

casinos.

However, the regulator declined to reveal its findings or if it had punished Sands, explaining that the gaming operator has until April to appeal.

The Macau regulator also said Tuesday it had assessed fines on a plastic surgery company that used photos of a client before and after an operation for business promotion purposes without the patient's consent, as well as on a government department official who publicly posted the medical report of a fellow staff member.

The actions were part of a particularly active year for the Office of Personal Data Protection, which so far has completed 61 of the 118 cases it opened in 2012. The authority also received more than 1,000 requests by the public for consultation and applications for opinions, which marked a double-digit increase from the previous year, according to the regulator.

--Additional reporting by Sindhu Sundar and Gavin Broady. Editing by Eydie Cubarrubia.

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1 656710-B. In those Responses and Objections to Second Request for Production of Documents
2 (attached hereto as Ex. A), Pisanelli Bice interposed objections to discovery requests based on
3 the Macau Personal Data Protection Act (the "MPDPA"). Specifically, they objected to
4 producing documents called for by a number of requests because (among other things) "to the
5 extent the Request seeks documents from Wynn Macau that reside only in Macau, the Request
6 seeks documents containing personal information of third parties protected by the Macau
7 Personal Data Protection Act."

8 At the hearing on Thursday, February 5, 2015, at which Plaintiff unsuccessfully sought
9 to preclude SCL from presenting *any* witnesses at the February 9 evidentiary hearing, Plaintiff's
10 counsel argued that their own statements in the *Okada* case could not be cited in this case on the
11 ground that their conduct in the *Okada* case is irrelevant to and presents a distinguishable
12 factual situation from the issue raised in their renewed sanctions motion. This Court did not rule
13 on that argument, but allowed SCL the opportunity to file a brief and make an offer of proof on
14 that issue. For the reasons below, Wynn Resorts' objections based on the MPDPA are
15 extremely relevant and would be even if Wynn Resorts and Jacobs did not have the same
16 counsel. The objections show that another Macau-based company that operates under the same
17 Macau law and regulation as SCL in this case takes the position *in this Court* in another lawsuit
18 that discovery of documents located in Macau for purposes of litigation in Nevada is governed
19 by the MPDPA

20 Moreover, Plaintiff's contention that the facts of the *Okada* case and those of this case
21 are materially different is incorrect. Just as this case is a dispute between owners and former
22 executive of publicly traded gaming company with a licensed gaming subsidiary doing business
23 in Macau, the *Okada* case is a dispute between the owner (Steve Wynn) and former owner
24 (Kazuo Okada) of a publicly traded gaming company (Wynn Resorts, Ltd) with a licensed
25 gaming subsidiary in Macau. *See* Answer and Counterclaim of Aruze USA, Inc. and Universal
26 Entertainment Corporation attached hereto as Ex. B at ¶¶ 4-164. Just as Plaintiff did in this case,
27 Counterclaimants in the *Okada* case served requests that called for production of documents
28

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1 that originated in Macau. *See* Ex. A. Like the requests in this case, the requests for production
2 of documents in the *Okada* case called for documents, communications, and records dealing
3 with business matters in Macau. *See id.* When the facts are viewed in the correct light, it is clear
4 that Wynn Macau, Ltd., is in the same position as SCL and its operating subsidiary, VML. Both
5 have gaming concessions in Macau and are subject to Macanese law, including the MPDPA. In
6 addition, both VML and Wynn Macau were previously sanctioned for violating the MPDPA by
7 transferring documents containing personal data from Macau to the U.S. without the OPDP's
8 permission. The MPDPA-violating transfers involved similar situations, where the subsidiary
9 in Macau transferred documents to the U.S. in connection with legal proceedings in Nevada
10 *See* Ex. C hereto. Wynn Macau specifically violated the MPDPA by giving investigator Louis
11 Freeh documents originating in Macau and containing protected personal data. *See* Ex. D
12 hereto. Freeh then used that documentation in filing a report painting Okada as an unsuitable
13 gaming licensee. Wynn Resorts Ltd., through its counsel Pisanelli Bice, then used Freeh's
14 report in support of the suit it filed against Okada. *See* Ex. B. The disclosure of documents to
15 Freeh provoked the OPDP fine against Winn Macau. It is clear that the factual context and
16 procedural posture of the *Okada* case is similar to that of this case.

17 Pisanelli Bice's argument that the position they advanced for their client in the *Okada*
18 case is irrelevant to the sanctions hearing is also incorrect. Pisanelli Bice's objections in the
19 *Okada* matter directly go to the good faith of SCL's behavior. And the fact that they are Wynn's
20 counsel makes it unreasonable for them to contend that the MPDPA did not impose any real
21 constraints on SCL's ability to produce documents that "reside only in Macau." In his Answer
22 to Defendants' Petition for Mandamus with respect to the Court's March 27, 2013 Order,
23 Plaintiff expressed skepticism about the MPDPA, arguing that Defendants had "misstated their
24 burden of compliance and exaggerated the Macau government's investigation" into the 2010
25 transfer of Jacobs' electronic data from Macau to Las Vegas. Answer at 19. Plaintiff also
26 argued that SCL "did very little to actually establish that the MPDPA was the impediment to
27 discovery that they represent even before the district court entered its September [2012]
28

1 Sanctions Order.” *Id.* at 26. If Plaintiff intends to argue in the sanctions hearing that the
2 MPDPA does not constitute an impediment to discovery or that SCL and VML were not
3 required to abide by the OPDP’s directives to redact personal data before transferring
4 documents out of Macau, then SCL should be permitted to show the Court that other, unrelated
5 entities in the same position, litigating in this Court at the present time share its view of their
6 obligations under the MPDPA. Pisanelli Bice’s objections in the *Okada* case directly
7 corroborate SCL’s position.

8 Pisanelli Bice seeks to justify its inconsistency by suggesting that the position they have
9 taken on behalf of their client in the *Okada* case is different from SCL’s position in this case
10 because the Court has not (yet) issued an order requiring their client in the *Okada* case to
11 produce documents protected by the MPDPA. This distinction is immaterial. That the court has
12 not yet ordered Pisanelli Bice’s client to violate the MPDPA does not change the fact that
13 Pisanelli Bice has relied on the MPDPA as a substantive objection to a discovery request—*after*
14 *Pisanelli Bice had full and actual knowledge of this Court’s sanction order against SCL.* As
15 attorneys for Plaintiff in this action, Pisanelli Bice is on actual notice of this Court’s order
16 prohibiting SCL from using the MPDPA as a basis to withhold relevant discovery. Yet, in spite
17 of this knowledge, Pisanelli Bice objected to discovery in the *Okada* case on the same basis (the
18 MPDPA)—in front of the same judge and pursuant to the same discovery rules applicable to
19 this matter.

20 Thus, not only is Pisanelli Bice’s reliance on the MPDPA with knowledge of this
21 Court’s order in this case relevant, their inconsistency demonstrates two things. First, the
22 inconsistency demonstrates that SCL’s conduct (as a gaming entity with a license in Macau)
23 was reasonable and in good faith. Pisanelli Bice’s position in the *Okada* case shows that SCL’s
24 conduct does not manifest a willful intent to avoid complying with discovery in this case. The
25 fact that Wynn is now invoking the MPDPA as a discovery-blocking objection in the *Okada*
26 case is an unmistakable confirmation that the MPDPA is not an imaginary law; the MPDPA is a
27 real law of their home jurisdiction that SCL and VML are required to obey. As such, the
28

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1 discovery objections prepared by Pisanelli Bice for Wynn Resorts would be relevant to the
2 sanctions issue in this case even if Pisanelli Bice were not counsel for Wynn. Second, the
3 inconsistent position adopted by Pisanelli Bice in the *Okada* case undermines the credibility and
4 sincerity of their objection to SCL complying with Macau law in this case. Plaintiff has
5 affirmatively raised this issue through a renewed motion for sanctions. This Court should view
6 any contention by Jacobs that SCL's conduct was willful or in "bad faith" with skepticism. Any
7 criticism by Jacobs's counsel, Pisanelli Bice, of SCL's conduct hypocritical situational
8 advocacy, given the fact that Pisanelli Bice has advised their other MPDPA-burdened client to
9 take the same position as SCL has in this case with respect to documents regarding gaming
10 activities originating in Macau.

11 That Pisanelli Bice asserted MPDPA objections goes to the reasonableness of SCL's
12 conduct in taking the same position. SCL assumes that Pisanelli Bice and its client were acting
13 in good faith in making objections based on the MPDPA in the *Okada* case. That, in turn, is
14 relevant objective evidence that supports the conclusion that SCL too acted in good faith in
15 balancing its obligations to obey Macau law in producing documents from Macau in this case.

16 CONCLUSION

17 If Plaintiff intends to challenge SCL's reliance on the MPDPA at the hearing and claim,
18 as he has in the past, that SCL has failed to prove or exaggerated its burden under that Act, the
19 SCL should be able to put in evidence of what another litigant in its position has done.

20
21 DATED this 9th day of February, 2015.

22
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CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of February, 2015, the foregoing **MEMORANDUM
OF SANDS CHINA LTD. REGARDING EX. 350** was served on the following parties
through the Court's electronic filing system:

ALL PARTIES ON THE E-SERVICE LIST

An employee of Kemp, Jones & Coulthard, LLP

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18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 WYNN RESORTS, LIMITED, a Nevada
21 Corporation,

22 Plaintiff,

23 vs.

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

26 Defendants.

27 **AND ALL RELATED CLAIMS**

Case No.: A-12-656710-B

Dept. No.: XI

**WYNN RESORTS, LIMITED'S
RESPONSES AND OBJECTIONS TO
DEFENDANTS' SECOND REQUEST
FOR PRODUCTION OF DOCUMENTS**

1 control; (5) to the extent this Request seeks records other than those of the Company, this Request
2 is not properly directed to Wynn Resorts; and (6) it is objectionable to the extent it seeks
3 information and communications protected by the attorney-client privilege, common interest
4 privilege, the work product doctrine, and/or any other privilege or protection afforded under the
5 law (e.g., it is phrased to seek "all documents," and one of the three named individuals is former
6 general counsel for Wynn Resorts).

7 Subject to and without waiving said objections, Wynn Resorts will produce any
8 discoverable documents responsive to this Request (as Wynn Resorts understands the Request)
9 that are not otherwise privileged or protected, to the extent such documents exist and can be
10 located through a reasonable search and review process. Discovery is continuing, and Wynn
11 Resorts reserves the right to supplement this response as discovery continues.

12 **REQUEST FOR PRODUCTION NO. 89:**

13 All Documents concerning Stephen A. Wynn, Wynn Macau, or WRL's obtaining the
14 Macau land interest and license, including but not limited to any Communications with
15 consultants, finders, bankers, lobbyists, middlemen, or intermediaries of any type.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 89:**

17 Wynn Resorts objects to this Request on the following grounds: (1) it seeks documents
18 and information unrelated to the subject matter, claims or defenses in this action (e.g., Stephen A.
19 Wynn, Wynn Macau, or WRL's obtaining the Macau land interest and license) and thus is
20 (2) overly broad; (3) unduly burdensome; and (4) not reasonably calculated to lead to the
21 discovery of admissible evidence in this action; (5) it is overly broad and unduly burdensome in
22 scope (e.g., "[a]ll Documents . . ."); (6) it is overly broad in time (i.e., unlimited); (7) it is a blatant
23 fishing expedition designed to annoy and harass; (8) it seeks confidential and proprietary
24 information (which, again, is unrelated to the claims or defenses in this action and thus is not
25 reasonably calculated to lead to the discovery of admissible evidence in this action); (9) to the
26 extent this Request seeks documents from Wynn Macau, a non-party to this action, a Rule 34
27 request is insufficient to compel the production of this third-party's records and Defendants are
28 required to follow the appropriate legal processes to compel the records of a third party; (10) to

1 the extent the Request seeks documents from Wynn Macau that reside only in Macau, the Request
2 seeks documents containing personal information of third parties protected by the Macau Personal
3 Data Privacy Act; (11) to the extent this Request seeks documents related to the bidding process
4 and tender for the Macau license (which includes land), Wynn Resorts objects based upon
5 Macao SAR Law n.º 16/2001, which is Macau's gaming regulatory statute governing gaming
6 concessionaires, operators, and the tender process. Section I, Article 16 provides as follows:
7 "The bidding processes, the documents and data included, as well as all documents and data
8 related to the tender, are confidential and cannot be accessed or consulted by third parties";
9 (12) it is objectionable to the extent it seeks information and communications protected by the
10 attorney-client privilege, common interest privilege, the work product doctrine, and/or any other
11 privilege or protection afforded under the law; and (13) it is unduly burdensome and harassing
12 because it is duplicative of and/or overlaps with requests Defendants already propounded
13 (to which Wynn Resorts already responded) in this action (e.g., Request Nos. 1, 51) and
14 duplicative of and/or overlaps with multiple other requests herein (e.g., Request Nos. 89, 118,
15 119, 120, 122, 122, 128-135, 137-139, 141-149).

