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IN THE COURT OF APPEALS OF THE STATE OF NEVADA

WYNN RESORTS LIMITED,  
Petitioners,

vs.

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

Respondent,

and

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

Real Parties in Interest.

Case No. 73641

**SUPPLEMENTAL APPENDIX TO  
REPLY IN SUPPORT OF PETITION  
FOR WRIT OF PROHIBITION OR  
ALTERNATIVELY MANDAMUS**

VOLUME III

**FILED**

SEP 28 2017

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT

BY  DEPUTY CLERK

DATED this 22nd day of September, 2017.

PISANELLI BICE PLLC

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

*Attorneys for Petitioner Wynn Resorts, Limited*

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**SUPPLEMENTAL APPENDIX TO REPLY IN SUPPORT OF PETITION  
FOR WRIT OF PROHIBITION OR ALTERNATIVELY, MANDAMUS**

<b>CHRONOLOGICAL AND ALPHABETICAL INDEX</b>		
<b>Date</b>	<b>Description</b>	<b>Page Number</b>
12/16/2013	Wynn Parties' Answer to Fourth Amended Complaint	APP_0465 - APP_0513

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 22nd day of September, 2017, I electronically filed and served and mailed via United States Mail a true and correct copy of the above and foregoing **SUPPLEMENTAL APPENDIX TO REPLY IN SUPPORT OF PETITION FOR WRIT OF PROHIBITION OR ALTERNATIVELY, MANDAMUS** properly addressed to the following:

J. Stephen Peek, Esq.  
Bryce K. Kunimoto, Esq.  
Robert J. Cassity, Esq.  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, NV 89134

*Attorneys for Real Parties in Interest  
Kazuo Okada*

J. Randall Jones, Esq.  
Mark M. Jones, Esq.  
Ian P. McGinn, Esq.  
KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Pkwy, 17th Floor  
Las Vegas, NV 89169

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

*Attorneys for Real Parties in Interest  
Universal Entertainment Corp.; Aruze  
USA, Inc.*

William R. Urga, Esq.  
JOLLEY URGA WOODBURY  
HOLTHUS & ROSE  
330 S. Rampart Blvd., Suite 380  
Las Vegas, NV 89145

Mark E. Ferrario, Esq.  
Tami D. Cowden, Esq.  
GREENBERG TRAURIG, LLP  
3773 Howard Hughes Parkway, #400  
Las Vegas, NV 89169

James M. Cole, Esq.  
SIDLEY AUSTIN LLP  
1501 K. Street N.W.  
Washington, DC 20005

Scott D. Stein, Esq.  
SIDLEY AUSTIN, LLP  
One South Dearborn St.  
Chicago, Illinois 60603

Daniel F. Polsenberg, Esq.  
Marla J. Hudgens, Esq.  
Joel D. Henriod, Esq.  
Abraham G. Smith, Esq.  
LEWIS ROCA ROTHGERBER  
CHRISTIE LLP  
3993 Howard Hughes Pkwy, Ste. 600  
Las Vegas, NV 89169

*Attorneys for Elaine Wynn*

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

*Attorneys for Stephen Wynn*

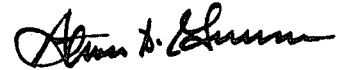
Steve Morris, Esq.  
Rosa Solis-Rainey, Esq.  
MORRIS LAW GROUP  
411 E. Bonneville Avenue, Suite 360  
Las Vegas, NV 89101

*Attorneys for Defendants*

**SERVED VIA HAND-DELIVERY**

The Honorable Elizabeth Gonzalez  
Eighth Judicial District court, Dept. XI  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155

/s/ Kimberly Peets  
An employee of PISANELLI BICE PLLC



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1 ANAC  
James J. Pisanelli, Esq., Bar No. 4027  
2 JJP@pisanellibice.com  
Todd L. Bice, Esq., Bar No. 4534  
3 TLB@pisanellibice.com  
Debra L. Spinelli, Esq., Bar No. 9695  
4 DLS@pisanellibice.com  
PISANELLI BICE PLLC  
5 3883 Howard Hughes Parkway, Suite 800  
Las Vegas, Nevada 89169  
6 Telephone: 702.214.2100

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

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

16 Attorneys for Wynn Resorts, Limited, Linda Chen, Russell Goldsmith,  
Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V.  
17 Shoemaker, Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman  
[Additional Counsel Listed on Signature Pages]

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 WYNN RESORTS, LIMITED, a Nevada  
21 Corporation,

Case No.: A-12-656710-B

22 Plaintiff,

Dept. No.: XI

23 vs.

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

**WYNN PARTIES' ANSWER TO FOURTH  
AMENDED COUNTERCLAIM**

26 Defendants.

27 AND ALL RELATED CLAIMS  
28

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

1 Wynn Resorts, Limited (“Wynn Resorts”), Linda Chen, Russell Goldsmith, Ray R. Irani,  
2 Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarie Sinatra,  
3 D. Boone Wayson, Stephen A. Wynn, and Allan Zeman (collectively, the “Wynn Parties”), as for  
4 their Answer to the Fourth Amended Counterclaim of Aruze USA, Inc. and Universal  
5 Entertainment Corporation, dated November 26, 2013 (the “FAC”), state as follows:<sup>1</sup>

6 **JURISDICTION AND VENUE**

7 1. The Wynn Parties state that the allegations in paragraph 1 are legal conclusions to  
8 which no responsive pleading is required. To the extent any response is required, the  
9 Wynn Parties deny the allegations in paragraph 1.

10 2. The Wynn Parties state that the allegations in paragraph 2 are legal conclusions to  
11 which no responsive pleading is required. To the extent any response is required, the  
12 Wynn Parties admit that this litigation is properly assigned to the business court and otherwise  
13 deny the allegations in paragraph 2.

14 **NATURE OF THE ACTION**

15 3. The Wynn Parties admit the existence of the litigation referenced in paragraph 3  
16 and refer to the Amended Complaint filed by Wynn Resorts for a complete and accurate statement  
17 of the contents thereof. With regard to the allegation in footnote 1 of paragraph 3 regarding the  
18 composition of Wynn Resorts’ Board of Directors, the Wynn Parties admit that the FAC correctly  
19 identifies the members of Wynn Resorts’ Board of Directors on the date this action was filed.  
20 The Wynn Parties deny the remaining allegations of paragraph 3.

21 4. The Wynn Parties admit that Wynn Resorts redeemed Aruze USA’s shares; admit  
22 the existence of the promissory note and the complaint referenced in paragraph 4, and refer to that  
23 promissory note and that complaint for a complete and accurate statement of the terms and  
24 contents thereof; and otherwise deny the allegations in paragraph 4.

25 5. The Wynn Parties deny the allegations of paragraph 5.

26 \_\_\_\_\_  
27 <sup>1</sup> The Wynn Parties make no responsive pleading to the headings contained in the FAC  
28 because none is required. To the extent such responses may be required, the Wynn Parties deny  
each and every heading contained in the FAC.



1           16.     The Wynn Parties admit the allegations in the first sentence of paragraph 16. The  
2 Wynn Parties deny the allegations in the second sentence of paragraph 16, and refer to  
3 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
4 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
5 Mr. Wynn as of March 1, 2013.

6           17.     The Wynn Parties admit the allegations in the first sentence of paragraph 17. The  
7 Wynn Parties deny the allegations in the second sentence of paragraph 17, and refer to  
8 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
9 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
10 Ms. Sinatra as of March 1, 2013.

11           18.     The Wynn Parties admit the allegations in the first and second sentences of  
12 paragraph 18. The Wynn Parties deny the allegations in the third sentence of paragraph 18, and  
13 refer to Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on  
14 March 26, 2013, for information regarding the shares of Wynn Resorts common stock  
15 beneficially owned by Ms. Wynn as of March 1, 2013.

16           19.     The Wynn Parties admit the allegations in the first sentence of paragraph 19. The  
17 Wynn Parties deny the allegations in the second sentence of paragraph 19, and refer to  
18 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
19 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
20 Ms. Chen as of March 1, 2013. The Wynn Parties admit the allegations in the third sentence of  
21 paragraph 19.

22           20.     The Wynn Parties admit the allegations in the first sentence of paragraph 20. The  
23 Wynn Parties deny the allegations in the second sentence of paragraph 20, and refer to  
24 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
25 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
26 Mr. Irani as of March 1, 2013.

27           21.     The Wynn Parties admit the allegations in the first sentence of paragraph 21. The  
28 Wynn Parties deny the allegations in the second sentence of paragraph 21, and refer to



1 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
2 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
3 Mr. Goldsmith as of March 1, 2013. The Wynn Parties admit the allegations in the third sentence  
4 of paragraph 21.

5 22. The Wynn Parties admit the allegations in the first sentence of paragraph 22. The  
6 Wynn Parties deny the allegations in the second sentence of paragraph 22, and refer to  
7 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
8 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
9 Governor Miller as of March 1, 2013.

10 23. The Wynn Parties deny the allegations in the first sentence of paragraph 23, except  
11 admit that Mr. Moran is a resident of Florida, and aver that Mr. Moran has retired from  
12 Wynn Resorts' Board of Directors. The Wynn Parties deny the allegations in the second sentence  
13 of paragraph 23, and refer to Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed  
14 with the SEC on March 26, 2013, for information regarding the shares of Wynn Resorts common  
15 stock beneficially owned by Mr. Moran as of March 1, 2013.

16 24. The Wynn Parties admit the allegations in the first sentence of paragraph 24. The  
17 Wynn Parties deny the allegations in the second sentence of paragraph 24, and refer to  
18 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
19 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
20 Mr. Schorr as of March 1, 2013. The Wynn Parties admit the allegations in the third sentence of  
21 paragraph 24.

22 25. The Wynn Parties admit that Mr. Shoemaker is a director of Wynn Resorts, and  
23 otherwise deny the allegations in the first sentence of paragraph 25. The Wynn Parties deny the  
24 allegations in the second sentence of paragraph 25, and refer to Wynn Resorts' Proxy Statement  
25 Pursuant to Schedule 14A, filed with the SEC on March 26, 2013, for information regarding the  
26 shares of Wynn Resorts common stock beneficially owned by Mr. Shoemaker as of March 1,  
27 2013.

28

1 26. The Wynn Parties admit the allegations in the first sentence of paragraph 26. The  
2 Wynn Parties deny the allegations in the second sentence of paragraph 26, and refer to  
3 Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with the SEC on March 26,  
4 2013, for information regarding the shares of Wynn Resorts common stock beneficially owned by  
5 Mr. Wayson as of March 1, 2013.

6 27. The Wynn Parties admit that Mr. Zeman was a director of Wynn Resorts,  
7 otherwise deny the allegations in the first sentence of paragraph 27, and aver that Mr. Zeman is a  
8 resident of Hong Kong. The Wynn Parties deny the allegations in the second sentence of  
9 paragraph 27, and refer to Wynn Resorts' Proxy Statement Pursuant to Schedule 14A, filed with  
10 the SEC on March 26, 2013, for information regarding the shares of Wynn Resorts common stock  
11 beneficially owned by Mr. Zeman as of March 1, 2013. The Wynn Parties admit the allegations  
12 in the third sentence of paragraph 27.

