemanuel.com>; Michael T Zeller <michaelzeller@quinnemanuel.com>; Michael Fazio <michaelfazio@quinnemanuel.com>
Cc: Crudup, DeEtra <DCrudup@bhfs.com>
Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

I'll call you at 4.

Ian Shelton
Of Counsel
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017
213-443-3624 Direct
213-443-3000 Main Office Number
213-443-3100 Fax
ianshelton@quinnemanuel.com
www.quinnemanuel.com

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From: Sandler, Jonathan C. [mailto:JSandler@BHFS.com]

Sent: Thursday, October 19, 2017 3:46 PM

To: Ian Shelton <ianshelton@quinnemanuel.com>; Langberg, Mitchell <mlangberg@bhfs.com>; John Quinn <johnquinn@quinnemanuel.com>; Michael T Zeller <michaelzeller@quinnemanuel.com>; Michael Fazio <michaelfazio@quinnemanuel.com>

Cc: Crudup, DeEtra <DCrudup@bhfs.com>

Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Mr. Shelton:

I will make myself available to meet and confer at 4 today if that time is still available. I can be reached at the number below. If not, please let me know what time tomorrow you propose.

Jonathan

Jonathan C. Sandler

Brownstein Hyatt Farber Schreck, LLP

2049 Century Park East, Suite 3550

Los Angeles, CA 90067

310.564.8672 tel

310.617.2222 cell

JSandler@bhfs.com

From: Ian Shelton [mailto:ianshelton@quinnemanuel.com]

Sent: Thursday, October 19, 2017 12:35 PM

To: Langberg, Mitchell; John Quinn; Michael T Zeller; Michael Fazio

Cc: Crudup, DeEtra; Sandler, Jonathan C.

Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Mr. Langberg,

See the attached objections to the deposition subpoenas directed to attorneys at our firm.

I request a meet and confer regarding these objections. I am available at 3 or 4 pm today. Let me know when you are available.

Ian Shelton

Of Counsel

Quinn Emanuel Urquhart & Sullivan, LLP

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From: Langberg, Mitchell [mailto:mlangberg@bhfs.com]

Sent: Friday, October 13, 2017 9:54 AM

To: John Quinn <johnquinn@quinnemanuel.com>; Michael T Zeller <michaelzeller@quinnemanuel.com>; Ian Shelton

<ianshelton@quinnemanuel.com>; Michael Fazio <michaelfazio@quinnemanuel.com>
Cc: Crudup, DeEtra <DCrudup@bhfs.com>; Sandler, Jonathan C. <JSandler@BHFS.com>
Subject: RE: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Gentlemen,

I have not heard back from any of you. I extended the courtesy of honoring the request of the administrator at your office. Would you kindly give me the courtesy of a response to the below?

thank you.

Mitchell J. Langberg
Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067
310.500.4631 tel
mlangberg@bhfs.com

From: Langberg, Mitchell
Sent: Thursday, October 12, 2017 5:03 PM
To: 'johnquinn@quinnemanuel.com'; 'michaelzeller@quinnemanuel.com'; 'ianshelton@quinnemanuel.com';
'ianshelton@quinnemanuel.com'
Cc: Crudup, DeEtra; Sandler, Jonathan C.
Subject: Deposition Subpoenas: Wynn Resorts v. Okada, etc.

Counsel,

This afternoon, we attempted to served deposition subpoenas for each of you in the above-referenced matter. As a courtesy, we honored a request that we provide them to an administrator in the office. Would you kindly each respond to this email and acknowledge that you agree to such service? If I do not hear from you, we will have the subpoenas served personally.

Thank you.

Mitchell J. Langberg
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