16 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
17 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
18 admissible evidence in relation to any allegation or defense and/or a court order compels the
19 production after a finding of discoverability.

20 **REQUEST FOR PRODUCTION NO. 90:**

21 All Documents concerning the admission or potential admission of Steve Marnell or
22 John Moran as members of the LLC.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 90:**

24 Wynn Resorts objects to this Request on the following grounds: (1) it seeks non-
25 discoverable/irrelevant documents and information neither related nor relevant to the subject
26 matter of this action, nor any claim or defense asserted in this action, and thus (2) is overly broad;
27 (3) unduly burdensome, and (4) not reasonably calculated to lead to the discovery of admissible
28 evidence. The Request also (5) is overly broad and unduly burdensome in scope in that it seeks

REQUEST FOR PRODUCTION NO. 224:

All Documents from concerning [sic] Stephen A. Wynn's, a member of the WRL Board's, a Counterdefendant's, WRL's, or any other Persons' licensing, suitability, or other similar determination by the NGCB, the Commission, or similar bodies of any other state, nation, tribe, or other governmental unit, including but not limited to Missouri, Illinois, Mississippi, Massachusetts, the Philippines, China, Macau, or Japan, or any decisions not to seek such a determination because of concerns about a negative outcome.

RESPONSE TO REQUEST FOR PRODUCTION NO. 224:

Wynn Resorts objects to this Request on the following grounds: (1) it seeks non-discoverable/irrelevant documents and information unrelated to the subject matter, claims or defenses in this action and thus is (2) overly broad; (3) unduly burdensome; and (4) not reasonably calculated to lead to the discovery of admissible evidence in this action; (5) it is overly broad in scope (e.g., "[a]ll Documents . . ."); (6) it is overly broad in time (i.e., unlimited); (7) the terms "licensing," "suitability," and "other similar determination" are undefined, and under the circumstances, vague and ambiguous, requiring speculation as to their intended meanings; (8) to the extent this Request seeks documents by and between the Company and Nevada gaming regulators, the Request seeks documents and communications protected by NRS 463.3407 and NRS 463.120; (9) it is a blatant fishing expedition designed to annoy and harass; (10) it seeks highly confidential, sensitive commercial, proprietary, compliance, and/or regulatory documents and information (which, again, is unrelated to the claims or defenses in this action and thus is not reasonably calculated to lead to the discovery of admissible evidence in this action); (11) to the extent this Request seeks documents from Wynn Macau or other non-party to this action, a Rule 34 request is insufficient to compel the production of this third-party's records and Defendants are required to follow the appropriate legal processes to compel the records of a third party; (12) to the extent the Request seeks documents from Wynn Macau that reside only in Macau, the Request seeks documents containing personal information of third parties protected by the Macau Personal Data Privacy Act; (13) to the extent this Request seeks documents related to the bidding process and tender for the Macau license (which includes land), Wynn Resorts objects

1 based upon Macao SAR Law n.º 16/2001, which is Macau's gaming regulatory statute governing
2 gaming concessionaires, operators, and the tender process. Section I, Article 16 provides as
3 follows: "The bidding processes, the documents and data included, as well as all documents and
4 data related to the tender, are confidential and cannot be accessed or consulted by third parties . . .
5 ."; (14) it is objectionable to the extent it seeks information and communications protected by the
6 attorney-client privilege, common interest privilege, the work product doctrine, and/or any other
7 privilege or protection afforded under the law; and (15) it is unduly burdensome and harassing
8 because it is duplicative of and/or overlaps with other requests by the Okada Parties herein
9 (e.g., Request Nos. 83, 96, 103, 225, 226, 231, 232).

10 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
11 Defendants narrow this Request and/or demonstrate how the Request is reasonably calculated to
12 lead to the discovery of admissible evidence in relation to any allegation or defense and/or a court
13 order compels the production after a finding of discoverability.

14 **REQUEST FOR PRODUCTION NO. 225:**

15 All Documents concerning the divorce or separation of Stephen A. Wynn and
16 Elaine Wynn affecting the control, operation, ownership, management of, or otherwise related to,
17 WRL, including any Documents reflecting on the suitability or license-ability of the parties, and
18 any related or side agreements.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 225:**

20 Wynn Resorts objects to this Request on the following grounds: (1) it is overly broad in
21 time (i.e., unlimited); (2) it is overly broad in scope (e.g., "[a]ll Documents. . .";
22 (3) it is overly broad in scope in that it seeks any and all documents concerning the separation
23 and/or divorce of Mr. and Ms. Wynn that is in some way "related to WRL"; it is thus (4) unduly
24 burdensome and (5) not reasonably calculated to lead to the discovery of admissible evidence in
25 this action. As broadly drafted, (6) it is a fishing expedition for the improper purpose to annoy
26 and harass; (7) it is unduly burdensome to the extent it seeks documents already produced in this
27 action and thus already in Defendants' possession; (8) the terms "related agreements" and "side
28 agreements" are vague and ambiguous, requiring speculation as to their intended meanings; (9) to

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1 In light of the foregoing, Wynn Resorts will not respond to this Request unless and until
2 Defendants demonstrate how the Request is reasonably calculated to lead to the discovery of
3 admissible evidence in relation to any allegation or defense and/or a court order compels the
4 production after a finding of discoverability.

5 DATED this 8th day of December, 2014.

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14
15 UNITED STATES DISTRICT COURT
16 DISTRICT OF NEVADA

17
18 WYNN RESORTS, LIMITED, a Nevada
Corporation,

19
20 Plaintiff,

21 vs.

22 KAZUO OKADA, an individual, ARUZE
USA, INC., a Nevada corporation,
23 UNIVERSAL ENTERTAINMENT
CORPORATION, a Japanese corporation,

24 Defendants.

25 ARUZE USA, INC., a Nevada corporation,
26 UNIVERSAL ENTERTAINMENT
CORPORATION, a Japanese corporation

27 Counterclaimants,

28 vs.

CASE NO: 2:12-cv-00400-LRH-PAL

COUNTERCLAIM AND ANSWER
OF ARUZE USA, INC. AND
UNIVERSAL ENTERTAINMENT
CORPORATION

JURY DEMAND

1 WYNN RESORTS, LIMITED, a Nevada
2 Corporation, STEPHEN A. WYNN, an
3 individual, KIMMARIE SINATRA, an
4 individual, LINDA CHEN, an individual,
5 RAY R. IRANI, an individual, RUSSELL
6 GOLDSMITH, an individual, ROBERT J.
7 MILLER, an individual, JOHN A. MORAN,
8 an individual, MARC D. SCHORR, an
9 individual, ALVIN V. SHOEMAKER, an
10 individual, D. BOONE WAYSON, an
11 individual, ELAINE P. WYNN, an individual,
12 ALLAN ZEMAN, an individual,

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Counterdefendants.

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COUNTERCLAIM

JURISDICTION AND VENUE

1
2
3 1. This Court has jurisdiction over this Counterclaim pursuant to Section 27 of
4 the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78aa; 28 U.S.C. §
5 1331; and 28 U.S.C. § 1367.

6 2. The claims asserted herein arise under Section 10(b) of the Exchange Act,
7 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240 10b-5, the
8 Nevada Racketeer Influenced and Corrupt Organizations Act ("RICO"), N.R.S. § 207.400
9 *et seq.*, and Nevada statutory and common law. Additionally, the claims asserted herein
10 raise substantial federal questions under the Foreign Corrupt Practices Act of 1977
11 ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*

12 3. Venue is proper in this District pursuant to: (i) 15 U.S.C. § 78aa, because
13 this is the District in which acts constituting the violation occurred and in which
14 Defendants transact business; and (ii) 28 U.S.C. § 1391(b)(2), because this is a District in
15 which a substantial part of the events or omissions giving rise to the claim occurred, or a
16 substantial part of the property that is the subject of the action is situated.

NATURE OF THE ACTION

4. Plaintiff and Counterdefendant Wynn Resorts, Limited ("Wynn Resorts" or the "Company") initiated this litigation on the same night it claims to have forcibly purchased (*i.e.*, "redeemed") the nearly 20% of its own common stock held by Counterclaimant Aruze USA, Inc. ("Aruze USA"). Wynn Resorts understood that, as soon as it became known that it was doing this, Aruze USA would sue Wynn Resorts and the Wynn Directors.¹ Wynn Resorts had undertaken the redemption in the dead of night through a rushed and secretive process.

5. Among other things, Wynn Resorts purported to redeem the shares at a flat 30% discount to the most recent market price. Aruze USA's interests, valued by the market at more than \$2.7 billion, would be forcibly purchased in exchange for a promissory note to pay approximately \$1.9 billion in a single "balloon payment" 10 years from now. So Wynn Resorts raced to court, electronically filing a complaint at 2:14 a.m. on a Sunday morning – even before giving notice to Aruze USA of the purported redemption. Wynn Resorts apparently thought that its position as the named "plaintiff" would help obfuscate the issues and distract the court from the claims of wrongdoing sure to be filed against it by Aruze USA and Counterclaimant Universal Entertainment Corporation ("Universal" and collectively with Aruze USA, "Counterclaimants"). Wynn Resorts' cynical tactics are unavailing. Based on the facts and the law, it is clear that it is Counterclaimants who have been grievously damaged in this case, and any suggestion to the contrary is entirely without credibility.

6. This Counterclaim arises because this purported redemption would:
(a) violate the express terms of agreements between Wynn Resorts and Aruze USA;
(b) allow Mr. Wynn and others to profit unjustly from their illegal acts and a process that

¹ The Wynn Resorts' Board of Directors (the "Board"), other than Kazuo Okada ("Kazuo Okada" and "Mr. Okada"), are Stephen A. Wynn ("Mr. Wynn" or "Steve Wynn"), Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, Boone Wayson, Elaine P. Wynn, and Allan Zeman.

1 was corrupt and unfair; and (c) subject Aruze USA to an unconscionably punitive remedy
2 based on an unproven pretext.

3 7. To be clear at the outset, Aruze USA disputes that any redemption has
4 occurred. Among other things, even if the redemption provision in the Company's
5 Second Amended Articles of Incorporation were legally enforceable (which it is not), the
6 Board's vote of redemption is void *ab initio*, because Wynn Resorts is barred by contract
7 from redeeming Aruze USA's securities. According to Wynn Resorts, the stock held by
8 Aruze USA is subject to transfer restrictions in a stockholders agreement (the
9 "Stockholders Agreement"). The transfer restrictions in the Stockholders Agreement (to
10 which Wynn Resorts agreed to be bound), if valid, preclude any redemption of Aruze
11 USA's stock. In addition, Aruze USA's stock was never subject to the redemption
12 provision in the Company's Articles of Incorporation, because Aruze USA agreed to
13 purchase Wynn Resorts stock *before* the redemption provision became effective. As a
14 threshold matter, then, the applicable contracts relied upon by Wynn Resorts to justify its
15 conduct actually bar Wynn Resorts' purported redemption of Aruze USA's stock.

16 8. Even if the Articles of Incorporation allowed the redemption of
17 Aruze USA's interests in Wynn Resorts (which they do not), there was no legitimate
18 factual or legal basis to invoke the redemption provision in this case. Wynn Resorts
19 undertook a secret investigation, hiding the subjects of the investigation from Aruze USA
20 by erroneously invoking attorney-client privilege and confidentiality, even after Wynn
21 Resorts had leaked a "report" of the investigation to the *Wall Street Journal*. Wynn
22 Resorts refused Aruze USA any reasonable opportunity to respond prior to redeeming
23 Aruze USA's interests, despite prior written promises to do so. If Wynn Resorts had
24 provided the opportunity, it would be clear why redemption is unwarranted.

25 9. The Wynn Directors breached their fiduciary duties to Wynn Resorts and to
26 Aruze USA in not undertaking a thorough, independent, and objective examination of the
27 law, facts, and evidence before purporting to usurp the role of the gaming authorities in
28 finding Aruze USA "unsuitable." Similarly, they breached their duties by then voting for

1 a wholly unnecessary and improper "redemption" on unconscionable terms. As a result,
2 the Wynn Directors cannot rely on the "business judgment rule," as they did not act in a
3 fully informed, good faith, and independent manner, and their actions are both contrary to
4 the law and not objectively reasonable.

5 10. Apart from the lack of any legal basis for Wynn Resorts' actions,
6 Aruze USA sues because Wynn Resorts, for all its accomplishments, is not a corporation
7 in any ordinary sense. Rather, Wynn Resorts' flamboyant Chairman, Mr. Wynn, has run
8 Wynn Resorts as a personal fiefdom, packing the Board with friends who do his personal
9 bidding, and paying key executives exorbitant amounts for their unwavering fealty.