13 **GENERAL ALLEGATIONS**

14 28. The Wynn Parties admit the allegations in the first sentence of paragraph 28. The  
15 Wynn Parties lack knowledge or information sufficient to form a belief as to the truth or falsity of  
16 the allegations in the second sentence of paragraph 28. The Wynn Parties admit the allegations in  
17 the third and fourth sentences of paragraph 28. The Wynn Parties deny the allegations in the fifth  
18 sentence of paragraph 28, except admit that Stephen A. Wynn's service as Chief Executive  
19 Officer of Mirage Resorts ended in June 2000.

20 29. The Wynn Parties deny the allegations in paragraph 29, except admit that  
21 Mr. Wynn purchased the former Desert Inn casino with plans to build a new casino on the same  
22 site.

23 30. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
24 the truth or falsity of the allegations in paragraph 30.

25 31. The Wynn Parties deny the allegations in paragraph 31, except admit that  
26 Mr. Wynn caused Valvino Lamore, LLC ("Valvino") to acquire the former Desert Inn casino and  
27 certain related interests in 2000, and that on October 3, 2000, Aruze USA made its initial  
28

1 \$260 million capital contribution to Valvino and was admitted as a member of Valvino with a  
2 50% member's interest.

3 32. The Wynn Parties deny the allegations in paragraph 32, except admit that Aruze  
4 USA contributed an additional \$120 million in capital to Valvino in or about April 2002.

5 33. The Wynn Parties deny the allegations in paragraph 33, except admit that in 2002  
6 the members of Valvino contemplated that they would exchange their respective member's  
7 interests in Valvino for shares of stock in a newly formed corporation, which came to be  
8 Wynn Resorts, and that the newly formed corporation would offer additional shares of stock to  
9 public investors.

10 34. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
11 in paragraph 34, refer to such agreement for a complete and accurate statement of the terms  
12 thereof, and otherwise deny the allegations in paragraph 34.

13 35. The Wynn Parties refer to the Stockholders Agreement referenced in paragraph 35  
14 for a complete and accurate statement of the terms thereof, and otherwise deny the allegations in  
15 paragraph 35.

16 36. The Wynn Parties refer to the Stockholders Agreement referenced in paragraph 36  
17 for a complete and accurate statement of the terms thereof, and otherwise deny the allegations in  
18 paragraph 36.

19 37. The Wynn Parties admit the existence of the share certificates referenced in  
20 paragraph 37 and refer to such certificates for a complete and accurate statement of the contents  
21 thereof. The Wynn Parties admit that Wynn Resorts filed a Form S-1/A with the SEC on  
22 October 7, 2002 and refer to such filing for a complete and accurate statement of the contents  
23 thereof. The Wynn Parties lack information or knowledge sufficient to form a belief as to the  
24 truth or falsity of the allegations in the first and fourth sentences of paragraph 37, except admit  
25 that Wynn Resorts was aware of the contents of the Stockholders Agreement referenced in  
26 paragraph 37 and made public disclosures about that agreement.

27 38. The Wynn Parties deny the allegations in paragraph 38.  
28

1           39.    The Wynn Parties admit the existence of the Stockholders Agreement referenced  
2 in paragraph 39, refer to that agreement for a complete and accurate statement of the terms  
3 thereof, and otherwise deny the allegations in paragraph 39.

4           40.    The Wynn Parties admit the existence of the Articles of Incorporation referenced  
5 in paragraph 40, refer to those articles for a complete and accurate statement of the terms and  
6 contents thereof, and otherwise deny the allegations in paragraph 40.

7           41.    The Wynn Parties refer to the press release and the conference call transcript  
8 referenced in paragraph 41 for a complete and accurate statement of the contents thereof, and  
9 otherwise deny the allegations in paragraph 41.

10          42.    The Wynn Parties admit the allegations in the third sentence of paragraph 42. The  
11 Wynn Parties otherwise deny the allegations in paragraph 42, except admit that the members of  
12 Valvino contemplated that they would exchange their respective member's interests in Valvino  
13 for shares of stock in Wynn Resorts prior to the initial public offering of Wynn Resorts stock.

14          43.    The Wynn Parties admit the existence of the Contribution Agreement referenced in  
15 the first sentence of paragraph 43, refer to that agreement for a complete and accurate statement  
16 of the terms thereof, and otherwise deny the allegations in the first sentence of paragraph 43. The  
17 allegations in the second sentence of paragraph 43 are legal conclusions to which no responsive  
18 pleading is required. To the extent a response is required, the Wynn Parties admit the existence of  
19 the Stockholders Agreement referenced in the second sentence of paragraph 43, refer to that  
20 agreement for a complete and accurate statement of the terms thereof, and otherwise deny the  
21 allegations in the second sentence of paragraph 43.

22          44.    The allegations in the first sentence of paragraph 44 are legal conclusions to which  
23 no responsive pleading is required. To the extent a response is required, the Wynn Parties deny  
24 the allegations in the first sentence of paragraph 44. With regard to the allegations in the second  
25 sentence of paragraph 44, the Wynn Parties refer to the Contribution Agreement referenced in  
26 paragraph 44 for a complete and accurate statement of the terms thereof.

27          45.    The Wynn Parties admit the allegations in the second sentence of paragraph 45,  
28 and otherwise deny the allegations in paragraph 45.

1           46.    The Wynn Parties refer to the Stockholders Agreement and the Contribution  
2 Agreement referenced in paragraph 46 for a complete and accurate statement of the terms thereof;  
3 make no responsive pleading to the legal conclusions contained in paragraph 46, because none is  
4 required; and otherwise deny the allegations in paragraph 46.

5           47.    The Wynn Parties admit the existence of the articles, the Stockholders Agreement,  
6 and the Contribution Agreement referenced in paragraph 47 and refer to those documents for a  
7 complete and accurate statement of the contents thereof. The Wynn Parties otherwise deny the  
8 allegations in paragraph 47, except admit that on September 10, 2002, Mr. Wynn, acting as the  
9 sole director and sole stockholder of Wynn Resorts at the time, caused the Articles of  
10 Incorporation to be amended.

11           48.    The Wynn Parties state that the allegations in paragraph 48 are legal conclusions to  
12 which no responsive pleading is required. To the extent a response is required, the Wynn Parties  
13 deny the allegations in paragraph 48.

14           49.    The Wynn Parties deny the allegations in paragraph 49, except the Wynn Parties  
15 admit that Wynn Resorts redeemed Aruze USA's shares in February 2012.

16           50.    The Wynn Parties deny the allegations in paragraph 50, except the Wynn Parties  
17 admit that Wynn Resorts redeemed Aruze USA's shares in February 2012.

18           51.    The Wynn Parties admit that on or about October 2002, Mr. Okada became a  
19 member of the Wynn Resorts Board, and otherwise deny the allegations in paragraph 51.

20           52.    The Wynn Parties lack knowledge or information sufficient to form a belief as to  
21 the truth or falsity of the allegations in the third sentence of paragraph 52. The Wynn Parties  
22 otherwise admit the allegations of paragraph 52, except refer to Wynn Resorts' Form S-1/A, filed  
23 with the SEC on October 25, 2002, for a complete and accurate statement of the Wynn Resorts'  
24 shares held by Mr. Wynn and Aruze USA at the time of Wynn Resorts' initial public offering.

25           53.    The Wynn Parties admit the allegations of paragraph 53, except deny the  
26 allegations in the sixth sentence of paragraph 53.

27           54.    The Wynn Parties admit that there was a restaurant named "Okada" at both the  
28 Wynn Las Vegas and Wynn Macau resorts, but otherwise deny the allegations in paragraph 54.

1           55.    The Wynn Parties lack knowledge or information sufficient to form a belief as to  
2 the truth or falsity of the allegations in paragraph 55.

3           56.    The Wynn Parties admit that Mr. Wynn testified at hearings before the Nevada  
4 State Gaming Control Board and Nevada Gaming Commission on June 4 and June 17, 2004,  
5 respectively; refer to the transcript of those hearings for a complete and accurate statement of the  
6 contents thereof; and otherwise deny the allegations in paragraph 56.

7           57.    The Wynn Parties admit that Mr. Wynn testified at hearings before the Nevada  
8 State Gaming Control Board and Nevada Gaming Commission on June 4 and June 17, 2004,  
9 respectively; refer to the transcript of those hearings for a complete and accurate statement of the  
10 contents thereof; and otherwise deny the allegations in paragraph 57.

11          58.    The Wynn Parties admit the existence of the amended Stockholders Agreement  
12 referenced in paragraph 58; refer to that agreement for a complete and accurate statement of the  
13 terms thereof; and otherwise deny the allegations of paragraph 58.

14          59.    The Wynn Parties lack knowledge or information sufficient to form a belief as to  
15 the truth or falsity of the allegations in the first sentence of paragraph 59. The Wynn Parties deny  
16 the allegations in the second sentence of paragraph 59.

17          60.    The Wynn Parties lack knowledge or information sufficient to form a belief as to  
18 the truth or falsity of the allegations in the first sentence of paragraph 60, and otherwise deny the  
19 allegations in paragraph 60.

20          61.    The Wynn Parties lack knowledge or information sufficient to form a belief as to  
21 the truth or falsity of the allegations in paragraph 61.

22          62.    The Wynn Parties lack knowledge or information sufficient to form a belief as to  
23 the truth or falsity of the allegations in paragraph 62.

24          63.    The Wynn Parties deny the allegations of paragraph 63, except admit that that  
25 Wynn Resorts held a conference call with stock analysts on May 1, 2008, and refer to the  
26 transcript of that conference call for a complete and accurate statement of the contents thereof.

27  
28

1           64.     The Wynn Parties refer to the transcript of Wynn Resorts' May 1, 2008 conference  
2 call for a complete and accurate statement of the contents thereof, and otherwise deny the  
3 allegations of paragraph 64.

4           65.     The Wynn Parties admit the existence of the email referenced in paragraph 65,  
5 refer to that email for a complete and accurate statement of the contents thereof, and otherwise  
6 deny the allegations of paragraph 65.

7           66.     The Wynn Parties admit the existence of the IPO prospectus referenced in  
8 paragraph 66, refer to that prospectus for a complete and accurate statement of the contents  
9 thereof, and otherwise deny the allegations of paragraph 66.

10          67.     The Wynn Parties deny the allegations in paragraph 67.

11          68.     The Wynn Parties lack knowledge or information sufficient to form a belief as to  
12 the truth or falsity of the allegations in paragraph 68 relating to any disclosure to the Nevada  
13 Gaming Commission, and otherwise deny the allegations in paragraph 68.

14          69.     The Wynn Parties lack knowledge or information sufficient to form a belief as to  
15 the truth or falsity of the allegations in the first sentence of paragraph 69. The Wynn Parties deny  
16 the allegations in the second sentence of paragraph 69.

17          70.     The Wynn Parties lack knowledge or information sufficient to form a belief as to  
18 the truth or falsity of the allegations in paragraph 70, except deny the allegations in the final  
19 sentence of paragraph 70.

20          71.     The Wynn Parties admit that Mr. Wynn and Ms. Wynn filed divorce papers in  
21 March 2009, and otherwise deny the allegations in the first sentence of paragraph 71. The  
22 Wynn Parties deny the allegations in the second sentence of paragraph 71. The Wynn Parties  
23 admit the allegations in the third sentence of paragraph 71. The Wynn Parties admit that for a  
24 period of time following the divorce settlement between Mr. Wynn and Ms. Wynn, Aruze USA  
25 owned approximately 19.66% of the shares of Wynn Resorts stock and was Wynn Resorts'  
26 largest stockholder; otherwise deny the allegations in the fourth and fifth sentences of  
27 paragraph 71; and aver that at all times subsequent to the redemption of Aruze USA's shares in  
28

1 February 2012, Aruze USA has not owned any shares of Wynn Resorts stock. The Wynn Parties  
2 deny the allegations in the final sentence of paragraph 71.

3 72. The Wynn Parties admit the existence of the Amended and Restated Stockholders  
4 Agreement referenced in paragraph 72, refer to that agreement for a complete and accurate  
5 statement of the terms thereof, and otherwise deny the allegations in paragraph 72.

6 73. The Wynn Parties refer to the amended Stockholders Agreement referenced in  
7 paragraph 73 for a complete and accurate statement of the terms thereof; and otherwise deny the  
8 allegations in paragraph 73.

9 74. The Wynn Parties refer to the agreements referenced in paragraph 74 for a  
10 complete and accurate statement of the terms thereof, and otherwise deny the allegations in  
11 paragraph 74.

12 75. The Wynn Parties deny the allegations in the first sentence of paragraph 75. The  
13 Wynn Parties lack knowledge or information sufficient to form a belief as to the truth or falsity of  
14 the allegations in the second sentence of paragraph 75.

15 76. The Wynn Parties deny the allegations in paragraph 76, except admit that in or  
16 about June 2010, Messrs. Wynn and Okada stopped in the Philippines for approximately four  
17 hours on a trip back from Tokyo.

18 77. The Wynn Parties deny the allegations in paragraph 77, except admit that in or  
19 about June 2010, Messrs. Wynn and Okada stopped in the Philippines for approximately four  
20 hours on a trip back from Tokyo.

21 78. The Wynn Parties deny the allegations in paragraph 78, except admit that  
22 Mr. Wynn never committed Wynn Resorts to any project in the Philippines.

23 79. The Wynn Parties admit the allegations in the first and second sentences of  
24 paragraph 79. The Wynn Parties deny the allegations in the third sentence of paragraph 79,  
25 except admit that Wynn Macau's current gaming concession expires in June 2022, subject to the  
26 Macau government's right to extend the gaming concession for an additional five years. With  
27 regard to the fourth sentence of paragraph 79, the Wynn Parties admit that Wynn Macau has  
28



1 announced plans to develop an additional casino in Macau and otherwise deny the allegations in  
2 the fourth sentence of paragraph 79.

3 80. The Wynn Parties deny the allegations in the first two sentences of paragraph 80,  
4 except admit that Mr. Okada voted against the donation referenced therein on grounds of the  
5 duration of the commitment. The Wynn Parties deny the allegations in the third sentence of  
6 paragraph 80. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
7 the truth or falsity of the remaining allegations in paragraph 80.

8 81. The Wynn Parties deny the allegations in the first sentence of paragraph 81, except  
9 admit that the Chancellor of the University of Macau is also the head of Macau's government.  
10 The Wynn Parties refer to Wynn Resorts' public filings for a complete and accurate statement of  
11 the contents thereof; admit that an affiliate of Wynn Resorts submitted an application to the  
12 Government of Macau for a land concession on the Cotai Strip in February 2006; and otherwise  
13 deny the allegations in the second sentence of paragraph 81.

14 82. The Wynn Parties deny the allegations in paragraph 82, except aver that  
15 Wynn Resorts received legal advice regarding the donation referenced in paragraph 82.

16 83. The Wynn Parties admit that Wynn Resorts filed a Form 10-K with the SEC on  
17 February 29, 2012, refer to that filing for a complete and accurate statement of the contents  
18 thereof, and otherwise deny the allegations in paragraph 83.

19 84. The Wynn Parties admit the allegations in the first sentence of paragraph 84. The  
20 Wynn Parties admit the meeting referenced in the second sentence of paragraph 84 occurred,  
21 except deny that anyone "prepared a transcript of the meeting."

22 85. The Wynn Parties deny the allegations in paragraph 85.

23 86. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
24 the truth or falsity of the allegations in paragraph 86.

25 87. The Wynn Parties deny the allegations in paragraph 87.

26 88. The Wynn Parties deny the allegations in the first and second sentences of  
27 paragraph 88. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
28 the truth or falsity of the allegations in the third sentence of paragraph 88.

1           89.     The Wynn Parties deny the allegations in paragraph 89, except admit that prior to  
2 the meeting referenced in paragraph 89, the Wynn Resorts Compliance Committee had become  
3 concerned about Mr. Okada's business involvement in the Philippines and Wynn Resorts had  
4 both prepared an internal report regarding the Philippines and retained an independent third-party  
5 firm to do investigative work concerning the Philippines and Mr. Okada's, Aruze USA's, and  
6 Universal's activities there.

7           90.     The Wynn Parties admit that Ms. Sinatra was present at the meeting referenced in  
8 the first sentence of paragraph 90, and otherwise deny the allegations in the first sentence of  
9 paragraph 90. The Wynn Parties admit that Ms. Sinatra is a highly sophisticated and  
10 knowledgeable attorney; refer to Wynn Resorts' disclosure of Ms. Sinatra's compensation in  
11 Wynn Resorts' Form 10-K/A, filed with the SEC on April 30, 2012; and otherwise lack  
12 knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in  
13 the second sentence of paragraph 90. The Wynn Parties deny the allegations in the third sentence  
14 of paragraph 90. The Wynn Parties deny the allegations in the fourth sentence of paragraph 90,  
15 and aver that Ms. Sinatra specifically advised Mr. Okada at the meeting referenced in paragraph  
16 90 that Mr. Okada could not participate in any loan transaction with Wynn Resorts while he was a  
17 member of the board of directors. The Wynn Parties deny the allegations in the fifth and sixth  
18 sentences of paragraph 90. The Wynn Parties admit the allegations in the seventh sentence of  
19 paragraph 90.

20           91.     The Wynn Parties lack knowledge or information sufficient to form a belief as to  
21 the truth or falsity of the allegations in the first sentence of paragraph 91, except admit that  
22 Mr. Okada signed the waiver and consent referenced in the first sentence of paragraph 91, and  
23 deny that Mr. Wynn and Ms. Sinatra assured Mr. Okada that Wynn Resorts would make any loan  
24 to Aruze USA while Mr. Okada continued to serve as a director of Wynn Resorts. The  
25 Wynn Parties deny the allegations in the second sentence of paragraph 91, except admit that Mr.  
26 Tanaka made a handwritten note.

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1           92. The Wynn Parties admit the existence of the Side Letter referenced in  
2 paragraph 92, refer to that letter for a complete and accurate statement of the terms and contents  
3 thereof, and otherwise deny the allegations in paragraph 92.

4           93. The Wynn Parties admit the allegations in the first sentence of paragraph 93. The  
5 Wynn Parties deny the remaining allegations in paragraph 93.

6           94. The Wynn Parties admit the existence of the email referenced in paragraph 94,  
7 refer to that email for a complete and accurate statement of the contents thereof, and otherwise  
8 deny the allegations of paragraph 94.

9           95. The Wynn Parties admit the existence of the emails referenced in paragraph 95,  
10 refer to those emails for a complete and accurate statement of the contents thereof, and otherwise  
11 deny the allegations of paragraph 95.

12           96. The Wynn Parties admit the existence of the email referenced in the first two  
13 sentences of paragraph 96, refer to that email for a complete and accurate statement of the  
14 contents thereof, and otherwise deny the allegations in paragraph 96.

15           97. The Wynn Parties admit that Ms. Sinatra and Aruze USA's counsel had a  
16 telephone call in the summer of 2011 and discussed the fact that Deutsche Bank was considering  
17 a margin loan to Aruze USA, admit that Aruze USA was advised that the Wynn Resorts  
18 Compliance Committee would need to approve any such margin loan, and otherwise deny the  
19 allegations in paragraph 97.

20           98. The Wynn Parties deny the allegations in paragraph 98.

21           99. The Wynn Parties admit the allegations in the first and second sentences of  
22 paragraph 99. The Wynn Parties deny the remaining allegations in paragraph 99.

23           100. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
24 the truth or falsity of the allegations in paragraph 100, except aver that Frank A. Schreck and/or  
25 his law firm have represented Mr. Wynn and/or Mr. Wynn's companies at various times over the  
26 last thirty years.

27           101. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
28 the truth or falsity of the allegations in paragraph 101.

1           102. The Wynn Parties deny the allegations in paragraph 102, except admit that the law  
2 firm of Brownstein Hyatt Farber Schreck represented Wynn Resorts in connection with the action  
3 brought by Mr. Okada referenced in paragraph 102.

4           103. The Wynn Parties admit the allegations in the first sentence of paragraph 103. The  
5 Wynn Parties lack knowledge or information sufficient to form a belief as to the truth or falsity of  
6 the allegations in the second sentence of paragraph 103.

7           104. The Wynn Parties admit that the September 30, 2011 meeting referenced in  
8 paragraph 104 took place; admit that Ms. Sinatra and Mr. Tourek were concerned about the issue  
9 referenced in the second sentence of paragraph 104, among other things; and otherwise deny the  
10 allegations in paragraph 104.

11           105. The Wynn Parties admit the allegations in the first sentence of paragraph 105, and  
12 otherwise deny the allegations in paragraph 105.

13           106. The Wynn Parties admit that the September 30, 2011 meeting referenced in  
14 paragraph 106 took place, and otherwise deny the allegations in paragraph 106.

15           107. The Wynn Parties admit that the September 30, 2011 meeting referenced in  
16 paragraph 107 took place, and otherwise deny the allegations in paragraph 107.

17           108. The Wynn Parties admit that the September 30, 2011 meeting referenced in  
18 paragraph 108 took place, and otherwise deny the allegations in paragraph 108.

19           109. The Wynn Parties admit the allegations in the first two sentences of paragraph 109.  
20 The Wynn Parties deny the allegations in the third sentence of paragraph 109.