10 11. In the course of trying to illegally force out Aruze USA as Wynn Resorts'
11 largest stockholder, Mr. Wynn and Wynn Resorts' General Counsel Kimmarie Sinatra
12 ("Kim Sinatra" or "Ms. Sinatra") committed a series of predicate acts of racketeering,
13 which include fraud, acquiring property under false pretenses, acquiring signatures under
14 false pretenses, and other similar wrongful activities. Mr. Wynn and Ms. Sinatra executed
15 on a scheme and pattern of racketeering activity, the aim of which was to defraud, defame,
16 and steal from Aruze USA and its President, Mr. Okada, by taking Aruze USA's interest
17 in Wynn Resorts, for the purpose of illegally placing and maintaining the control of Wynn
18 Resorts in a single man – Mr. Wynn. The wrongful acts complained of here cannot be
19 countenanced, and the purported taking of Aruze USA's property cannot stand

20 **PARTIES**

21 12. Counterclaimant Aruze USA is a company organized and existing under the
22 laws of the State of Nevada and is a wholly-owned subsidiary of Universal. Aruze USA
23 has its principal place of business in Las Vegas, Nevada. Aruze USA has been found
24 suitable by the Nevada Gaming Commission as a stockholder of Wynn Resorts. Aruze
25 USA owns 24,549,222 shares or 19.66% of the total outstanding stock of Wynn Resorts,
26 making it the largest single owner of Wynn Resorts stock.

27 13. Counterclaimant Universal (f/k/a Aruze Corp.) is a corporation organized
28 and existing under the laws of Japan. Universal manufactures and sells pachislot and

1 pachinko machines. Universal is registered with the Nevada Gaming Commission, and
2 was deemed suitable by the Nevada Gaming Commission as a 100% shareholder of Aruze
3 USA. Mr. Okada is the Chairman of the Board of Universal.

4 14. Counterdefendant Wynn Resorts, Limited is a corporation organized and
5 existing under the laws of the State of Nevada with its principal place of business in Las
6 Vegas, Nevada. Wynn Resorts' stock is publicly traded on NASDAQ under the ticker
7 symbol "WYNN."

8 15. Counterdefendant Stephen A. Wynn is the Chairman of the Board and Chief
9 Executive Officer of Wynn Resorts and is a resident of Nevada. Mr. Wynn owns
10 10,026,708 shares² of the common stock of Wynn Resorts.

11 16. Counterdefendant Kimmarie Sinatra is the General Counsel, Secretary, and a
12 Senior Vice President of Wynn Resorts and, on information and belief, is a resident of
13 Nevada. Ms. Sinatra owns 40,887 shares of the common stock of Wynn Resorts.

14 17. Counterdefendant Elaine P. Wynn is a director of Wynn Resorts and, on
15 information and belief, is a resident of Nevada. Elaine Wynn is Mr. Wynn's ex-spouse.
16 Elaine Wynn owns 9,742,150 shares of the common stock of Wynn Resorts.

17 18. Counterdefendant Linda Chen is a director of Wynn Resorts and, on
18 information and belief, is a resident of Macau. Ms. Chen owns 265,000 shares of the
19 common stock of Wynn Resorts.

20 19. Counterdefendant Ray R. Irani is a director of Wynn Resorts and, on
21 information and belief, is a resident of California. Mr. Irani owns 18,000 shares of the
22 common stock of Wynn Resorts.

23 20. Counterdefendant Russell Goldsmith is a director of Wynn Resorts and, on
24 information and belief, is a resident of California. Mr. Goldsmith owns 40,000 shares of
25 the common stock of Wynn Resorts.

26
27 ² All references to the number of shares owned by Counterdefendants are as of March 1, 2012, as
28 disclosed in Wynn Resorts' Schedule 14A Proxy Statement, filed with the SEC on March 7,
2012.

1 21. Counterdefendant Robert J. Miller is a director of Wynn Resorts and, on
2 information and belief, is a resident of Nevada. Mr. Miller owns 20,500 shares of the
3 common stock of Wynn Resorts.

4 22. Counterdefendant John A. Moran is a director of Wynn Resorts and, on
5 information and belief, is a resident of Florida. Mr. Moran owns 190,500 shares of the
6 common stock of Wynn Resorts.

7 23. Counterdefendant Marc D. Schorr is a director and Chief Operating Officer
8 of Wynn Resorts and, on information and belief, is a resident of Nevada. Mr. Schorr owns
9 250,000 shares of the common stock of Wynn Resorts.

10 24. Counterdefendant Alvin V. Shoemaker is a director of Wynn Resorts and,
11 on information and belief, is a resident of New Jersey. Mr. Shoemaker owns 40,500
12 shares of the common stock of Wynn Resorts.

13 25. Counterdefendant D. Boone Wayson is a director of Wynn Resorts and, on
14 information and belief, is a resident of Maryland. Mr. Wayson owns 90,500 shares of the
15 common stock of Wynn Resorts.

16 26. Counterdefendant Allan Zeman is a director of Wynn Resorts and, on
17 information and belief, is a resident of Macau. Mr. Zeman owns 30,500 shares of the
18 common stock of Wynn Resorts.

GENERAL ALLEGATIONS

I. MR. OKADA AND STEVE WYNN LAUNCH WYNN RESORTS

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

27. Mr. Wynn has a long history of involvement in Las Vegas as a casino operator. As Las Vegas changed, Mr. Wynn sought to present himself as a representative of the new "corporate" Las Vegas. Mr. Wynn developed Mirage Resorts, Inc., a casino conglomerate that owned and operated the Mirage, Treasure Island, and Bellagio. On May 31, 2000, MGM Grand Inc. completed a merger with Mirage Resorts, Inc. In June 2000, after a bruising boardroom battle, which centered on allegations that Mr. Wynn misappropriated company funds, MGM Grand, Inc. ousted Mr. Wynn as Chief Executive Officer of Mirage Resorts.

28. Humiliated by his public ouster, Mr. Wynn was anxious to re-enter the casino business and rebuild his reputation and standing in Las Vegas. He purchased the old Desert Inn casino and had plans to build a new casino on the site – it was to be a monument to himself, called "Wynn." But Mr. Wynn lacked the capital to fund the development of the casino, so he undertook an extensive search for investors. Having recently been forced out of Mirage Resorts, Inc., however, he was shunned by other sources of capital; Mr. Wynn eventually called on Mr. Okada, who became the means for Mr. Wynn to get back on his feet.

29. Mr. Okada was and is a highly successful Japanese entrepreneur and himself a pioneer in the gaming industry. After leaving high school, Mr. Okada attended an electronics trade school. In 1969, Mr. Okada founded Universal Lease Co. Ltd., which is now Universal. Mr. Okada became a leader in the businesses of pachinko. In addition, Mr. Okada founded a company that created one of the first video poker machines. In fact, Mr. Wynn originally met Mr. Okada when one of Mr. Okada's affiliated companies, Aruze Gaming America, was selling electronic gaming machines in Nevada.

1 30. Beginning in November 2000, Mr. Wynn used a Nevada limited liability
2 company called Valvino Lamore, LLC ("Valvino") as the holding entity for his new
3 Desert Inn casino project. After in-person discussions between Mr. Wynn and Mr. Okada,
4 Aruze USA made a contribution of \$260 million in cash to Valvino in exchange for 50%
5 of the membership interests in Valvino effective November 30, 2000. This contribution
6 was the seed capital that allowed for the development of what is now Wynn Resorts.
7 Valvino is referred to by Wynn Resorts as Wynn Resorts' "predecessor."

8 31. In April 2002, Aruze USA made two additional contributions totaling \$120
9 million to Valvino. Mr. Wynn told Mr. Okada that \$30 million was related to Macau, but
10 Mr. Wynn did not explain to Mr. Okada how Mr. Wynn actually spent the money.
11 Serious questions now exist about how Mr. Wynn used the money and whether Mr. Wynn
12 used the funds for his personal benefit and/or for other inappropriate purposes. There are
13 also serious questions about the use of the other \$90 million Aruze USA contributed.

14 **B. The Stockholders Agreement**

15 32. In 2002, all three owners of LLC interests in Valvino – Mr. Wynn, Aruze
16 USA, and Baron Asset Fund³ – understood that the Wynn organization was planning to go
17 public as Wynn Resorts. This required a series of legal steps by which the owners'
18 interests in Valvino were converted into shares of a newly formed corporation, "Wynn
19 Resorts, Limited," that could then sell additional shares to the public.

20 33. On April 11, 2002, prior to the filing of the Articles of Incorporation for
21 Wynn Resorts, the three owners of LLC interests in Valvino – Mr. Wynn, Aruze USA,
22 and Baron Asset Fund – entered into the Stockholders Agreement, which imposed certain
23 restrictions on the sale of the stock they were to receive in "NewCo," the entity that would
24 become Wynn Resorts. As described in Wynn Resorts' prospectus, dated October 29,
25 2002, "the stockholders agreement establishes various rights among Mr. Wynn, Aruze

26
27 ³ Baron Asset Fund is a Massachusetts business trust comprised of a series of funds. It became a
28 member of Valvino pursuant to the First Amendment to Amended and Restated Operating
Agreement of Valvino Lamore, LLC, dated April 16, 2001.

1 USA and Baron Asset Fund with respect to the ownership and management of Wynn
2 Resorts.”

3 34. Notably, the parties to the Stockholders Agreement stated that the terms of
4 that agreement were a condition of transferring their LLC interests in Valvino to Wynn
5 Resorts. Specifically, the Stockholders Agreement stated “as a condition to their
6 willingness to form [Wynn Resorts], either through the contribution of their interests in
7 the LLC or through a different technique, the Stockholders are willing to agree to the
8 matters set forth” in the Stockholders Agreement.

9 35. Wynn Resorts publicly acknowledged the impact of the Stockholders
10 Agreement on the Company and the shareholders, disclosing in Wynn Resorts’ Form S-
11 1/A filed with the SEC on October 7, 2002 that the Stockholders Agreement established
12 “restrictions on the transfer of the shares of Wynn Resorts’ common stock owned by the
13 parties to the stockholders agreement.” In this way, Wynn Resorts – and all other
14 stockholders – were aware that there were limitations written in the Stockholders
15 Agreement on the transferability of the Wynn Resorts stock held by Aruze USA.

16 36. The Stockholders Agreement contained certain transfer restrictions on
17 shares held by Aruze USA. The agreement defined a “[t]ransfer” as “any . . . disposition,
18 either voluntary or *involuntary*” (emphasis added). The agreement provided that such
19 securities may only be transferred to Mr. Okada, an immediate family member of Mr.
20 Okada, a family trust, or a company related to Aruze USA. No other transfers were
21 allowed. For example, there is no provision that would allow Wynn Resorts to buy or
22 take, or redeem the securities. To the contrary, the Stockholders Agreement expressly
23 made any transfer of shares – including any involuntary transfers – in violation of the
24 Agreement “null and void *ab initio*.” As explained in further detail below, because Wynn
25 Resorts expressly adopted this transfer restriction at the time of the contribution of Aruze
26 USA’s LLC interests in Valvino, and Wynn Resorts asserts that these transfer restrictions
27 are legally valid, Wynn Resorts had no legal right or ability to redeem Aruze USA’s
28 interests in Wynn Resorts.

1 37. Apart from removing Aruze USA from the purview of later-adopted
2 redemption provisions in Wynn Resorts' Articles of Incorporation, the Stockholders
3 Agreement also contained provisions that allowed Mr. Wynn to nominate a bare majority
4 of directors, and Aruze USA to nominate all remaining directors. Although Aruze USA
5 repeatedly tried over the years to nominate directors, Mr. Wynn refused to allow this to
6 happen, instead nominating all of the directors himself to ensure and perpetuate his
7 complete control of the Board.

8 38. Finally, the Stockholders Agreement gave Mr. Wynn the power of attorney
9 to sign all documentation necessary to transfer Aruze USA's LLC interests in Valvino to
10 Wynn Resorts in exchange for Wynn Resorts stock, and thereby created a fiduciary duty
11 as between Mr. Wynn and Aruze USA.

12 39. On November 8, 2006, Mr. Wynn caused Aruze USA to enter into an
13 Amendment to the Stockholders Agreement which purports to contain a mutual restriction
14 on the sale of stock without the other party's written consent. All other relevant terms of
15 the Stockholders Agreement remained unchanged.

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

17 40. On June 3, 2002, Mr. Wynn, on behalf of Wynn Resorts, caused the filing of
18 the Company's initial Articles of Incorporation. Those Articles of Incorporation did not
19 include any provision establishing Wynn Resorts' purported right to redeem shares held
20 by "Unsuitable Person[s]."

21 **D. The Contribution Agreement**

22 41. Before Wynn Resorts could go public, the LLC interests in Valvino held by
23 Mr. Wynn, Aruze USA, and Baron Asset Fund had to be transferred to the new Wynn
24 Resorts entity. This was no small matter. By this point, Aruze USA had contributed some
25 \$380 million in exchange for its LLC interests in Valvino.

26 42. On June 11, 2002, Wynn Resorts, Mr. Wynn, Aruze USA, Baron Asset
27 Fund, and the Kenneth R. Wynn Family Trust entered into the Contribution Agreement
28 (the "Contribution Agreement"), by which they agreed to contribute all of the Valvino

1 membership interests to Wynn Resorts in exchange for the capital stock of Wynn Resorts.
2 The Wynn Resorts stock acquired by Aruze USA was subject to the provisions of the
3 Stockholders Agreement.

4 43. The Contribution Agreement made clear that Wynn Resorts could not later
5 enlarge its rights *vis-à-vis* the stock held by Aruze USA. An integration clause stated:

6 *This Agreement, the Stockholders Agreement, and the*
7 *Operating Agreement contain the entire understanding of the*
8 *parties with respect to the subject matter hereof or thereof.*
9 *There are no restrictions, agreements, promises,*
10 *representations, warranties, covenants, or undertakings with*
11 *respect to the subject matter hereof other than those expressly*
12 *set forth or referred to herein or therein. This Agreement, the*
13 *Stockholders Agreement, and the Operating Agreement*
14 *supersede all prior agreements and understandings between*
15 *the parties with respect to their subject matter.*

16 (emphasis added) (The Contribution Agreement defined the “Stockholders Agreement” as
17 the agreement dated April 11, 2002, and “as it may be amended and/or restated from time
18 to time.”). Accordingly, any attempt by Wynn Resorts to claim that it could unilaterally
19 impose a redemption provision on Aruze USA is contradicted by the express language of
20 Wynn Resorts’ agreements with Aruze USA.

21 **E. After Securing Aruze USA’s Contribution, Steve Wynn Unilaterally**
22 **Amends the Articles of Incorporation**

23 44. After entering into the Contribution Agreement, but before transferring the
24 LLC interests in Valvino, Mr. Wynn secretly and unilaterally changed Wynn Resorts’
25 Articles of Incorporation to include a provision that purportedly allows Wynn Resorts to
26 “redeem” stock held by stockholders under certain circumstances. At this time, Mr. Wynn
27 was the sole stockholder and director of Wynn Resorts.

28 45. Under the Stockholders Agreement, Mr. Wynn had power of attorney to
transfer the LLC interests in Valvino to Wynn Resorts. Although the Contribution
Agreement obligated Mr. Wynn to “as soon as practicable . . . deliver or cause to be
delivered to Holders certificates representing the Common Stock[.]” Mr. Wynn
deliberately delayed the contribution of the LLC interests in Valvino interests to Wynn

1 Resorts. Among other things, this delay meant that, although he had already received
2 Aruze USA's commitment via the Contribution Agreement and the Stockholders
3 Agreement, Mr. Wynn would continue to maintain unilateral control over Wynn Resorts
4 for the period of the delay. This enabled Mr. Wynn to improperly change the Company's
5 Articles of Incorporation in an attempt to achieve Mr. Wynn's own long-term interests at
6 Aruze USA's expense. This deliberate delay, and the intervening acts taken by Mr. Wynn
7 before he fulfilled the terms of the Contribution Agreement, breached Mr. Wynn's
8 fiduciary duties to Aruze USA.

9 46. On September 16, 2002, Mr. Wynn secretly and unilaterally amended Wynn
10 Resorts' Articles of Incorporation. Although this change would purport to fundamentally
11 alter the securities received by Aruze USA, Mr. Wynn made the change unilaterally,
12 without providing notice and affording Aruze USA the opportunity to vote on the changes,
13 as required in order to make the provision enforceable. The language Mr. Wynn
14 unilaterally added to the Articles of Incorporation provided, in pertinent part:

15 The Securities Owned or Controlled by an Unsuitable Person
16 or an Affiliate of an Unsuitable Person shall be subject to
17 redemption by the Corporation, out of funds legally available
18 therefor, by action of the board of directors, to the extent
required by the Gaming Authority making the determination
of unsuitability or to the extent deemed necessary or advisable
by the board of directors. . . .

19 47. If Mr. Wynn had done what he was bound to do pursuant to the trust and
20 duties placed in him under the Stockholders Agreement and Contribution Agreement, and
21 transferred the LLC interests in Valvino to Wynn Resorts *before* adding the redemption
22 provision, Aruze USA would have had the right under Nevada law to vote on the changes
23 to Wynn Resorts' Articles of Incorporation. On information and belief, Mr. Wynn's
24 actions were a deliberate effort to induce Aruze USA to agree to transfer the LLC interests
25 in Valvino, and then change the nature of the Wynn Resorts stock that Aruze USA would
26 receive in exchange for those interests. Aruze USA relied on the absence of a redemption
27 provision in making its sizable contribution of interests to Wynn Resorts. Although the
28 first acts perpetrated in furtherance of this fraud occurred in 2002, damages only accrued

1 recently, when Wynn Resorts purported to use the redemption provision to redeem Aruze
2 USA's shares in 2012 for a fraction of their true value.

3 **F. Wynn Resorts Goes Public**

4 48. On September 28, 2002, Mr. Wynn eventually contributed the LLC interests
5 in Valvino to Wynn Resorts. Thereafter, on October 21, 2002, Mr. Okada became a
6 member of Wynn Resorts' Board.

7 49. On October 25, 2002, Wynn Resorts conducted an initial public offering
8 ("IPO") on NASDAQ at \$13 per share. At this time, Mr. Okada and Mr. Wynn each
9 owned about 30% of the outstanding stock. Shortly thereafter, Mr. Okada became Vice
10 Chairman of Wynn Resorts' Board.

11 50. On April 28, 2005, Wynn Las Vegas opened. It was an instant success. On
12 September 8, 2006, Wynn Resorts opened in Macau. "Encore" hotels followed in both
13 locations. Again, each property has been very successful. None of this success would
14 have been possible without the capital funding, support, and expertise of Aruze USA and
15 Mr. Okada.

16 51. As one form of recognition for Aruze USA's contributions, Wynn Resorts
17 included a high-end Japanese restaurant at both the Las Vegas and Macau resorts. These
18 restaurants have been named "Okada."

19 **G. The Close and Trusting Relationship of Steve Wynn and Mr. Okada**

20 52. Although they have very different backgrounds and educational experiences,
21 both Mr. Wynn and Mr. Okada are of similar ages, interests, and ambitions. Beyond their
22 business dealings, Mr. Wynn gave every indication that he considered Mr. Okada to be a
23 close personal friend, and repeatedly called him his "partner."

24 53. For example, at hearings before the Nevada State Gaming Control Board
25 and Nevada Gaming Commission, on June 4 and 17, 2004, respectively Mr. Wynn
26 affirmed that "Mr. Okada was not only suitable" to receive a gaming license "but he was
27 desirable." Repeatedly referring to Mr. Okada as his "partner," Mr. Wynn said Mr. Okada
28 was "dedicated to the pursuit of excellence."

1 54. In this sworn testimony, Mr. Wynn also affirmed Mr. Okada's generosity
2 and unwavering trust in Mr. Wynn. Mr. Wynn said "I have never dreamed that there
3 would be a man as supportive, as long-term thinking, as selfless in his investment as Mr.
4 Okada." Mr. Wynn recalled a conversation with Mr. Okada on a plane from Macau to
5 Tokyo: Mr. Okada "told me the most important thing, Steve . . . is the right thing. Take
6 the high road. Do the right thing. Don't worry about me. I'll support any decision you
7 may make."

8 55. And, indeed, Mr. Okada trusted Mr. Wynn. Mr. Wynn knew this, and
9 callously and illegally set out to exploit this trust for his advantage.

10 **II. UNIVERSAL DISCLOSES AND ULTIMATELY PURSUES FOREIGN**
11 **DEVELOPMENT PROJECTS**

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

14 56. Universal and Mr. Okada first began exploring the possibility of acquiring
15 and developing land in the Philippines in 2007, with one possible option for development
16 being a casino and hotel resort. Although the initial discussions were preliminary,
17 Mr. Okada brought the opportunity immediately to Mr. Wynn, hoping that Wynn Resorts
18 might be interested in undertaking the project. Mr. Wynn told Mr. Okada that Wynn
19 Resorts was not interested at that time in pursuing a project in the Philippines. However,
20 Mr. Wynn voiced no concerns at all with Universal's pursuit of the project. Mr. Okada
21 thereafter kept Mr. Wynn fully informed of the project's progress.

22 57. On December 20, 2007, Universal publicly announced a planned casino
23 project in the Asian market.

24 58. On April 25, 2008, Universal announced its planned casino project in the
25 Philippines.

26 59. From that point on, Wynn Resorts and Universal had an agreement.
27 Universal could pursue a project in the Philippines, but at least for the time being, it would
28 not formally be a Wynn Resorts project. On a May 1, 2008 conference call with stock

1 analysts, Mr. Wynn affirmed that Wynn Resorts' Board and management team had
2 longstanding knowledge of and fully supported Universal's project in the Philippines:

3 Well, first of all, I love Kazuo Okada as much as any man that
4 I've ever met in my life. He's my partner and my friend. And
5 there is hardly anything that I won't do for him. Now, we are
6 not at the present time an investor, nor do we contemplate, an
7 investment in the Philippines. *This is something that Kazuo*
8 *Okada and his company, [Universal], has done on its own*
9 *initiative. He consults me and has discussed it with me*
10 *extensively and I've given him my own personal thoughts on*
11 *the subject and advice. And, to the extent that he comes to me*
12 *for any more advice or input, all of us here at the Company*
13 *will be glad to give him our opinions. But that's short of*
14 *saying this is a Wynn Resorts project. It is a [Universal]*
15 *project.*

16 (emphasis added).

17 60. Importantly, Mr. Wynn voiced no concerns about the potential of the
18 Philippine project competing with Wynn Macau, Ltd. ("Wynn Macau"). As reflected in
19 his public statement to Wynn Resorts' shareholders and analysts, Mr. Wynn's attitude
20 reflected Wynn Resorts' official position on the Philippine project until at least late 2011
21 or early 2012 when Mr. Wynn decided to use it as a pretext to deprive Aruze USA of its
22 Wynn Resorts stock.

23 61. As a further example of Wynn Resorts' knowledge and approval of
24 Universal and Aruze USA's activities in the Philippines, on April 4, 2008, Kevin Tourek,
25 a member of Wynn Resorts' Compliance Committee, emailed Frank Schreck, the then-
26 head of Universal's Compliance Committee. The email was regarding Universal's
27 investment in the Philippines. Mr. Tourek confirmed that – so long as Universal was in
28 compliance with the laws of the Philippines – the investment would not be something that
would concern Nevada regulators or Wynn Resorts.

62. Once again, on September 24, 2009, Wynn Resorts acknowledged
Universal's project in the Philippines. Wynn Macau's IPO prospectus explicitly
acknowledged Universal's plans to develop a casino in the Philippines:

In addition to its investment in Wynn Resorts, Limited,
[Universal], has invested in the construction of a hotel casino
resort in the Philippines, which is anticipated to open to the

1 public in 2010. Mr. Okada confirms that, as at the Latest
2 Practicable Date, except for his indirect shareholding interests
3 in Wynn Resorts, Limited through Aruze USA, Inc., neither he
4 nor his associates holds, owns or controls more than 5%
5 voting interests in an entity which, directly or indirectly,
6 carries on, engages, invests, participates or otherwise is
7 interested in any company, business or operation that
8 competes, or is reasonably expected to compete, with the
9 business carried on by us in Macau.

6 63. In this way, Wynn Macau's prospectus acknowledged and ratified
7 Universal's plans to open a casino in the Philippines and – by adopting Universal's
8 statement – affirmed that a casino in the Philippines will not materially compete with
9 Wynn Macau.

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

12 64. As was disclosed fully to Wynn Resorts and the Nevada Gaming
13 Commission, Universal went about the difficult process of acquiring land and approvals to
14 build a casino in the Philippines.

15 65. In 2008, after negotiations with private landowners that spanned several
16 months, Universal purchased contiguous land in and about a special economic zone in
17 Manila Bay that was specifically zoned for casinos. It made this purchase with a
18 Philippine-based partner; and at all times (contrary to statements in the Complaint and by
19 Mr. Frech) has complied with the laws of the Philippines requiring the citizenship for
20 landholding.

21 66. The Philippine government approached Universal as early as 2005 and
22 courted Universal for years. The Philippine government ultimately secured an agreement
23 that Universal would employ significant numbers of local people to work in the casinos,
24 and press reports indicate Universal's project could create as many as 15,000 jobs for
25 Filipinos, and generate billions of dollars in tax revenues for the Philippine government.
26 When Universal delayed the project in the wake of the 2008 financial crisis, the Philippine
27 government again stepped up its efforts to encourage Universal to advance the
28

1 development of its project. While Universal certainly expects the Manila Bay Project to
2 be a "win-win" for the Philippines and Universal, the idea that Universal needed to curry
3 special favor with Philippine government officials is profoundly mistaken.