21           110. The Wynn Parties admit that the September 30, 2011 meeting referenced in  
22 paragraph 110 took place, and otherwise deny the allegations in paragraph 110.

23           111. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
24 the truth or falsity of the allegation regarding the date of the telephone call referenced in  
25 paragraph 111, deny that Ms. Sinatra never inquired whether a copy of the report referenced in  
26 paragraph 111 could be provided to Aruze USA, and otherwise admit the allegations in  
27 paragraph 111.  
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1           112. The Wynn Parties admit that the October 4, 2011 meeting referenced in  
2 paragraph 112 took place; admit that a request was made that Mr. Okada resign his directorship;  
3 and otherwise deny the allegations in paragraph 112.

4           113. The Wynn Parties admit that the October 4, 2011 meeting referenced in  
5 paragraph 113 took place, and otherwise deny the allegations in paragraph 113.

6           114. The Wynn Parties admit that the October 4, 2011 meeting referenced in  
7 paragraph 114 took place, and otherwise deny the allegations in paragraph 114.

8           115. The Wynn Parties deny the allegations in paragraph 115.

9           116. The Wynn Parties admit that the October 4, 2011 meeting referenced in  
10 paragraph 116 took place; admit that a request was made that Mr. Okada resign his directorship;  
11 and otherwise deny the allegations in paragraph 116.

12           117. The Wynn Parties admit that the Chairman of Universal's Compliance Committee  
13 requested a copy of an investigative report, and otherwise deny the allegations in paragraph 117.

14           118. The Wynn Parties admit the allegations in the first sentence of paragraph 118, refer  
15 to that letter for a complete and accurate statement of the contents thereof, and otherwise deny the  
16 allegations in paragraph 118.

17           119. The Wynn Parties refer to the letter referenced in paragraph 119 for a complete and  
18 accurate statement of the contents thereof, and otherwise deny the allegations in paragraph 119.

19           120. The Wynn Parties admit the allegations in the first sentence of paragraph 120;  
20 make no responsive pleading to the legal conclusions contained in paragraph 120, because none is  
21 required; and otherwise deny the allegations in paragraph 120.

22           121. The Wynn Parties admit that the November 1, 2011 meeting referenced in  
23 paragraph 121 took place; admit that Governor Miller made a detailed oral report at the meeting,  
24 and that Mr. Okada was present at the meeting; and otherwise deny the allegations in  
25 paragraph 121.

26           122. The Wynn Parties admit that the November 1, 2011 meeting referenced in  
27 paragraph 122 took place, and otherwise deny the allegations in paragraph 122.

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1           123. The Wynn Parties admit the existence of the mandamus action and the related  
2 Court orders referenced in paragraph 123, refer to the various Court orders entered in that action  
3 for a complete and accurate statement of the contents thereof, and otherwise deny the allegations  
4 in paragraph 123.

5           124. The Wynn Parties admit the existence of the letter referenced in the first sentence  
6 of paragraph 124, refer to that letter for a complete and accurate statement of the contents thereof,  
7 and otherwise deny the allegations in paragraph 124.

8           125. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
9 the truth or falsity of the allegations in the first three sentences of paragraph 125, and otherwise  
10 deny the allegations in paragraph 125.

11           126. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
12 the truth or falsity of the allegations in paragraph 126.

13           127. The Wynn Parties admit the existence of the letter referenced in paragraph 127,  
14 refer to that letter for a complete and accurate statement of the contents thereof, and otherwise  
15 deny the allegations in paragraph 127.

16           128. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
17 the truth or falsity of the allegations in paragraph 128, except admit that the interview referenced  
18 in paragraph 128 was scheduled for February 15, 2012.

19           129. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
20 the truth or falsity of the allegations in paragraph 129.

21           130. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
22 the truth or falsity of the allegations in the first and second sentences of paragraph 130. The  
23 Wynn Parties deny the allegations in the third sentence of paragraph 130.

24           131. The Wynn Parties deny the allegations in paragraph 131.

25           132. The Wynn Parties admit the allegations in paragraph 132.

26           133. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
27 the truth or falsity of the allegations in paragraph 133.

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1           134. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
2 the truth or falsity of the allegations in paragraph 134.

3           135. The Wynn Parties admit that Wynn Resorts held a conference call with analysts  
4 following the redemption of Aruze USA's stock, refer to the transcript of that press conference  
5 for a complete and accurate statement of the contents thereof, and otherwise deny the allegations  
6 in paragraph 135.

7           136. The Wynn Parties admit the existence of the Second Amended Complaint  
8 referenced in paragraph 136, and refer to that pleading for a complete and accurate statement of  
9 the contents thereof.

10          137. The Wynn Parties deny the allegations in paragraph 137.

11          138. The Wynn Parties admit the existence of the email referenced in paragraph 138,  
12 and refer to that email for a complete and accurate statement of the contents thereof.

13          139. The Wynn Parties admit the existence of the email referenced in paragraph 139,  
14 refer to that email for a complete and accurate statement of the contents thereof, and otherwise  
15 deny the allegations in paragraph 139.

16          140. The Wynn Parties admit the existence of the email referenced in paragraph 140,  
17 refer to that email for a complete and accurate statement of the contents thereof, and otherwise  
18 lack knowledge or information sufficient to form a belief as to the truth or falsity of the  
19 allegations in paragraph 140.

20          141. The Wynn Parties admit the existence of the email referenced in paragraph 141,  
21 and refer to that email for a complete and accurate statement of the contents thereof.

22          142. The Wynn Parties admit the existence of the email referenced in paragraph 142,  
23 refer to that email for a complete and accurate statement of the contents thereof, and otherwise  
24 deny the allegations in paragraph 142.

25          143. The Wynn Parties deny the allegations in paragraph 143, except admit that  
26 Wynn Resorts' Board of Directors redeemed Aruze USA's Wynn Resorts stock.

27          144. The Wynn Parties deny the allegations in paragraph 144.

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1           145. The Wynn Parties admit that Wynn Resorts noticed a special meeting of its Board  
2 on February 15, 2012, and otherwise deny the allegations in the first sentence of paragraph 145.  
3 The Wynn Parties admit the allegations in the second sentence of paragraph 145. The  
4 Wynn Parties admit that review of the Freeh Sporkin report was included on the agenda for the  
5 February 18, 2012 Board meeting, and otherwise deny the allegations in the third sentence of  
6 paragraph 145.

7           146. The Wynn Parties deny the allegations in paragraph 146.

8           147. The Wynn Parties deny the allegations in paragraph 147.

9           148. The Wynn Parties admit the existence of the letter referenced in paragraph 148,  
10 refer to that letter for a complete and accurate statement of the contents thereof, and otherwise  
11 deny the allegations of paragraph 148.

12           149. With regard to the allegations concerning Wynn Resorts' submission in the  
13 mandamus action on January 27, 2012, the Wynn Parties refer to that submission for a complete  
14 and accurate statement of the contents thereof. The Wynn Parties otherwise deny the allegations  
15 in the first two sentences of paragraph 149. The Wynn Parties lack knowledge or information  
16 sufficient to form a belief as to the truth or falsity of the allegations in the third sentence of  
17 paragraph 149.

18           150. The Wynn Parties admit that Mr. Okada's counsel sent a letter to Wynn Resorts'  
19 representatives on or about February 17, 2012, refer to that letter for a complete and accurate  
20 statement of the contents thereof, and otherwise deny the allegations in paragraph 150.

21           151. The Wynn Parties admit that Mr. Okada's counsel communicated with  
22 Wynn Resorts' representatives on February 17, 2012; admit that, consistent with Wynn Resorts'  
23 policy, Mr. Okada was not permitted to have counsel present at the Board meeting referenced in  
24 paragraph 151; and otherwise deny the allegations in paragraph 151.

25           152. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
26 the truth or falsity of the allegations in the first sentence of paragraph 152. The Wynn Parties  
27 deny the allegations in the second, third, and fourth sentences of paragraph 152. The  
28 Wynn Parties admit that Mr. Okada was told that he would not be given a copy of the Freeh



1 Sporkin report unless he signed a non-disclosure agreement, and otherwise deny the allegations in  
2 the fifth sentence of paragraph 152. The Wynn Parties state that the allegations in the sixth  
3 sentence of paragraph 152 are legal conclusions to which no responsive pleading is required. To  
4 the extent a response is required, the Wynn Parties deny the allegations in the sixth sentence of  
5 paragraph 152. The Wynn Parties admit the allegations in the final sentence of paragraph 152.

6 153. The Wynn Parties deny the allegations in paragraph 153, except admit that a copy  
7 of the Freeh Sporkin report was included as an exhibit to Wynn Resorts' Complaint in this action.

8 154. The Wynn Parties admit the allegations in the third sentence of paragraph 154, and  
9 aver that simultaneous translation was consistent with past practice at meetings of Wynn Resorts'  
10 Board of Directors. The Wynn Parties deny the remaining allegations in paragraph 154.

11 155. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
12 the truth or falsity of the allegations in the first sentence of paragraph 155. The Wynn Parties  
13 admit the allegations in the second sentence of paragraph 155. The Wynn Parties deny the  
14 remaining allegations in paragraph 155.

15 156. The Wynn Parties deny the allegations in the first sentence of paragraph 156. The  
16 Wynn Parties lack knowledge or information sufficient to form a belief as to the truth or falsity of  
17 the allegations in the second sentence of paragraph 156. The Wynn Parties deny the remaining  
18 allegations of paragraph 156.

19 157. The Wynn Parties admit the existence of the redemption notice and promissory  
20 note referenced in paragraph 157, refer to those documents for a complete and accurate statement  
21 of the contents thereof, and otherwise deny the allegations in paragraph 157.

22 158. The Wynn Parties deny the allegations in paragraph 158, except admit that a copy  
23 of the Freeh Sporkin report was included as an exhibit to Wynn Resorts' Complaint in this action,  
24 and admit that a copy of the Freeh Sporkin report was provided to the *Wall Street Journal* because  
25 Wynn Resorts believed that public disclosure of the report was necessary for market participants  
26 to understand the actions taken by Wynn Resorts' Board of Directors and the reasons for those  
27 actions.

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1           159. The Wynn Parties admit that Wynn Resorts filed a Complaint on February 19,  
2 2012 and attached a copy of the Freeh Sporkin report thereto, and otherwise deny the allegations  
3 in paragraph 159.

4           160. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
5 the truth or falsity of the allegations in the first sentence of paragraph 160 concerning when  
6 Mr. Okada's counsel first obtained a copy of the Freeh Sporkin report, and otherwise deny the  
7 allegations in the first sentence of paragraph 160. The Wynn Parties admit the allegations in the  
8 second sentence of paragraph 160.

9           161. The Wynn Parties admit the allegations in the first sentence of paragraph 161. The  
10 Wynn Parties lack knowledge or information sufficient to form a belief as to the truth or falsity of  
11 the allegations in the second sentence of paragraph 161. The Wynn Parties state that the  
12 allegations in the third sentence of paragraph 161 are legal conclusions to which no responsive  
13 pleading is required. To the extent a response is required, the Wynn Parties deny the allegations  
14 in the third sentence of paragraph 161.

15           162. The Wynn Parties state that the allegations in paragraph 162 are legal conclusions  
16 to which no responsive pleading is required. To the extent any response is required, the  
17 Wynn Parties deny the allegations in paragraph 162.

18           163. The Wynn Parties admit the existence of the Articles of Incorporation referenced  
19 in paragraph 163, and refer to those articles for a complete and accurate statement of the terms  
20 and contents thereof; admit that in or about 2005, Aruze USA was found suitable by the Nevada  
21 Gaming Commission as a stockholder of Wynn Resorts; and otherwise deny the allegations in  
22 paragraph 163.

23           164. The Wynn Parties admit the existence of the Articles of Incorporation referenced  
24 in paragraph 164, and refer to those articles for a complete and accurate statement of the terms  
25 and contents thereof; make no responsive pleading to the legal conclusions contained in  
26 paragraph 164, because none is required; and otherwise deny the allegations in paragraph 164.

27           165. The Wynn Parties admit the existence of the Articles of Incorporation referenced  
28 in paragraph 165, and refer to those articles for a complete and accurate statement of the terms

1 and contents thereof; make no responsive pleading to the legal conclusions contained in  
2 paragraph 165, because none is required; and otherwise deny the allegations in paragraph 165.

3 166. The Wynn Parties make no responsive pleading to the legal conclusions contained  
4 in paragraph 166, because none is required, and otherwise deny the allegations in paragraph 166.

5 167. The Wynn Parties make no responsive pleading to the legal conclusions contained  
6 in paragraph 167, because none is required, and otherwise deny the allegations in paragraph 167.

7 168. The Wynn Parties admit the existence of the press release referenced in the first  
8 and third sentences of paragraph 168, and refer to that press release for a complete and accurate  
9 statement of the contents thereof. The Wynn Parties refer to publicly available market data for  
10 the market price of Wynn Resorts' stock referenced in the second sentence of paragraph 168, and  
11 otherwise deny the allegations in the second sentence of paragraph 168. The Wynn Parties admit  
12 the existence of the Stockholders Agreement referenced in the fourth sentence of paragraph 168;  
13 refer to that agreement for a complete and accurate statement of the terms thereof; make no  
14 responsive pleading to the legal conclusions contained in the fourth sentence of paragraph 168,  
15 because none is required; and otherwise deny the allegations in the fourth sentence of  
16 paragraph 168. The Wynn Parties make no responsive pleading to the legal conclusions  
17 contained in the fifth and sixth sentences of paragraph 168, because none is required, and  
18 otherwise deny the allegations in the fifth and sixth sentences of paragraph 168.

19 169. The Wynn Parties admit the existence of the press release referenced in  
20 paragraph 169, refer to that press release for a complete and accurate statement of the contents  
21 thereof, and otherwise deny the allegations in paragraph 169.

22 170. The Wynn Parties deny the allegations in paragraph 170, except admit that  
23 Moelis & Company has done business with Wynn Resorts prior to the redemption of  
24 Aruze USA's shares.

25 171. The Wynn Parties admit the allegations in the first and second sentences of  
26 paragraph 171. The Wynn Parties deny the allegations in the third and fourth sentences of  
27 paragraph 171. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
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1 the truth or falsity of the allegations in the fifth sentence of paragraph 171. The Wynn Parties  
2 deny the allegations in the sixth and seventh sentences of paragraph 171.

3 172. The Wynn Parties deny the allegations in paragraph 172.

4 173. The Wynn Parties admit the existence of the promissory note referenced in  
5 paragraph 173, and refer to that promissory note for a complete and accurate statement of the  
6 terms and contents thereof. The Wynn Parties otherwise deny the allegations in paragraph 173,  
7 except the Wynn Parties admit that the terms of the promissory note issued to Aruze USA were  
8 determined by Wynn Resorts' Board of Directors pursuant to the Wynn Resorts Articles of  
9 Incorporation without any input from Mr. Okada or any representative of Aruze USA.

10 174. The Wynn Parties admit that on March 2, 2012, Wynn Resorts' outside counsel  
11 filed a Form 8-K in error and without Wynn Resorts' authorization.

12 175. The Wynn Parties admit the existence of the erroneously filed Form 8-K  
13 referenced in paragraph 175, refer to that Form 8-K for a complete and accurate statement of the  
14 contents thereof, and otherwise deny the allegations in paragraph 175.

15 176. The Wynn Parties lack knowledge or information sufficient to form a belief as to  
16 the truth or falsity of the allegations in paragraph 176.

17 177. The Wynn Parties admit the existence of the Form 8-K referenced in  
18 paragraph 177, refer to that Form 8-K for a complete and accurate statement of the contents  
19 thereof, and otherwise deny the allegations in paragraph 177.

20 178. The Wynn Parties deny the allegations in paragraph 178.

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**CLAIMS FOR RELIEF**

**COUNT I**

**Declaratory Relief**

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

179. The Wynn Parties<sup>2</sup> repeat and reallege each and every response to paragraphs 4 through 178 above as if set forth fully herein.

180. The Wynn Parties state that the allegations in paragraph 180 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 180.

181. The Wynn Parties state that the allegations in paragraph 181 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 181.

182. The Wynn Parties state that the allegations in paragraph 182 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 182.

183. The Wynn Parties state that the allegations in paragraph 183 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 183.

184. The Wynn Parties state that the allegations in paragraph 184 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties refer to the court filing referenced in the second sentence of paragraph 184 for a complete and accurate statement of the contents thereof, and otherwise deny the allegations in paragraph 184.

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<sup>2</sup> Counts I through XIX of the FAC are pleaded against varying subsets of the Wynn Parties. The responses to paragraphs 179 through 372 of the FAC should be construed as having been made only by the specific counter-defendants named in the corresponding Count of the FAC.

1 185. The Wynn Parties state that the allegations in paragraph 185 are legal conclusions  
2 to which no responsive pleading is required. To the extent any response is required, the  
3 Wynn Parties deny the allegations in paragraph 185.

4 186. The Wynn Parties state that the allegations in the first sentence of paragraph 186  
5 are legal conclusions to which no responsive pleading is required. To the extent any response is  
6 required, the Wynn Parties deny the allegations in the first sentence of paragraph 186. The  
7 Wynn Parties deny the allegations in the second sentence of paragraph 186.

8 187. The Wynn Parties deny the allegations in paragraph 187.

9 **COUNT II**

10 **Permanent Prohibitory Injunction**

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

12 188. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
13 through 178 above as if set forth fully herein.

14 189. The Wynn Parties state that the allegations in paragraph 189 are legal conclusions  
15 to which no responsive pleading is required. To the extent any response is required, the  
16 Wynn Parties deny the allegations in paragraph 189.

17 190. The Wynn Parties state that the allegations in paragraph 190 are legal conclusions  
18 to which no responsive pleading is required. To the extent any response is required, the  
19 Wynn Parties deny the allegations in paragraph 190.

20 191. The Wynn Parties state that the allegations in paragraph 191 are legal conclusions  
21 to which no responsive pleading is required. To the extent any response is required, the  
22 Wynn Parties deny the allegations in paragraph 191.

23 192. The Wynn Parties state that the allegations in paragraph 192 are legal conclusions  
24 to which no responsive pleading is required. To the extent any response is required, the  
25 Wynn Parties deny the allegations in paragraph 192.

26 193. The Wynn Parties state that the allegations in paragraph 193 are legal conclusions  
27 to which no responsive pleading is required. To the extent any response is required, the  
28 Wynn Parties deny the allegations in paragraph 193.

1 194. The Wynn Parties deny the allegations in paragraph 194.

2 **COUNT III**

3 **Permanent Mandatory Injunction**

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

5 195. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
6 through 178 above as if set forth fully herein.

7 196. The Wynn Parties state that the allegations in paragraph 196 are legal conclusions  
8 to which no responsive pleading is required. To the extent any response is required, the  
9 Wynn Parties deny the allegations in paragraph 196.

10 197. The Wynn Parties state that the allegations in paragraph 197 are legal conclusions  
11 to which no responsive pleading is required. To the extent any response is required, the  
12 Wynn Parties deny the allegations in paragraph 197.

13 198. The Wynn Parties state that the allegations in paragraph 198 are legal conclusions  
14 to which no responsive pleading is required. To the extent any response is required, the  
15 Wynn Parties deny the allegations in paragraph 198.

16 199. The Wynn Parties state that the allegations in paragraph 199 are legal conclusions  
17 to which no responsive pleading is required. To the extent any response is required, the  
18 Wynn Parties deny the allegations in paragraph 199.

19 200. The Wynn Parties state that the allegations in paragraph 200 are legal conclusions  
20 to which no responsive pleading is required. To the extent any response is required, the  
21 Wynn Parties deny the allegations in paragraph 200.

22 201. The Wynn Parties state that the allegations in paragraph 201 are legal conclusions  
23 to which no responsive pleading is required. To the extent any response is required, the  
24 Wynn Parties deny the allegations in paragraph 201.

25 202. The Wynn Parties deny the allegations in paragraph 202.

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**COUNT IV**

**Breach of Contract in Connection with Wynn Resorts' Involuntary Redemption**

**(By Aruze USA Against Wynn Resorts)**

203. The Wynn Parties repeat and reallege each and every response to paragraphs 4 through 178 above as if set forth fully herein.

204. The Wynn Parties admit the existence of the Stockholders Agreement and the amended Stockholders Agreement referenced in paragraph 204, refer to those agreements for a complete and accurate statement of the terms thereof, and otherwise deny the allegations in paragraph 204.

205. The Wynn Parties state that the allegations in paragraph 205 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 205.

206. The Wynn Parties state that the allegations in paragraph 206 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 206, except the Wynn Parties admit that Mr. Wynn and Ms. Wynn voted in favor of the redemption of Aruze USA's shares.

207. The Wynn Parties deny the allegations in paragraph 207.

208. The Wynn Parties state that the allegations in paragraph 208 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 208.

209. The Wynn Parties deny the allegations in paragraph 209.

**COUNT V**

**Breach of Articles of Incorporation/Breach of Contract in Connection with Wynn Resorts'**

**Discounting Method of Involuntary Redemption**

**(By Aruze USA Against Wynn Resorts)**

210. The Wynn Parties repeat and reallege each and every response to paragraphs 4 through 178 above as if set forth fully herein.



1 211. The Wynn Parties state that the allegations in paragraph 211 are legal conclusions  
2 to which no responsive pleading is required. To the extent any response is required, the  
3 Wynn Parties deny the allegations in paragraph 211.