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

5 67. In March 2009, Mr. Wynn divorced Elaine Wynn. The divorce proved to be
6 damaging to Mr. Wynn's financial position and standing within Wynn Resorts. By early
7 2010, Mr. Wynn had reached an agreement to split his ownership of Wynn Resorts stock
8 with Elaine Wynn. As a result of the divorce settlement, Aruze USA was now by far
9 Wynn Resorts' largest stockholder, owning some 24,549,222 shares of Wynn Resorts, or
10 19.66% of the outstanding stock. Mr. Wynn would now own less than half what Aruze
11 USA owned of Wynn Resorts stock. While neither Aruze USA nor Mr. Okada ever made
12 any threats against Mr. Wynn, the possibility loomed that Mr. Wynn could be losing
13 control of Wynn Resorts, as had happened ten years earlier, Mr. Wynn lost control of
14 Mirage Resorts, Inc.

15 68. On January 6, 2010, Mr. Wynn obtained an Amended and Restated
16 Stockholders Agreement. The amended agreement altered the Stockholders Agreement
17 language regarding Aruze USA's right to nominate directors. Aruze USA could endorse
18 nominees so long as the majority of nominees were endorsed by Mr. Wynn. Although the
19 agreement required Mr. Wynn to support a minority slate of directors proposed by Aruze
20 USA, he never did so. On information and belief, Mr. Wynn obtained the Amended and
21 Restated Stockholders Agreement, with the intention of never supporting any director
22 proposed by Aruze USA. In fact, Mr. Wynn consistently refused efforts to consider Aruze
23 USA directors for the Board, in an effort to continue to monopolize control over Wynn
24 Resorts.

25 69. In addition, the Amended and Restated Stockholders Agreement continued
26 to contain a non-compete clause that prohibited Mr. Okada, Aruze USA, and Universal
27 only from operating casinos in Clark County, Nevada and in Macau, and certain Internet
28 gaming ventures. Neither this version of the Stockholders Agreement, nor any prior or

1 subsequent agreements, contained any prohibition or concerns regarding the Philippines or
2 Korea.

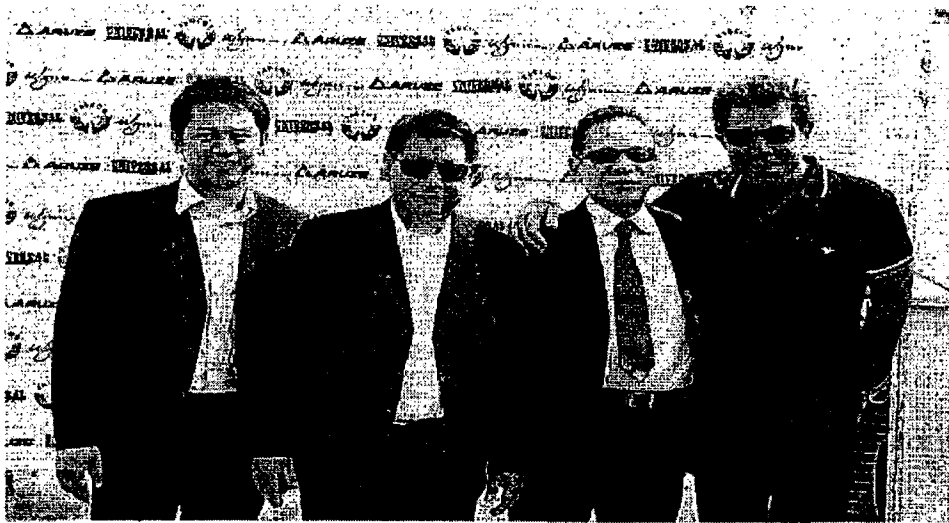
3 70. In January 2010, Mr. Okada indicated that he was willing to move ahead
4 with the amendments provided that Mr. Wynn reciprocated by allowing Aruze USA to sell
5 publicly the same number of shares as Mr. Wynn and Elaine Wynn. In this way, Mr.
6 Okada expected to receive liquidity for Aruze USA whenever Mr. Wynn and Elaine Wynn
7 asked permission to sell or transfer their stock.

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

10 71. Though Mr. Wynn had consistently declined to involve Wynn Resorts
11 formally in the Philippine project, he began to reconsider the opportunity in 2010. On
12 June 14, 2010, Mr. Wynn and Mr. Okada jointly visited Manila to conduct due diligence
13 on behalf of Wynn Resorts and Universal. On information and belief, Mr. Wynn was
14 considering pursuing the project in his individual capacity as well as on behalf of Wynn
15 Resorts.

16 72. As illustrated in the photographs, this pre-arranged trip involved meetings
17 with dignitaries and officials and informational presentations on the project.
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73. Mr. Wynn never formally committed Wynn Resorts to the Manila Bay project, but was clearly interested in pursuing the opportunity. The idea – promulgated by Mr. Wynn in recent press conferences – that Mr. Okada and Universal were off “doing their own thing” unbeknownst to anyone at Wynn Resorts, is not true.

E. Over Kazuo Okada’s Objection, Wynn Resorts Makes an Unprecedented \$135 Million Donation For Wynn Macau

74. In May 2011, Wynn Macau pledged to donate HK\$1 billion (about \$135 million) to the University of Macau Development Foundation. This contribution consisted of a \$25 million contribution made in May 2011, and a commitment for additional donations of \$10 million each year for the calendar years 2012 through 2022 inclusive. Suspiciously, Wynn Macau’s current gaming concession covers essentially the same 10-year period expiring in June 2022. Wynn Macau and Wynn Resorts have also disclosed that Wynn Macau is in the process of seeking to obtain land in Macau and the rights to develop a third casino in the area.

75. At a Board meeting in April, 2011, Mr. Okada objected to and voted against this donation, which appears to be unprecedented in the annals of the University of Macau, and in the history of Wynn Resorts. Mr. Okada objected to the unprecedented size

1 and duration of the commitment. It was unclear how the University of Macau would use
2 the funds. Mr. Okada wondered why a wealthy university that sits on government land
3 and largely caters to non-Macau residents might need or want such a large donation. Mr.
4 Okada, who is himself a significant philanthropist, wondered whether such a donation
5 actually benefits the people who live in Macau. He was concerned about the lack of
6 deliberation of the boards of Wynn Resorts and Wynn Macau (the donation was approved
7 at a joint meeting in Macau of the two boards), and that pending approvals in Macau
8 related to a new development in Cotai, and the coincidence of the date of the donation and
9 the term of Wynn Macau's gaming license in Macau, might make it appear that Wynn
10 Macau and Wynn Resorts were paying for benefits.

11 76. Notably, for example, the Chancellor of University of Macau is also the
12 head of Macao's government, with ultimate oversight of gaming matters.

13 77. While Wynn Resorts claims to have received a legal opinion sanctioning the
14 unprecedented donation, Wynn Resorts did not provide that legal opinion to Mr. Okada or,
15 on information and belief, to any other members of the board of either Wynn Macau or
16 Wynn Resorts. On information and belief, Mr. Wynn – and potentially others – misled the
17 Wynn Resorts' Board by securing its consent to the donation, without disclosing his
18 personal knowledge of the close connection between University of Macau and officials
19 responsible for regulatory decisions related to Wynn Macau's gaming operations.

20 78. Mr. Okada's opposition to this donation caught the attention of the U.S.
21 Securities and Exchange Commission ("SEC"). According to Wynn Resorts 2011 Form
22 10-K, Wynn Resorts received a letter from the Division of Enforcement of the SEC
23 indicating the SEC has commenced an "informal inquiry" regarding matters in Macau.
24 Mr. Wynn, Ms. Sinatra (Wynn Resorts' General Counsel), and Mr. Miller (head of Wynn
25 Resorts' Compliance Committee) did not take kindly to Mr. Okada's scrutiny of the
26 donation. On information and belief, Mr. Wynn, Ms. Sinatra, and Mr. Miller set out to
27 discredit Mr. Okada, in an effort to distract attention from the problematic Macau
28 donation.

F. Steve Wynn and Kim Sinatra Fraudulently Promise Mr. Okada Financing for the Philippine Project

79. On or about April 29, 2011, Mr. Wynn married his current wife Andrea Hissom. Shortly thereafter, on May 16, 2011, Mr. Wynn and Mr. Okada met in Macau. Ms. Sinatra was present at the meeting, as was Matt Maddox ("Mr. Maddox"), the Chief Financial Officer of Wynn Resorts, and Michiaki Tanaka ("Mr. Tanaka") of Aruze USA, who prepared a transcript of the meeting.

80. According to the transcript of the meeting, Mr. Wynn told Mr. Okada that Elaine Wynn was very angry at Mr. Wynn for remarrying. Knowing she was going through a difficult time, Mr. Okada expressed sympathy for Elaine Wynn. Mr. Wynn said that Elaine Wynn had a desire to transfer her shares to a new owner, and that there was an urgent need for Mr. Okada to immediately consent on Aruze USA's behalf to the transfer of the securities under the Stockholders Agreement.

81. Mr. Okada was amenable to allowing Elaine Wynn to transfer her stock because of this exigency but, in return, Mr. Okada wanted to sell or pledge some of Aruze USA's Wynn Resorts stock in order to obtain a measure of liquidity from the stock.

82. Mr. Wynn suggested that instead of having Aruze USA sell or pledge its shares, he had "good answers to solve [Mr. Okada's] . . . requests." Mr. Wynn suggested that Wynn Resorts would make a loan to Aruze USA. Mr. Wynn told Mr. Okada that this was better than Aruze USA liquidating its stock (which could have hurt Wynn Resorts' stock value), and much better than a bank loan because a bank: (1) would set a credit line of only 50% of the market value of Aruze USA's stock; (2) would require additional guarantees if the market value of Aruze USA's stock decreases; and (3) could require forfeiture of Aruze USA's stock if there was any delay in payment.

83. Mr. Wynn gave Mr. Okada an explicit personal assurance that financing would occur. Mr. Wynn stated that this proposal would be good for Mr. Okada and good for Wynn Resorts, because it will contribute to the stability of Wynn Resorts. And, based

1 on such assurances, Mr. Okada agreed to financing from Wynn Resorts, rather than selling
2 or otherwise pledging Aruze USA's stock.

3 84. Ms. Sinatra was present at the meeting. On information and belief, Ms.
4 Sinatra is a highly sophisticated and knowledgeable attorney, and is one of the highest
5 paid general counsels in the United States. Toward the end of the meeting, Ms. Sinatra
6 stated that draft loan agreements would be provided to Aruze USA within 10 days to
7 support the agreement reached between Mr. Okada and Mr. Wynn. Neither Mr. Wynn nor
8 Ms. Sinatra said anything about internal or external limitations on loans to directors and
9 officers. For example, neither of them made any mention of Section 402 of the Sarbanes-
10 Oxley Act ("SOX") which, contrary to Japanese law that has no such prohibition, would
11 appear to bar any loan to Aruze USA by Wynn Resorts. On information and belief, at the
12 time of this meeting, Ms. Sinatra was intimately familiar with SOX and Section 402 of the
13 Act, having overseen the implementation of SOX compliance policies at Wynn Resorts
14 that specifically addressed prohibitions on loans to officers and directors.

15 85. At the conclusion of the meeting, and in reliance on the assurances by Mr.
16 Wynn and Ms. Sinatra that Wynn Resorts would make a loan to provide liquidity for
17 Aruze USA and that loan documents would be forthcoming, Mr. Okada signed a waiver
18 and consent granting Elaine Wynn the option to transfer her stock. Simultaneously, Mr.
19 Tanaka of Aruze USA made a handwritten note to memorialize the agreement that Wynn
20 Resorts would provide financing to Aruze USA.

21 86. Later that day, in response to Mr. Tanaka's note and after Mr. Okada had
22 signed the waiver and consent about Elaine Wynn's stock, Ms. Sinatra prepared a draft
23 "Side Letter" to replace the one prepared by Mr. Tanaka. The "Side Letter" prepared by
24 Ms. Sinatra stated that Wynn Resorts would negotiate a loan from Wynn Resorts to Aruze
25 USA secured by Aruze USA's stock "*to the extent compliant with all state and federal*
26 *laws*" (emphasis added). On information and belief, Ms. Sinatra inserted this language
27 because she knew Section 402 of SOX prohibited the loan proposed by Mr. Wynn and
28 agreed to by both Mr. Wynn and Mr. Okada.