4 212. The Wynn Parties admit the existence of the Articles of Incorporation referenced  
5 in paragraph 212, refer to those articles for a complete and accurate statement of the terms and  
6 contents thereof, and otherwise deny the allegations in paragraph 212.

7 213. The Wynn Parties admit that Wynn Resorts redeemed Aruze USA's shares, and  
8 otherwise deny the allegations in paragraph 213.

9 214. The Wynn Parties make no responsive pleading to the legal conclusions contained  
10 in paragraph 214, because none is required, and otherwise deny the allegations in paragraph 214.

11 215. The Wynn Parties make no responsive pleading to the legal conclusions contained  
12 in paragraph 215, because none is required, and otherwise deny the allegations in paragraph 215.

13 216. The Wynn Parties make no responsive pleading to the legal conclusions contained  
14 in paragraph 216, because none is required, and otherwise deny the allegations in paragraph 216.

15 217. The Wynn Parties deny the allegations in paragraph 217.

16 218. The Wynn Parties state that the allegations in paragraph 218 are legal conclusions  
17 to which no responsive pleading is required. To the extent any response is required, the  
18 Wynn Parties deny the allegations in paragraph 218.

19 219. The Wynn Parties deny the allegations in paragraph 219.

20 **COUNT VI**

21 **Breach of Fiduciary Duty**

22 **(By Aruze USA Against the Wynn Directors)**

23 220. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
24 through 178 above as if set forth fully herein.

25 221. The Wynn Parties state that the allegations in paragraph 221 are legal conclusions  
26 to which no responsive pleading is required.

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1           222. The Wynn Parties state that the allegations in paragraph 222 are legal conclusions  
2 to which no responsive pleading is required. To the extent any response is required, the  
3 Wynn Parties deny the allegations in paragraph 222.

4           223. The Wynn Parties admit the existence of the Articles of Incorporation referenced  
5 in paragraph 223, refer to those articles for a complete and accurate statement of the terms and  
6 contents thereof, and otherwise deny the allegations in paragraph 223.

7           224. The Wynn Parties make no responsive pleading to the legal conclusions contained  
8 in paragraph 224, because none is required, and otherwise deny the allegations in paragraph 224.

9           225. The Wynn Parties make no responsive pleading to the legal conclusions contained  
10 in paragraph 225, because none is required, and otherwise deny the allegations in paragraph 225.

11           226. The Wynn Parties make no responsive pleading to the legal conclusions contained  
12 in paragraph 226, because none is required, and otherwise deny the allegations in paragraph 226.

13           227. The Wynn Parties state that the allegations in paragraph 227 are legal conclusions  
14 to which no responsive pleading is required. To the extent any response is required, the  
15 Wynn Parties deny the allegations in paragraph 227.

16           228. The Wynn Parties state that the allegations in paragraph 228 are legal conclusions  
17 to which no responsive pleading is required. To the extent any response is required, the  
18 Wynn Parties deny the allegations in paragraph 228.

19           229. The Wynn Parties make no responsive pleading to the legal conclusions contained  
20 in paragraph 229, because none is required, and otherwise deny the allegations in paragraph 229.

21           230. The Wynn Parties make no responsive pleading to the legal conclusions contained  
22 in paragraph 230, because none is required, and otherwise deny the allegations in paragraph 230.

23           231. The Wynn Parties state that the allegations in paragraph 231 are legal conclusions  
24 to which no responsive pleading is required. To the extent any response is required, the  
25 Wynn Parties deny the allegations in paragraph 231.

26           232. The Wynn Parties deny the allegations in paragraph 232.

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**COUNT VII**

**Imposition of Constructive Trust and Unjust Enrichment**

**(By Aruze USA Against the Wynn Directors)**

233. The Wynn Parties repeat and reallege each and every response to paragraphs 4 through 178 above as if set forth fully herein.

234. The Wynn Parties admit that Wynn Resorts redeemed Aruze USA's shares; admit the existence of the promissory note referenced in paragraph 234; refer to that promissory note for a complete and accurate statement of the terms thereof; and otherwise deny the allegations in paragraph 234.

235. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 235, because none is required, and otherwise deny the allegations in paragraph 235.

236. The Wynn Parties state that the allegations in paragraph 236 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 236.

237. The Wynn Parties deny the allegations in paragraph 237.

**COUNT VIII**

**Conversion**

**(By Aruze USA Against the Wynn Directors)**

238. The Wynn Parties repeat and reallege each and every response to paragraphs 4 through 178 above as if set forth fully herein.

239. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 239, because none is required, and otherwise deny the allegations in paragraph 239.

240. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 240, because none is required, and otherwise deny the allegations in paragraph 240.

241. The Wynn Parties state that the allegations in paragraph 241 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 241.

1 242. The Wynn Parties state that the allegations in paragraph 242 are legal conclusions  
2 to which no responsive pleading is required. To the extent any response is required, the  
3 Wynn Parties deny the allegations in paragraph 242.

4 243. The Wynn Parties make no responsive pleading to the legal conclusions contained  
5 in paragraph 243, because none is required, and otherwise deny the allegations in paragraph 243.

6 244. The Wynn Parties state that the allegations in paragraph 244 are legal conclusions  
7 to which no responsive pleading is required. To the extent any response is required, the  
8 Wynn Parties deny the allegations in paragraph 244.

9 245. The Wynn Parties deny the allegations in paragraph 245.

10 **COUNT IX**

11 **Fraud/Fraudulent Misrepresentation in Connection with Financing for Aruze USA**

12 **(By Aruze USA Against Wynn Resorts, Steve Wynn, and Kimmarie Sinatra)**

13 246. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
14 through 178 above as if set forth fully herein.

15 247. The Wynn Parties make no responsive pleading to the legal conclusions contained  
16 in paragraph 247, because none is required, and otherwise deny the allegations in paragraph 247.

17 248. The Wynn Parties make no responsive pleading to the legal conclusions contained  
18 in paragraph 248, because none is required, and otherwise deny the allegations in paragraph 248.

19 249. The Wynn Parties make no responsive pleading to the legal conclusions contained  
20 in paragraph 249, because none is required, and otherwise deny the allegations in paragraph 249.

21 250. The Wynn Parties make no responsive pleading to the legal conclusions contained  
22 in paragraph 250, because none is required, and otherwise deny the allegations in paragraph 250.

23 251. The Wynn Parties deny the allegations in paragraph 251.

24 252. The Wynn Parties make no responsive pleading to the legal conclusions contained  
25 in paragraph 252, because none is required, and otherwise deny the allegations in paragraph 252.

26 253. The Wynn Parties state that the allegations in paragraph 253 are legal conclusions  
27 to which no responsive pleading is required. To the extent any response is required, the  
28 Wynn Parties deny the allegations in paragraph 253.

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254. The Wynn Parties state that the allegations in paragraph 254 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 254.

255. The Wynn Parties state that the allegations in paragraph 255 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 255.

256. The Wynn Parties deny the allegations in paragraph 256.

**COUNT X**

**Negligent Misrepresentation in Connection with Financing for Aruze USA**

**(By Aruze USA Against Wynn Resorts, Steve Wynn, and Kimmarie Sinatra)**

257. The Wynn Parties repeat and reallege each and every response to paragraphs 4 through 178 above as if set forth fully herein.

258. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 258, because none is required, and otherwise deny the allegations in paragraph 258.

259. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 259, because none is required, and otherwise deny the allegations in paragraph 259.

260. The Wynn Parties state that the allegations in paragraph 260 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 260.

261. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 261, because none is required, and otherwise deny the allegations in paragraph 261.

262. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 262, because none is required, and otherwise deny the allegations in paragraph 262.

263. The Wynn Parties make no responsive pleading to the legal conclusions contained in paragraph 263, because none is required, and otherwise deny the allegations in paragraph 263.

264. The Wynn Parties state that the allegations in paragraph 264 are legal conclusions to which no responsive pleading is required. To the extent any response is required, the Wynn Parties deny the allegations in paragraph 264.

1           265. The Wynn Parties make no responsive pleading to the legal conclusions contained  
2 in paragraph 265, because none is required, and otherwise deny the allegations in paragraph 265.

3           266. The Wynn Parties state that the allegations in paragraph 266 are legal conclusions  
4 to which no responsive pleading is required. To the extent any response is required, the  
5 Wynn Parties deny the allegations in paragraph 266.

6           267. The Wynn Parties state that the allegations in paragraph 267 are legal conclusions  
7 to which no responsive pleading is required. To the extent any response is required, the  
8 Wynn Parties deny the allegations in paragraph 267.

9           268. The Wynn Parties deny the allegations in paragraph 268.

10   **COUNT XI**

11   **Civil Conspiracy in Connection with Financing for Aruze USA**

12   **(By Aruze USA Against Steve Wynn and Kimmarie Sinatra)**

13           269. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
14 through 178 above as if set forth fully herein.

15           270. The Wynn Parties admit the existence of the Amended and Restated Stockholders  
16 Agreement referenced in paragraph 270, and refer to that agreement for a complete and accurate  
17 statement of the terms thereof.

18           271. The Wynn Parties admit that Ms. Sinatra had knowledge of the Stockholders  
19 Agreement referenced in paragraph 271, refer to that agreement for a complete and accurate  
20 statement of the terms thereof, and otherwise deny the allegations in paragraph 271.

21           272. The Wynn Parties admit that Ms. Sinatra had knowledge of the Stockholders  
22 Agreement referenced in paragraph 272, refer to that agreement for a complete and accurate  
23 statement of the terms thereof, and otherwise deny the allegations in paragraph 272.

24           273. The Wynn Parties deny the allegations in the first sentence of paragraph 273. The  
25 Wynn Parties admit that Ms. Sinatra had email communications with representatives of  
26 Aruze USA in or about July 2011, refer to those emails for a complete and accurate statement of  
27 the contents thereof, and otherwise deny the allegations in the second sentence of paragraph 273.

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1           274. The Wynn Parties make no responsive pleading to the legal conclusions contained  
2 in paragraph 274, because none is required, and otherwise deny the allegations in paragraph 274.

3           275. The Wynn Parties make no responsive pleading to the legal conclusions contained  
4 in paragraph 275, because none is required, and otherwise deny the allegations in paragraph 275.

5           276. The Wynn Parties make no responsive pleading to the legal conclusions contained  
6 in paragraph 276, because none is required, and otherwise deny the allegations in paragraph 276.

7           277. The Wynn Parties make no responsive pleading to the legal conclusions contained  
8 in paragraph 277, because none is required, and otherwise deny the allegations in paragraph 277.

9           278. The Wynn Parties deny the allegations in paragraph 278.

10          279. The Wynn Parties make no responsive pleading to the legal conclusions contained  
11 in paragraph 279, because none is required, and otherwise deny the allegations in paragraph 279.

12          280. The Wynn Parties state that the allegations in paragraph 280 are legal conclusions  
13 to which no responsive pleading is required. To the extent any response is required, the  
14 Wynn Parties deny the allegations in paragraph 280.

15          281. The Wynn Parties state that the allegations in paragraph 281 are legal conclusions  
16 to which no responsive pleading is required. To the extent any response is required, the  
17 Wynn Parties deny the allegations in paragraph 281.

18          282. The Wynn Parties deny the allegations in paragraph 282.

19                                       **COUNT XII**

20                                       **Promissory Estoppel in Connection with Financing for Aruze USA**

21                                       **(By Aruze USA Against Wynn Resorts, Steve Wynn, and Kimmarie Sinatra)**

22          283. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
23 through 178 above as if set forth fully herein.

24          284. The Wynn Parties deny the allegations in paragraph 284.

25          285. The Wynn Parties admit that in the summer of 2011 there were discussions about a  
26 potential margin loan from Deutsche Bank to Aruze USA, and otherwise deny the allegations in  
27 paragraph 285.

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1           296. The Wynn Parties admit the existence of the Contribution Agreement referenced in  
2 paragraph 296, refer to that agreement for a complete and accurate statement of the terms thereof,  
3 and otherwise deny the allegations in paragraph 296.

4           297. The Wynn Parties admit the existence of the amended Articles of Incorporation  
5 referenced in paragraph 297; refer to those articles for a complete and accurate statement of the  
6 terms and contents thereof; admit that Mr. Wynn was the sole stockholder of Wynn Resorts as of  
7 September 16, 2002; make no responsive pleading to the legal conclusions contained in  
8 paragraph 297, because none is required; and otherwise deny the allegations in paragraph 297.

9           298. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
10 in paragraph 298; refer to that agreement for a complete and accurate statement of the terms  
11 thereof; make no responsive pleading to the legal conclusions contained in paragraph 298,  
12 because none is required; and otherwise deny the allegations in paragraph 298.

13           299. The Wynn Parties make no responsive pleading to the legal conclusions contained  
14 in paragraph 299, because none is required, and otherwise deny the allegations in paragraph 299.

15           300. The Wynn Parties state that the allegations in paragraph 300 are legal conclusions  
16 to which no responsive pleading is required. To the extent any response is required, the  
17 Wynn Parties deny the allegations in paragraph 300.

18           301. The Wynn Parties make no responsive pleading to the legal conclusions contained  
19 in paragraph 301, because none is required, and otherwise deny the allegations in paragraph 301.

20           302. The Wynn Parties make no responsive pleading to the legal conclusions contained  
21 in paragraph 302, because none is required, and otherwise deny the allegations in paragraph 302.

22           303. The Wynn Parties deny the allegations in paragraph 303.

23           304. The Wynn Parties make no responsive pleading to the legal conclusions contained  
24 in paragraph 304, because none is required, and otherwise deny the allegations in paragraph 304.

25           305. The Wynn Parties state that the allegations in paragraph 305 are legal conclusions  
26 to which no responsive pleading is required. To the extent any response is required, the  
27 Wynn Parties deny the allegations in paragraph 305.

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1           306. The Wynn Parties state that the allegations in paragraph 306 are legal conclusions  
2 to which no responsive pleading is required. To the extent any response is required, the  
3 Wynn Parties deny the allegations in paragraph 306.

4           307. The Wynn Parties state that the allegations in paragraph 307 are legal conclusions  
5 to which no responsive pleading is required. To the extent any response is required, the  
6 Wynn Parties deny the allegations in paragraph 307.

7           308. The Wynn Parties deny the allegations in paragraph 308.

8   **COUNT XIV**

9   **Negligent Misrepresentation in Connection with the Stockholders Agreement**

10   **(By Aruze USA Against Steve Wynn)**

11           309. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
12 through 178 above as if set forth fully herein.

13           310. The Wynn Parties state that the allegations in paragraph 310 are legal conclusions  
14 to which no responsive pleading is required. To the extent any response is required, the  
15 Wynn Parties deny the allegations in paragraph 310.

16           311. The Wynn Parties admit the existence of the Stockholders Agreement and Articles  
17 of Incorporation referenced in paragraph 311, refer to that agreement and those articles for a  
18 complete and accurate statement of the terms and contents thereof, and otherwise deny the  
19 allegations in paragraph 311.

20           312. The Wynn Parties admit the existence of the Contribution Agreement referenced in  
21 paragraph 312, refer to that agreement for a complete and accurate statement of the terms thereof,  
22 and otherwise deny the allegations in paragraph 312.

23           313. The Wynn Parties admit the existence of the amended Articles of Incorporation  
24 referenced in paragraph 313; refer to those articles for a complete and accurate statement of the  
25 terms and contents thereof; admit that Mr. Wynn was the sole stockholder of Wynn Resorts as of  
26 September 16, 2002; make no responsive pleading to the legal conclusions contained in  
27 paragraph 313, because none is required; and otherwise deny the allegations in paragraph 313.

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1           314. The Wynn Parties admit the existence of the Contribution Agreement and the  
2 amended Articles of Incorporation referenced in paragraph 314, refer to that agreement and those  
3 articles for a complete and accurate statement of the terms and contents thereof, and otherwise  
4 deny the allegations in paragraph 314.

5           315. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
6 in paragraph 315; refer to that agreement for a complete and accurate statement of the terms  
7 thereof; make no responsive pleading to the legal conclusions contained in paragraph 315,  
8 because none is required; and otherwise deny the allegations in paragraph 315.

9           316. The Wynn Parties deny the allegations in paragraph 316.

10          317. The Wynn Parties make no responsive pleading to the legal conclusions contained  
11 in paragraph 317, because none is required, and otherwise deny the allegations in paragraph 317.

12          318. The Wynn Parties state that the allegations in paragraph 318 are legal conclusions  
13 to which no responsive pleading is required. To the extent any response is required, the  
14 Wynn Parties deny the allegations in paragraph 318.

15          319. The Wynn Parties make no responsive pleading to the legal conclusions contained  
16 in paragraph 319, because none is required, and otherwise deny the allegations in paragraph 319.

17          320. The Wynn Parties deny the allegations in paragraph 320.

18          321. The Wynn Parties make no responsive pleading to the legal conclusions contained  
19 in paragraph 321, because none is required, and otherwise deny the allegations in paragraph 321.

20          322. The Wynn Parties state that the allegations in paragraph 322 are legal conclusions  
21 to which no responsive pleading is required. To the extent any response is required, the  
22 Wynn Parties deny the allegations in paragraph 322.

23          323. The Wynn Parties state that the allegations in paragraph 323 are legal conclusions  
24 to which no responsive pleading is required. To the extent any response is required, the  
25 Wynn Parties deny the allegations in paragraph 323.

26          324. The Wynn Parties deny the allegations in paragraph 324.

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1 COUNT XV

2 **Breach of Contract in Connection with the Stockholders Agreement**

3 **(By Aruze USA Against Steve Wynn)**

4 325. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
5 through 178 above as if set forth fully herein.

6 326. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
7 in paragraph 326, refer to that agreement for a complete and accurate statement of the terms  
8 thereof, and otherwise deny the allegations in paragraph 326.

9 327. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
10 in paragraph 327, refer to that agreement for a complete and accurate statement of the terms  
11 thereof, and otherwise deny the allegations in paragraph 327.

12 328. The Wynn Parties make no responsive pleading to the legal conclusions contained  
13 in paragraph 328, because none is required, and otherwise deny the allegations in paragraph 328.

14 329. The Wynn Parties state that the allegations in paragraph 329 are legal conclusions  
15 to which no responsive pleading is required. To the extent any response is required, the  
16 Wynn Parties deny the allegations in paragraph 329.

17 330. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
18 in paragraph 330, refer to that agreement for a complete and accurate statement of the terms  
19 thereof, and otherwise deny the allegations in paragraph 330.

20 331. The Wynn Parties state that the allegations in paragraph 331 are legal conclusions  
21 to which no responsive pleading is required. To the extent any response is required, the  
22 Wynn Parties deny the allegations in paragraph 331.

23 332. The Wynn Parties make no responsive pleading to the legal conclusions contained  
24 in paragraph 332, because none is required, and otherwise deny the allegations in paragraph 332.

25 333. The Wynn Parties state that the allegations in paragraph 333 are legal conclusions  
26 to which no responsive pleading is required. To the extent any response is required, the  
27 Wynn Parties deny the allegations in paragraph 333.

28 334. The Wynn Parties deny the allegations in paragraph 334.

1 COUNT XVI

2 **Breach of Covenant of Good Faith and Fair Dealing in Stockholders Agreement**

3 **(By Aruze USA Against Steve Wynn)**

4 335. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
5 through 178 above as if set forth fully herein.

6 336. The Wynn Parties state that the allegations in paragraph 336 are legal conclusions  
7 to which no responsive pleading is required.

8 337. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
9 in paragraph 337, refer to that agreement for a complete and accurate statement of the terms  
10 thereof, and otherwise deny the allegations in paragraph 337.

11 338. The Wynn Parties make no responsive pleading to the legal conclusions contained  
12 in paragraph 338, because none is required, and otherwise deny the allegations in paragraph 338.

13 339. The Wynn Parties make no responsive pleading to the legal conclusions contained  
14 in paragraph 339, because none is required, and otherwise deny the allegations in paragraph 339.

15 340. The Wynn Parties state that the allegations in paragraph 340 are legal conclusions  
16 to which no responsive pleading is required. To the extent any response is required, the  
17 Wynn Parties deny the allegations in paragraph 340.

18 341. The Wynn Parties make no responsive pleading to the legal conclusions contained  
19 in paragraph 341, because none is required, and otherwise deny the allegations in paragraph 341.

20 342. The Wynn Parties state that the allegations in paragraph 342 are legal conclusions  
21 to which no responsive pleading is required. To the extent any response is required, the  
22 Wynn Parties deny the allegations in paragraph 342.

23 343. The Wynn Parties make no responsive pleading to the legal conclusions contained  
24 in paragraph 343, because none is required, and otherwise deny the allegations in paragraph 343.

25 344. The Wynn Parties state that the allegations in paragraph 344 are legal conclusions  
26 to which no responsive pleading is required. To the extent any response is required, the  
27 Wynn Parties deny the allegations in paragraph 344.

28 345. The Wynn Parties deny the allegations in paragraph 345.

1 **COUNT XVII**

2 **Breach of Fiduciary Duty**

3 **(By Aruze USA Against Steve Wynn)**

4 346. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
5 through 178 as if set forth in full below.

6 347. The Wynn Parties state that the allegations in paragraph 347 are legal conclusions  
7 to which no responsive pleading is required. To the extent any response is required, the  
8 Wynn Parties deny the allegations in paragraph 347.

9 348. The Wynn Parties admit the existence of the Stockholders Agreement referenced  
10 in paragraph 348; refer to that agreement for a complete and accurate statement of the terms  
11 thereof; make no responsive pleading to the legal conclusions contained in paragraph 348,  
12 because none is required; and otherwise deny the allegations in paragraph 348.