1 87. At the time, Wynn Resorts had extensive SOX compliance policies. Yet,
2 Ms. Sinatra said nothing to Mr. Okada or Aruze USA concerning the loan prohibitions
3 under SOX, leading Mr. Okada and Aruze USA to believe that financing through Wynn
4 Resorts was not only possible, but would be forthcoming in the near future. Ms. Sinatra's
5 role in this transaction makes clear that she was not working on Wynn Resorts' behalf.
6 Rather, in breach of her duty to Wynn Resorts, she intentionally sought to deceive
7 Mr. Okada for the personal benefit of Mr. Wynn, who would benefit personally from
8 stringing along Aruze USA.

9 88. On June 9, 2011, Ms. Sinatra emailed Aruze USA's attorneys regarding the
10 "Side Letter," expressing "concern." For the first time, Ms. Sinatra specifically referred to
11 Section 402 of SOX. She provided no further explanation (although this confirmed that
12 she understood the issue). Ms. Sinatra urged Aruze USA to "obtain sophisticated US
13 securities lawyers to assist." Ms. Sinatra also disputed that Mr. Wynn had committed to
14 provide financing at the meeting, a statement that she knew to be false.

15 89. On June 20, 2011, Ms. Sinatra asked Aruze USA's counsel if Mr. Okada's
16 consent to Elaine Wynn's transfer of shares was conditioned on Aruze USA receiving the
17 loan. On July 13, 2011, Aruze USA's lawyer emailed Ms. Sinatra stating that
18 Aruze USA, through Mr. Okada, would allow the immediate transfer of Elaine Wynn's
19 shares because he understood that approval was needed urgently, but stated that the
20 consent was "based upon the mutual understanding between Mr. Okada and Mr. Wynn
21 that Mr. Wynn would pursue avenues for Mr. Okada to obtain financing." Ms. Sinatra
22 immediately sent an email back: "Thank you very much for this."

23 90. In the same email, Ms. Sinatra then explained that Wynn Resorts was
24 negotiating with Deutsche Bank on a margin loan transaction, with Wynn Resorts acting
25 as a "backstop." She did not dispute that Mr. Okada's consent to the amendment in the
26 Stockholders Agreement was based on Wynn Resorts agreement to continue to pursue
27 financing for a loan to Aruze USA (using Aruze USA's Wynn Resorts shares as
28 collateral). At no point in time did Ms. Sinatra call into question the Philippine project.

1 91. On or about September 23, 2011, Ms. Sinatra called Aruze USA. Ms.
2 Sinatra informed Aruze USA that Wynn Resorts' Compliance Committee would be
3 meeting the following week regarding the Philippines, which could impact whether Wynn
4 Resorts would allow the loan.

5 92. Wynn Resorts' Compliance Committee is not an independent committee of
6 the Board. Rather, it is made up of one Wynn Resorts director, former Nevada Governor
7 Bob Miller, and two Wynn Resorts insiders. On information and belief, each member of
8 Wynn Resorts' Compliance Committee depends on Mr. Wynn for his livelihood and each
9 is beholden to Mr. Wynn. On information and belief, Mr. Wynn has plenary control over
10 the Compliance Committee. On September 30, 2011, the Compliance Committee refused
11 to permit the loan to Aruze USA.

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

14 93. Also, on or about September 27, 2011, Frank A. Schreck, who had been the
15 Chairman of the Universal Compliance Committee for years, abruptly resigned his
16 position. In addition to being the Chair of the Universal Compliance Committee, he was
17 (and, on information and belief, still is) a long-time lawyer for Mr. Wynn.

18 94. Richard Morgan, the new Chairman of the Universal Compliance
19 Committee, spoke with Mr. Schreck regarding his reasons for resignation. Mr. Schreck
20 told Mr. Morgan that he did not resign from the Committees because of any suitability
21 concerns about Mr. Okada. Mr. Morgan asked Mr. Schreck if he knew of any facts that
22 gave Mr. Schreck concerns about Mr. Okada's suitability; Mr. Schreck told Mr. Morgan
23 that he knew of no such facts.

24 95. Notably, Mr. Schreck's law firm thereafter appeared as litigation counsel for
25 Wynn Resorts on January 27, 2012, representing Wynn Resorts in the Nevada state court
26 in seeking to deny Mr. Okada his right as a director of Wynn Resorts to review Wynn
27 Resorts' records regarding the enormous donation it made to the University of Macau.

28

1 **III. STEVE WYNN DIRECTS WYNN RESORTS TO CONDUCT A**
2 **PRETEXTUAL INVESTIGATION FOR THE PURPOSE OF REDEEMING**
3 **ARUZE USA'S SHARES**

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

6 96. On September 30, 2011, Aruze USA's lawyers, Robert Faiss and Mark
7 Clayton of Lionel Sawyer & Collins law firm, met with Ms. Sinatra and Kevin Tourek of
8 Wynn Resorts. The conversation took a very unexpected turn.

9 97. First, Ms. Sinatra and Mr. Tourek said that Wynn Resorts' Compliance
10 Committee had commissioned two "investigations" and that the Compliance Committee
11 had produced an investigative "report." Ms. Sinatra and Mr. Tourek were concerned that
12 Universal had purchased land from a person in the Philippines who was now under
13 indictment for tax evasion. Neither Ms. Sinatra nor Mr. Tourek explained how Universal
14 or Mr. Okada could bear any responsibility for another man's alleged failure to pay his
15 taxes.

16 98. Second, Ms. Sinatra and Mr. Tourek said that Wynn Resorts has a "policy"
17 that officers and directors cannot pledge their Company stock. This was the first mention
18 of such a policy, despite extensive discussions of a loan secured by Aruze USA's stock.

19 99. Third, Ms. Sinatra and Mr. Tourek stated that, if there was a loan,
20 Mr. Okada would have to step down from the Board and then would have the right to
21 pledge or sell Aruze USA's shares subject to the voting agreement. Again, this was the
22 first mention of such a requirement.

23 100. Fourth, Ms. Sinatra and Mr. Tourek proposed to change the Stockholders
24 Agreement to allow Aruze USA to sell or pledge shares, but subject to a voting trust,
25 which would allow Mr. Wynn to vote the shares, and a right of first refusal for Mr. Wynn
26 to purchase the shares. This proposal was improper. Ms. Sinatra and Mr. Tourek were
27 again advocating for Mr. Wynn, not for Wynn Resorts. This was another breach of duty
28 by Ms. Sinatra to Wynn Resorts and to its largest shareholder, Aruze USA.

1 101. Fifth, Ms. Sinatra and Mr. Tourek stated that Mr. Okada has a fiduciary duty
2 to present to Wynn Resorts any proposed competitive opportunities. Further, they stated
3 that if Mr. Okada has a competing casino business, he should consider stepping down
4 from the Board. This was the first mention of any "competitive" concerns. Mr. Wynn and
5 Wynn Resorts (and, indeed, Ms. Sinatra and Mr. Tourek) had known about Universal's
6 Philippine project for years. Universal had committed hundreds of millions of dollars to
7 pursuing the project. Wynn Resorts and Mr. Wynn had never objected to the Philippine
8 project.

9 102. Sixth, toward the end of the meeting, Ms. Sinatra gave Mr. Okada's counsel
10 a copy of the Articles of Incorporation of Wynn Resorts, with certain provisions
11 highlighted in yellow. The highlighted portions included the redemption provision. That
12 was the first time that redemption was ever obliquely mentioned to Mr. Okada or his
13 counsel.

14 103. Ms. Sinatra then brought her threat into stark reality. She stated that the
15 Compliance Committee would meet on October 31, 2011 (in advance of a November 1
16 Board meeting). She told Mr. Okada that she hoped a "resolution" would be reached
17 before those meetings regarding Mr. Okada's directorship and the voting rights of
18 Aruze USA's stock, so as to avoid presenting this matter to the Compliance Committee
19 and the Board. Ms. Sinatra's intent was clear – Wynn Resorts' compliance procedures
20 were being used to extract a personal benefit for Mr. Wynn.

21 **B. Steve Wynn and Kim Sinatra Try to Intimidate and Threaten Mr.**
22 **Okada, While Hiding Supposed Evidence of Wrongdoing**

23 104. On an October 3, 2011 telephone call, Aruze USA's counsel asked Ms.
24 Sinatra to provide Aruze USA with a copy of the Compliance Committee's investigative
25 report regarding Mr. Okada. Ms. Sinatra replied that she would have to check to see if a
26 copy could be provided; in fact, she did not and has never provided a copy of the
27 investigative report to Aruze USA, Mr. Okada, or their counsel.

28 105. On October 4, 2011, Mr. Wynn and Ms. Sinatra met with Mr. Okada and his

1 counsel. At the meeting, Mr. Wynn stated that of Wynn Resorts' other directors had
2 already decided that Mr. Okada must be removed as Vice Chairman of the Company's
3 Board and as a director of both the Wynn Macau and Wynn Resorts Boards. It apparently
4 did not matter to Mr. Wynn and Ms. Sinatra that in Nevada *only stockholders can remove*
5 *directors*. Based on a false threat, Mr. Wynn demanded Mr. Okada's resignation as a
6 director.

7 106. Mr. Okada's counsel told Mr. Wynn that, in all his years, he had never
8 before experienced a situation where the subject of an investigative report had never been
9 formally questioned or even permitted to respond to the accusations being levied against
10 him. Mr. Okada's counsel once again requested a copy of the investigative report so that
11 he and Mr. Okada's other attorneys could ensure they were advising Mr. Okada properly
12 and that the Wynn Directors could make a decision based on accurate information. Over
13 the course of the remainder of the October 4 meeting, counsel for Mr. Okada asked at least
14 two additional times for a copy of the investigative report. Ms. Sinatra finally replied that
15 Mr. Okada and his counsel could not see a copy of the investigative report because it was
16 "privileged." On information and belief, Ms. Sinatra once again intentionally
17 misrepresented the law (Mr. Okada, as a director of the Company, has a right to see the
18 Company's books and records, including its communications with counsel), in breach of
19 her duties to Wynn Resorts.

20 107. During the October 4, 2011 meeting, Mr. Wynn stated that the purported
21 "grounds" upon which the other directors based their decision to move against Mr. Okada
22 were as follows:

- 23 • That the Philippines were so corrupt that no one could possibly do business
24 in that country without violating the FCPA;
- 25 • That "research" showed Mr. Okada owned land without a Philippines
26 partner, and that this violated Philippines law;
- 27 • That the other directors were "convinced" that Mr. Okada's use of his Wynn
28 Resorts business card in other countries had caused a belief that Wynn

1 Resorts was involved in the Philippine project and that the Company would
2 not be in this position had he instead used his Universal business card;

- 3 • That Mr. Okada had used the Wynn Resorts' building design and other trade
4 secrets without permission; and
5 • That Mr. Okada had associated with persons who had later been indicted in
6 the Philippines on charges unrelated to the Philippine project.

7 108. Mr. Wynn's characterizations of the allegations are telling for several
8 reasons. First, many of these claims were not ultimately used as a basis to redeem
9 Aruze USA's stock. Rather, Wynn Resorts had an ever-changing list of supposed
10 transgressions it claimed against Mr. Okada, strongly suggesting that Mr. Wynn and
11 Wynn Resorts were seeking to find something – anything – to justify a predetermined
12 outcome. Second, many of these claims are demonstrably false – as one example, the
13 acquisition of the land in the Philippines was entirely compliant with Philippine law.

14 109. Mr. Wynn closed the meeting by telling Mr. Okada that if he had any
15 respect for Mr. Wynn and the other members of the Board, he would voluntarily step
16 down from his role as a director and Vice Chairman of Wynn Resorts. At this time, Mr.
17 Okada's counsel explained to Mr. Wynn that Mr. Okada should not be required to respond
18 to his demand for resignation until he had time to further consider it. Mr. Wynn agreed
19 and the meeting was adjourned.

20 110. Around this same time, the Chairman of Universal's Compliance Committee
21 also requested a copy of the investigative report through the Chairman of Wynn Resorts'
22 Compliance Committee. This request has been ignored.

23 **C. A Letter From Steve Wynn's Outside Lawyer Confirms that, While**
24 **Wynn Resorts Had Already Determined the Outcome, a Pretextual**
"Investigation" is Only Just Starting

25 111. On October 13, 2011, Robert L. Shapiro, Esq., an attorney retained by Wynn
26 Resorts, sent a letter to Aruze USA. Without any elaboration, the letter reiterated the
27 same mistaken – and soon to be abandoned – conclusions that Mr. Wynn outlined in the
28 October 4 meeting. Mr. Shapiro also explicitly stated that Universal's Manila Bay project

1 "raises questions" regarding "possible violations of the Foreign Corrupt Practices Act."

2 The letter again demanded Mr. Okada's resignation.

3 112. Curiously, Mr. Shapiro's letter admitted that the Compliance Committee
4 was only then beginning the very investigation that Mr. Wynn and Ms. Sinatra claimed to
5 have already been concluded. They also claimed to have already generated a report. Yet
6 Mr. Shapiro wrote that "The Compliance Committee of Wynn Resorts must fully
7 investigate the foregoing acts and have retained Louis J. Freeh . . . to conduct an
8 independent investigation." On information and belief, as of the date of Mr. Shapiro's
9 letter, Mr. Freeh had not started his investigation.