13 349. The Wynn Parties admit the existence of the amended Articles of Incorporation  
14 referenced in paragraph 349; refer to those articles for a complete and accurate statement of the  
15 terms and contents thereof; make no responsive pleading to the legal conclusions contained in  
16 paragraph 349, because none is required; and otherwise deny the allegations in paragraph 349.

17 350. The Wynn Parties make no responsive pleading to the legal conclusions contained  
18 in paragraph 350, because none is required; and otherwise deny the allegations in paragraph 350.

19 351. The Wynn Parties state that the allegations in paragraph 351 are legal conclusions  
20 to which no responsive pleading is required. To the extent any response is required, the  
21 Wynn Parties deny the allegations in paragraph 351.

22 352. The Wynn Parties deny the allegations in paragraph 352.

23 353. The Wynn Parties make no responsive pleading to the legal conclusions contained  
24 in paragraph 353, because none is required, and otherwise deny the allegations in paragraph 353.

25 354. The Wynn Parties state that the allegations in paragraph 354 are legal conclusions  
26 to which no responsive pleading is required. To the extent any response is required, the  
27 Wynn Parties deny the allegations in paragraph 354.

28 355. The Wynn Parties deny the allegations in paragraph 355.

1 COUNT XVIII

2 **Tortious Interference of Contract**

3 **(By Aruze USA Against Wynn Reports, Linda Chen, Russell Goldsmith,**  
4 **Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr,**  
5 **Alvin V. Shoemaker, Boone Wayson, and Allan Zenon)**

6 356. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
7 through 178 above as if set forth fully herein.

8 357. The Wynn Parties state that the allegations in paragraph 357 are legal conclusions  
9 to which no responsive pleading is required. To the extent any response is required, the  
10 Wynn Parties deny the allegations in paragraph 357.

11 358. The Wynn Parties admit that Wynn Resorts' Board of Directors redeemed Aruze  
12 USA's shares in February 2012; refer to publicly available market data for the market price of  
13 Wynn Resorts' stock and otherwise deny the allegations in the first sentence of paragraph 358.  
14 The Wynn Parties refer to Wynn Resorts' public statements about the redemption for a complete  
15 and accurate statement of the content thereof, and otherwise deny the allegations in the second  
16 sentence of paragraph 358.

17 359. The Wynn Parties admit the allegations in paragraph 359.

18 360. The Wynn Parties make no responsive pleading to the legal conclusions contained  
19 in paragraph 360, because none is required; and otherwise deny the allegations in paragraph 360.

20 361. The Wynn Parties state that the allegations in paragraph 361 are legal conclusions  
21 to which no responsive pleading is required. To the extent any response is required, the  
22 Wynn Parties deny the allegations in paragraph 361.

23 362. The Wynn Parties make no responsive pleading to the legal conclusions contained  
24 in paragraph 362, because none is required; and otherwise deny the allegations in paragraph 362.

25 363. The Wynn Parties state that the allegations in paragraph 363 are legal conclusions  
26 to which no responsive pleading is required. To the extent any response is required, the  
27 Wynn Parties deny the allegations in paragraph 363.

28 364. The Wynn Parties deny the allegations in paragraph 364.

1 COUNT XIX

2 **Unconscionability/Reformation of Promissory Note**

3 **(By Aruze USA Against Wynn Resorts)**

4 365. The Wynn Parties repeat and reallege each and every response to paragraphs 4  
5 through 178 above as if set forth in full herein.

6 366. The Wynn Parties state that the allegations in paragraph 366 are legal conclusions  
7 to which no responsive pleading is required. To the extent any response is required, the  
8 Wynn Parties deny the allegations in paragraph 366.

9 367. The Wynn Parties refer to the court filing referenced in paragraph 367 for a  
10 complete and accurate statement of the contents thereof, and otherwise deny the allegations in  
11 paragraph 367.

12 368. The Wynn Parties deny the allegations in paragraph 368, except admit that  
13 Wynn Resorts' Board of Directors redeemed Aruze USA's shares on February 18, 2012.

14 369. The Wynn Parties state that the allegations in paragraph 369 are legal conclusions  
15 to which no responsive pleading is required. To the extent any response is required, the  
16 Wynn Parties deny the allegations in paragraph 369.

17 370. The Wynn Parties deny the allegations in paragraph 370, except admit that the  
18 terms of the promissory note issued to Aruze USA were determined by Wynn Resorts' Board of  
19 Directors pursuant to the Wynn Resorts Articles of Incorporation without any input from  
20 Mr. Okada or any representative of Aruze USA.

21 371. The Wynn Parties admit the existence of the promissory note referenced in  
22 paragraph 371, refer to that promissory note for a complete and accurate statement of the terms  
23 thereof, and otherwise deny the allegations in paragraph 371.

24 372. The Wynn Parties state that the allegations in paragraph 372 are legal conclusions  
25 to which no responsive pleading is required. To the extent any response is required, the  
26 Wynn Parties deny the allegations in paragraph 372.

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



1 **AFFIRMATIVE DEFENSES**

2 The Wynn Parties assert the following affirmative defenses and reserve the right to assert  
3 other defenses and claims, including, without limitation, counterclaims, crossclaims, and  
4 third-party claims, as and when appropriate and/or available in this or any other action. The  
5 statement of any defense herein does not assume the burden of proof for any issue as to which  
6 applicable law otherwise places the burden of proof on Counterclaimants.

7 **First Affirmative Defense**

8 The FAC fails to state a claim upon which relief may be granted.

9 **Second Affirmative Defense**

10 The FAC is barred, in whole or in part, by Counterclaimants' own conduct, including their  
11 failure to mitigate damages.

12 **Third Affirmative Defense**

13 Counterclaimants have sustained no legally cognizable damage.

14 **Fourth Affirmative Defense**

15 The FAC is barred, in whole or in part, by the doctrines of waiver, estoppel, laches,  
16 acquiescence, unclean hands, unjust enrichment and/or ratification, as well as other applicable  
17 equitable doctrines.

18 **Fifth Affirmative Defense**

19 Any losses Counterclaimants sustained were not caused by any conduct of the  
20 Wynn Parties.

21 **Sixth Affirmative Defense**

22 Any recovery is barred, or must be reduced, under principles of comparative fault and  
23 contributory negligence.

24 **Seventh Affirmative Defense**

25 The FAC is barred, in whole or in part, by the applicable statute of limitations.

26 **Eighth Affirmative Defense**

27 The FAC is barred, in whole or in part, because Counterclaimants lack standing to assert  
28 some or all of their claims.

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**Ninth Affirmative Defense**

The FAC is barred, in whole or in part, because the Wynn Parties at all times acted in good faith and did not directly or indirectly induce any act or acts constituting a cause of action arising under any law.

**Tenth Affirmative Defense**

Counterclaimants' damages claims are barred, in whole or in part, because they are speculative in nature and/or not otherwise recoverable under the law.

**Eleventh Affirmative Defense**

The FAC is barred, in whole or in part, by the statutory business judgment presumption embodied in NRS 78.138.

**Twelfth Affirmative Defense**

The FAC is barred, in whole or in part, by the statutory limitation on liability for directors and officers embodied in NRS 78.138.

**Thirteenth Affirmative Defense**

The FAC is barred, in whole or in part, by Article IV, Section 3 of the Wynn Resorts Articles of Incorporation.

**Fourteenth Affirmative Defense**

The FAC is barred, in whole or in part, by Article VII, Section 4 of the Wynn Resorts Articles of Incorporation.

**Fifteenth Affirmative Defense**

The FAC is barred because and to the extent that this Court lacks subject matter jurisdiction to resolve certain matters and claims alleged in the FAC.

The Wynn Parties reserve the right to (a) rely upon such other affirmative defenses as may be supported by the facts to be determined through full and complete discovery, and (b) voluntarily withdraw any affirmative defense.

**JURY DEMAND**

The Wynn Parties hereby demand a jury trial on all claims and issues so triable.

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WHEREFORE, having fully answered the FAC, the Wynn Parties respectfully demand judgment in their favor as follows:

1. That the FAC be dismissed with prejudice, with the Counterclaimants taking nothing thereby;
  2. That the Wynn Parties be awarded their costs incurred herein;
  3. That the Wynn Parties be awarded their reasonable attorneys' fees incurred herein;
- and
4. That the Wynn Parties be awarded such other and further relief as the Court deems just and proper.

DATED this 16th day of December, 2013.

PISANELLI BICE PLLC

By: /s/ James J. Pisanelli  
James J. Pisanelli, Esq., Bar No. 4027  
Todd L. Bice, Esq., Bar No. 4534  
Debra L. Spinelli, Esq., Bar No. 9695  
3883 Howard Hughes Parkway, Suite 800  
Las Vegas, Nevada 89169

and

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

and

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

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

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

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CAMPBELL & WILLIAMS

By: /s/ J. Colby Williams  
Donald J. Campbell, Esq., Bar No. 1216  
J. Colby Williams, Esq., Bar No. 5549  
700 South Seventh Street  
Las Vegas, Nevada 89101

Attorneys for Stephen A. Wynn

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this  
3 16th day of December, 2013, I caused to be **electronically served through the Court's filing**  
4 **system** true and correct copies of the foregoing **WYNN PARTIES' ANSWER TO FOURTH**  
5 **AMENDED COUNTERCLAIM** to the following:

6 Samuel S. Lionel, Esq.  
7 Charles H. McCrea, Esq.  
8 Steven C. Anderson, Esq.  
9 LIONEL SAWYER & COLLINS  
10 300 South Fourth Street, Suite 1700  
11 Las Vegas, NV 89101

12 William R. Urga, Esq.  
13 Martin A. Little, Esq.  
14 JOLLEY URGA WIRTH WOODBURY  
15 & STANDISH  
16 3800 Howard Hughes Parkway, 16th Floor  
17 Las Vegas, NV 89109

18 Ronald L. Olson, Esq.  
19 Mark B. Helm, Esq.  
20 Jeffrey Y. Wu, Esq.  
21 MUNGER TOLLES & OLSON, LLP  
22 355 South Grand Avenue, 35th Floor  
23 Los Angeles, CA 90071

24 Marc J. Sonnenfeld, Esq.  
25 Rollin B. Chippey, II, Esq.  
26 MORGAN LEWIS & BOCKIUS LLP  
27 1701 Market Street  
28 Philadelphia, PA 19103

Joseph E. Floren, Esq.  
Benjamin P. Smith, Esq.  
Christopher J. Banks, Esq.  
MORGAN LEWIS & BOCKIUS LLP  
One Market, Spear Street Tower  
San Francisco, CA 94105-1126

Donald J. Campbell, Esq.  
J. Colby Williams, Esq.  
CAMPBELL & WILLIAMS  
700 South Seventh Street  
Las Vegas, NV 89109

\_\_\_\_\_  
/s/ Kimberly Peets  
An employee of PISANELLI BICE PLLC

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