10 **D. Wynn Resorts Refuses to Allow Mr. Okada and Aruze USA to Review**
11 **Any Supposed "Evidence"**

12 113. On October 24, 2011, Mr. Okada through his counsel made an initial
13 demand for documents regarding the Philippine investigation. Although he was plainly
14 entitled to such documents as a director under Nevada law, Wynn Resorts refused this and
15 numerous subsequent demands for documents. Wynn Resorts aimed to conduct a secret
16 investigation and never allow Mr. Okada or his counsel to scrutinize or respond to the
17 supposed "evidence" against him.

18 **E. The Board Summarily Removes Mr. Okada As Vice-Chairman**

19 114. At the Board's November 1, 2011 meeting, Mr. Miller presented a report of
20 an alleged investigation by the Compliance Committee into Mr. Okada's and Universal's
21 activities in the Philippines. The report disclosed that the Compliance Committee had
22 allegedly conducted one internal and two "independent" investigations into allegations of
23 suitability, conflicts of interest, and possible breaches of fiduciary duties related to
24 acquisition of land for the Philippine project and charitable contributions made by
25 Universal. To date, the contents of these purported investigations have not been presented
26 to Mr. Okada.

27 115. Mr. Miller reported that the Compliance Committee (and not a committee
28 consisting of the independent directors) had retained Freeh Sporkin & Sullivan LLP

1 ("Freeh Sporkin") as a special investigator to conduct an investigation into the allegations
2 against Mr. Okada. The Board – without debate, deliberation, or allowing Mr. Okada a
3 chance to respond – summarily eliminated Mr. Okada's position as Vice-Chairman of
4 Board and ratified the decision to hire Freeh Sporkin.

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

6 116. The vehemence of the actions by Mr. Wynn, Ms. Sinatra, Mr. Miller, and
7 the Board against Mr. Okada is highly suspicious. After all, Mr. Okada had raised
8 concerns about the donation to the University of Macau before Wynn Resorts had raised
9 any type of unsuitability allegations against Mr. Okada and before anyone associated with
10 Wynn Resorts even mentioned the word "redemption" to him. Mr. Okada made several
11 requests for access to Wynn Resorts' books and records for information relating to the
12 donation made by Wynn Resorts to the University of Macau, all of which were denied
13 without a valid basis. In the state court of Nevada, Mr. Okada even filed a petition for a
14 writ of mandamus on January 11, 2012 to compel Wynn Resorts to grant him access to
15 Wynn Resorts' books and records. *Okada v. Wynn Resorts, Ltd.*, case number A-12-
16 65422-B, Department XI (the "Inspection Action"). At a hearing on February 9, 2012, the
17 Court ordered Wynn Resorts to comply with Mr. Okada's reasonable requests.

18 **G. Aruze USA Nominates Directors; But Steve Wynn Refuses to Endorse**
19 **Them Despite His Obligation to Do So**

20 117. To further address the concerns about Wynn Resorts management, on
21 January 18, 2012, pursuant to Section 2(a) of the Stockholders Agreement, Aruze USA
22 submitted a letter to the Nominating and Corporate Governance Committee of the
23 Company designating three individuals as candidates to be considered for nomination as
24 directors of the Company and included in the Company's proxy statement relating to the
25 Company's 2012 annual meeting of the stockholders or any stockholder meeting held for
26 the purpose of electing Class I directors. Despite numerous written requests to Mr. Wynn
27 to endorse the slate of directors nominated by Aruze USA, as required by the Stockholders
28 Agreement, Mr. Wynn refused to do so.

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

118. In early November 2011, counsel for Mr. Okada contacted Freeh Sporkin requesting further information regarding how its investigation would proceed and to request copies of documents, evidence, or reports related to the allegations against Mr. Okada. Mr. Okada requested the documents so that he could address the allegations made against him. Freeh Sporkin declined to provide any materials and instead directed counsel for Mr. Okada to make such requests of Mr. Shapiro. When such requests were made of Mr. Shapiro, they were rejected.

119. While Plaintiffs allege in their Complaint that Mr. Okada “long evaded” his interview (Complaint at 2), the record conclusively contradicts this contention. Freeh Sporkin did not contact Mr. Okada or his counsel about an interview until January 9, 2012, at which time it demanded (not requested) an interview of Mr. Okada during the week of January 30 (*i.e.*, January 30-February 5). On January 15, 2012, four days after Mr. Okada filed his Inspection Action, Freeh Sporkin informed Mr. Okada’s counsel that the “schedule has changed” and pressured Mr. Okada to agree to an interview *before* the week of January 30.

120. On January 19, 2012, Mr. Miller, Chair of Wynn Resorts’ Compliance Committee, wrote directly to Mr. Okada, threatening that if Mr. Okada failed to make himself available for interviews with Freeh Sporkin on January 30 or 31, the Compliance Committee “can only conclude that you have refused participation.” The letter stated that the Compliance Committee originally had a goal of receiving a report by the end of 2011, which was extended to January 15, 2012. In addition to this being the first time anyone shared the Compliance Committee’s purported deadlines with Mr. Okada, these dates are inconsistent with Freeh Sporkin making its initial request to conduct an interview of Mr. Okada that would take place in the first week of February. It proved not to be the first time Mr. Miller was “confused” about the “investigation” that was supposedly operating under his direction.

1 121. Mr. Okada had only recently hired new counsel to assist with the response to
2 the Freeh Sporkin investigation. In order to prepare for the interview, the new counsel
3 requested that the parties seek a mutually convenient date for an interview by February 15,
4 2012. Freeh Sporkin then agreed to schedule the interview on February 15. This
5 undeniable record demolishes any claim that Mr. Okada avoided an interview with Freeh
6 Sporkin, let alone that he “long evaded” an interview.

7 **I. Freeh Sporkin Refuses to Provide Meaningful Information Regarding**
8 **the Investigation to Kazuo Okada**

9 122. While attempting to set a date to schedule the Freeh Sporkin interview,
10 Mr. Okada’s counsel requested that Freeh Sporkin identify the specific matters under
11 review so that Mr. Okada could prepare appropriately for his interview. After all,
12 Mr. Okada is the Chairman of a publicly traded corporation – and cannot be expected to
13 know every operational detail in his organizations. In addition, translations between
14 Japanese and English are notoriously difficult because of subtleties in language.
15 Mr. Okada’s counsel repeatedly requested documents that Freeh Sporkin might use in the
16 interview and topics so Mr. Okada could prepare for the interview and be ready to provide
17 information and documents that could help Freeh Sporkin (and the Board) understand the
18 facts concerning whatever topics and issues it wanted to discuss with Mr. Okada.

19 123. Freeh Sporkin refused to provide anything more than a statement that it was
20 investigating “all matters related to Mr. Okada’s, Universal’s, and Aruze’s activities in the
21 Philippines and Korea.” This was the first time that Korea was even mentioned as the
22 subject of any investigation by the Company. Again – the basis of Aruze USA’s supposed
23 “unsuitability” kept changing.

24 124. Instead of sharing the topics of the interview with Mr. Okada, Mr. Freeh
25 chose to conduct the interview as an ambush, not unlike the hostile interrogation of a
26 suspected criminal, rather than a respectful and cooperative interview seeking information
27 from a director of Wynn Resorts. If he was afforded the opportunity to do so, Mr. Okada
28 could have helped Mr. Freeh and Freeh Sporkin avoid the public embarrassment of a

1 report that is riddled with factual and legal errors.

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

4 125. On February 15, 2012, Mr. Okada sat for a full-day interview with
5 Mr. Freeh and other lawyers for Freeh Sporkin.

6 126. The questions focused mainly on expenses that Mr. Freeh claimed had been
7 paid by Universal for lodging and meals at Wynn Resorts properties on behalf of persons
8 Mr. Freeh identified as foreign officials. This was a subject that had never been
9 mentioned in the months before when Ms. Sinatra asserted that an investigation had
10 already been conducted by the Company, or when Mr. Wynn or Mr. Shapiro, in a
11 subsequent letter, listed the supposed bases for the directors taking action to eliminate Mr.
12 Okada's position as Vice Chairman. Other than allegations regarding such purported
13 expenses, Mr. Freeh also asked questions about Universal's compliance with Philippine
14 landownership requirements, which had been handled for Universal by one of the
15 Philippines' leading law firms.

16 127. The interview went well into the evening, hours past the time originally
17 estimated by Mr. Freeh. At the end of the interview, Mr. Okada stated that he would look
18 into the matters raised during the interview, and that he would be willing to report back
19 with detailed information once it could be assembled.

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

21 128. At a press conference following the redemption of Aruze USA's stock,
22 Mr. Miller made a number of statements that will prove to be false. One stood out in
23 particular. Mr. Miller said:

24 Following the interview, [Mr. Freeh] informed Mr. Okada that
25 he would be finalizing the report on Friday, February 17, and
26 offered [Mr. Okada] an opportunity to present any exculpatory
27 evidence prior to that time frame. [Mr. Freeh] determined that
no additional exculpatory evidence was presented, and thus a
final report was presented.

28 129. Similarly, the Wynn Resorts Complaint states that "Freeh announced that he

1 would report his findings to the Board of Directors on February 18, 2012." (Compl. at ¶
2 43.)

3 130. Neither statement is true. Mr. Freeh said nothing regarding the date of the
4 completion of his report at the interview, and, in fact, said at the February 15, 2012
5 interview of Mr. Okada that his investigation was not complete and that his report was not
6 complete.

7 131. On February 16, 2012, Mr. Okada's counsel emailed Mr. Freeh stating:

8 Louis:

9 I hope you had a good trip back to the US. Following your
10 interview of Mr. Okada, we understand that you will be
11 drafting a report for submission to the Wynn Resorts
12 Compliance Committee. I am writing to request an
13 opportunity for Mr. Okada and Universal Entertainment to
14 submit additional material for your consideration, prior to the
15 submission of your report. Please let me know as soon as you
16 are able if you will allow us to do.

13 132. In response, on February 17, 2012, Mr. Freeh offered two options to Mr.
14 Okada's counsel:

15 Joel Friedman called you about 900a today (PT) and left a
16 message for you to call a well as an email.

17 I can suggest two possibilities in response to your letter:

18 First, that you provide me as soon as possible, and no later
19 than 600p PacT today, with a proffer of what Mr Okada and
20 Universal wish to submit for additional consideration. Your
21 very able firm has represented Mr. Okada now for several
22 weeks and you know the principal areas of our investigation
23 based on Wednesday's interview. So I would expect you can
24 make such a proffer.

25 *Secondly, Mr Okada will have the opportunity to respond to*
26 *my report after he receives a copy, along with the other Wynn*
27 *Resorts' directors. I will certainly consider and evaluate*
28 *whatever information may be provided.*

...

25 I also note that Mr. Okada's litigation against Wynn Resorts
26 has now predicated an SEC inquiry and no doubt drawn the
27 proper attention of other regulatory agencies. Consequently,
28 the Compliance Committee has given me instructions to
conclude my report with all deliberate speed.

...

1 Anyway, I have a great deal of respect for you and believe the
2 above alternatives allow for a fair resolution at this stage.

3 Best regards,

4 Louie

5 (emphasis added.)

6 133. Given the timing, Mr. Okada elected to respond to the Freeh Sporkin report
7 once he was able to see it, responding through his counsel:

8 Louis:

9 Thanks for your response. I am still traveling in Asia, and did
10 not have a chance to review Joel's message or contact him. I
11 appreciate your willingness to review any supplemental
12 information that we provide and to consider it in your
13 findings. *Under the circumstances, and in particular the tight
14 time framework, I think it makes the most sense for Mr.
15 Okada, UE, Aruze USA, and our Firm to review your report
16 and to use it to focus our efforts in providing you additional
17 information.* So, we accept the second of the two proposals in
18 your letter, and would expect that the opportunity to respond
19 will include an opportunity for our law firm to work with Mr.
20 Okada, UE, and Aruze USA in order to be able to respond in a
21 complete and helpful fashion. Thanks very much.

22 (emphasis added.)

23 134. Mr. Freeh responded "Thanks Tom and safe travels."

24 135. Curiously, about an hour and half later (now late in the day on Friday,
25 February 17), Mr. Freeh sent a second response, stating:

26 Just to confirm, I will now deliver my report to the
27 Compliance Committee having completed my investigation
28 regarding the matters under inquiry. It is my understanding
that the Compliance Committee will thereafter provide all of
the Directors, including Mr. Okada, with a copy of the report.
As we both stated, Mr. Okada can then submit any responses
to the report which will be considered and evaluated.
However, the report I am submitting is not a 'draft' subject to
being finalized after Mr. Okada provides any response. Rather
this is akin to a final brief being submitted with the
opportunity for a response to be made.

1 Please let me know if you have any questions.

2 Best regards

3 Louie

4 136. Perhaps unbeknownst to Mr. Freeh, this statement would prove to be
5 misleading. As it turned out, Wynn Resorts would refuse to give Mr. Okada a copy of the
6 Freeh Sporkin report and then purported to redeem Aruze USA's stock (at a nearly \$1
7 billion discount) *on the day the other Wynn Directors received the report*, without giving
8 Mr. Okada any reasonable opportunity to respond.

9 137. In addition, Mr. Freeh's statement that he was preparing a "final brief" is
10 very telling about how Mr. Freeh viewed his role in the process. Mr. Freeh was not
11 preparing an objective report of the facts by an "independent" investigator – he was
12 providing the Board with an argumentative document as an *advocate* against Mr. Okada.
13 But even so, Mr. Freeh clearly contemplated that Mr. Okada would and should have the
14 opportunity for a response. Nevertheless, spurred on by Mr. Wynn, the Board ignored Mr.
15 Freeh's promise of an opportunity to respond to the report (and the express statements in
16 Mr. Freeh's report that further investigation would be needed on certain topics), and
17 instead acted rashly to redeem Aruze USA's stock on an incomplete factual record and a
18 faulty understanding of governing legal principles (including, for example, the application
19 of the FCPA to the facts, as well as Wynn Resorts' (lack of) contractual rights to attempt
20 to redeem Aruze USA's stock).

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

22 138. On February 15, 2012, scant hours after the completion of Mr. Freeh's
23 interview of Mr. Okada, Wynn Resorts noticed a special meeting of its Board. The
24 meeting was set for Saturday, February 18, 2012, at 9:00 a.m. in Las Vegas – which is
25 2:00 a.m. Sunday morning in Japan. Although the notice for the Board meeting went out
26 immediately following the conclusion of the interview of Mr. Okada, and was scheduled
27 to occur a mere three days after the interview, Mr. Wynn and Ms. Sinatra included on the
28 agenda a review of the Freeh Sporkin report.

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

139. Following the interview, Mr. Wynn communicated to Aruze USA through intermediaries that, instead of having the Board consider the Freeh Sporkin report, Mr. Wynn would be willing to buy Aruze USA's stock for his benefit at a significant discount. A sale to Mr. Wynn was presented as an alternative to the embarrassment and regulatory issues attendant to possible disclosure of the Freeh Sporkin report.

IV. WYNN RESORTS' UNFOUNDED AND UNPRECEDENTED REDEMPTION OF MORE THAN \$2.7 BILLION OF ARUZE USA'S SHARES

A. The Board Hurriedly Meets and Rushes to Redeem Aruze USA's Stock

140. On February 17, 2012, Mr. Okada's counsel contacted Wynn Resorts' representatives to express Mr. Okada's concerns with the substantive and procedural process for the Company's investigation, and stated that any discussion of unsuitability or redemption, including any discussion involving the Freeh Sporkin report at the February 18 Board meeting, would be premature.

141. Rather than addressing the substantive and procedural issues raised by Mr. Okada and his counsel, Wynn Resorts responded briefly, informing Mr. Okada's counsel that additional accommodations would not be made to facilitate translation to enable Mr. Okada's participation by teleconference. The Company also informed Mr. Okada's counsel that, despite the seriousness of the accusations against him, Mr. Okada was not permitted to have counsel present for the Board call.

142. When it came time for the meeting, at 2:00 a.m. on Sunday morning, Mr. Okada sat ready to participate by telephone. Mr. Wynn yelled at Mr. Okada's counsel when he introduced himself. Mr. Wynn also said that Mr. Okada's counsel could not be present to advise Mr. Okada even though counsel made clear that he would not address the meeting. (At the threat of having Mr. Okada's telephone connection to the meeting severed, Mr. Okada's counsel had to sit outside the room while the meeting went on,

1 despite Wynn Resorts having a battery of lawyers from multiple law firms present on its
2 end of the line.) Mr. Wynn and a company lawyer informed Mr. Okada that – despite
3 prior assurances that Mr. Okada would receive a copy of the Freeh Sporkin report along
4 with the other directors – he would not receive a copy of the report unless both he and his
5 legal counsel signed a nondisclosure agreement. The nondisclosure agreement would
6 have arguably precluded Mr. Okada from using the report in legal proceedings. Mr.
7 Okada did not sign the nondisclosure agreement.

8 143. As alleged in detail below, a few hours after demanding that Mr. Okada sign
9 the nondisclosure agreement claiming confidentiality, Wynn Resorts would leak a copy of
10 the Freeh Sporkin report to the *Wall Street Journal* and would itself attach a copy to its
11 Complaint in this action.

12 144. There were numerous translation problems during the Board meeting. Mr.
13 Wynn provided a translator who was woefully unable to perform an accurate simultaneous
14 translation. Mr. Okada requested that the translation be provided sequentially (with each
15 speaker and the translator speaking in turn) rather than simultaneously (with the translator
16 speaking at the same time as the speaker at the meeting), but this request was denied. As a
17 result, Mr. Okada could not follow or participate in the proceedings.

18 145. In this way, Mr. Okada sat and listened while Mr. Freeh made a presentation
19 in English that Mr. Okada could not understand. After Mr. Freeh completed his
20 presentation, the Board asked if Mr. Okada had any questions. Mr. Okada stated that he
21 could not understand the presentation, and that he would be able to address the claims of
22 the report only after receiving a copy and discussing with counsel. Mr. Okada also asked
23 the Board to delay making any resolutions until he could respond to the Freeh Sporkin
24 report.

25 146. At some point, someone at Wynn Resorts hung up the telephone, cutting Mr.
26 Okada off from the meeting. Mr. Okada waited to be reconnected, staying up until the sun
27 rose in Asia, all the while not knowing whether the Board had resolved anything following
28 the presentation by Mr. Freeh. Ms. Sinatra later claimed that cutting off the telephone

1 connection to Mr. Okada was a "misunderstanding." No other contact was made with Mr.
2 Okada.

3 147. At 4:45 am ET on February 19, 2012, Aruze USA's counsel received
4 correspondence, containing a notice of determination of unsuitability and a purported
5 redemption notice. In the redemption notice, the Company stated that it would redeem
6 Aruze USA's stock for a note of approximately \$1.936 billion, a discount of exactly 30%
7 off the value measured by the stock market's valuation of the stock based on the prior
8 day's closing price.

9 148. Although Wynn Resorts had claimed the Frech Sporkin report was
10 confidential and tried to extract a signature from both Mr. Okada and his legal counsel in
11 order to see the report prior to redemption, a copy of the report was leaked to the *Wall*
12 *Street Journal* in the early morning Eastern Time of February 19, 2012. Almost
13 immediately, reports appeared on the *Wall Street Journal* website regarding the contents
14 of the report.

15 149. In addition, at 2:14 a.m. PT on February 19, 2012, Wynn Resorts
16 electronically filed a complaint attaching the supposedly confidential Frech Sporkin report
17 (without exhibits).

18 150. Despite repeated requests to Ms. Sinatra and Mr. Shapiro, Mr. Okada's
19 counsel only obtained a copy of the "confidential" report when it sent a messenger to court
20 on February 21, 2012, the first court day following the weekend Board meeting. Wynn
21 Resorts continues to refuse to provide the Frech Sporkin report's exhibits to Mr. Okada or
22 Aruze USA.

23 **B. Aruze USA Disputes That Redemption Has Occurred**

24 151. In public statements, representatives of Wynn Resorts have claimed
25 redemption is complete and that the securities formerly held by Aruze USA have been
26 cancelled. Aruze USA disputes that this has happened. Among other reasons, as
27 explained elsewhere in this Counterclaim, the purported redemption is void *ab initio*.
28

1 **C. The Board Redeems on False Premises**

2 152. Even if Aruze USA were bound by the Redemption Provision (which Aruze
3 USA disputes), the Articles of Incorporation only purport to allow redemption in three
4 situations.

5 153. First, according to the Articles of Incorporation, Wynn can redeem when it
6 "is determined by a Gaming Authority to be unsuitable to Own or Control any Securities
7 or unsuitable to be connected or affiliated with a Person engaged in Gaming Activities in a
8 Gaming Jurisdiction." This has not occurred. In fact, Aruze USA has been found to be
9 "suitable" by the Nevada gaming authorities.

10 154. Second, according to the Articles of Incorporation, Wynn can redeem when
11 a person "causes the Corporation or any Affiliated Company to lose or to be threatened
12 with the loss of any Gaming License." This has not occurred.

13 155. Third, Wynn Resorts' Articles of Incorporation profess that the Company
14 can redeem where a person "in the sole discretion of the board of directors of the
15 Corporation, is deemed likely to jeopardize the Corporation's or any Affiliated
16 Company's [a] application for, [b] receipt of approval for, [c] right to the use of, or [d]
17 entitlement to, any Gaming License." Subsections [a] and [b] do not apply because, on
18 information and belief, Wynn Resorts has no present plan to apply for a license and is not
19 awaiting approval of any pending application. So, even under the standards of the Articles
20 of Incorporation, Wynn Resorts could only seek redemption upon a showing that Aruze
21 USA's stock ownership is "likely to jeopardize" Wynn Resorts' "right to the use of, or
22 entitlement to" its existing gaming licenses.

23 156. No such showing was made in the rushed Freeh Sporkin report. In fact, in
24 the gaming industry, any impact on the right to use or entitlement to a gaming license
25 requires action by the cognizant gaming authority. No gaming authority has found
26 Aruze USA, Universal, or Mr. Okada to be "unsuitable." Furthermore, association with
27 an "unsuitable" person would only conceivably create a problem for a gaming license *after*
28 that person has been found to by a gaming authority to be unsuitable. Even then, such

1 concerns can be addressed via a voting trust or orderly sale of shares. If Wynn Resorts'
2 true aim was to disassociate itself from Aruze USA in order to protect its interests, it failed
3 miserably. Even if the redemption were effective, Aruze USA would now be Wynn
4 Resorts' largest holder of debt – a circumstance which would be impermissible under
5 Nevada law if Aruze USA were truly "unsuitable." Under the circumstances, it is obvious
6 that the supposed redemption of Aruze USA's shares was simply a pretext to seek to quiet
7 a potential dissident shareholder and director, increase the relative ownership interests of
8 the Board members by virtue of their shareholdings in Wynn Resorts, and to enhance and
9 maintain Mr. Wynn's personal control over Wynn Resorts.

10 **D. Even if Aruze USA Was Subject to the Redemption Provision (Which it**
11 **is Not), the Unilateral Blanket 30% Discount that Wynn Resorts**
12 **Applied to the Stock is Erroneous**

13 157. According to a press release dated February 19, 2012, Wynn Resorts issued
14 a note in the amount of \$1.936 billion to Aruze USA. This amount is exactly 30% less
15 than the market value of Aruze USA's stock as measured by the closing price of Wynn
16 Resorts' stock on the Friday prior to the Saturday Board meeting. According to its press
17 release, Wynn Resorts arrived at this value because "it engaged an independent financial
18 advisor to assist in the fair value calculation and concluded that a discount to the current
19 trading price was appropriate because of restrictions on most of the shares which are
20 subject to the terms of an existing stockholder agreement." The irony here is rich, because
21 the Stockholders Agreement, by its terms, either precludes the redemption of Aruze
22 USA's stock altogether or, alternately, the transfer restrictions are not binding on Aruze
23 USA to the extent that they constitute an illegal restraint on alienability, and thus could
24 not legitimately impact the value of Aruze USA's shares so as to support a discount
25 against the market price.

26 158. Nevertheless, hoping to unilaterally decide on a "clearance" price for
27 Aruze USA's almost 20% shareholder interest in the Company, Wynn Resorts relied
28 solely on one opinion from Moelis & Company ("Moelis"), *which has done business with*
Wynn Resorts in the past.

1 159. Mr. Wynn and Kenneth Moelis ("Mr. Moelis") – the founder of Moelis – go
2 way back. Mr. Moelis first worked with Mr. Wynn when Mr. Moelis worked at the
3 investment banking firm of Drexel Burnham Lambert ("Drexel"). At Drexel, Mr. Moelis
4 was the banker who helped Mr. Wynn finance his Golden Nugget Casino in Atlantic City
5 and Mirage Casino in Las Vegas. On information and belief, Mr. Wynn has a close
6 personal and professional relationship with Mr. Moelis. According to press reports, Mr.
7 Moelis has stated that he would take the first flight out of LAX to rush to the assistance of
8 Mr. Wynn. Mr. Wynn reciprocates Mr. Moelis' loyalty and support. Mr. Wynn engaged
9 Mr. Moelis to serve as the lead underwriter of Wynn Resorts' \$210 million common stock
10 offering in March 2009.

11 160. Mr. Wynn called on Mr. Moelis' loyalty in this case. Despite the fact that at
12 least some of the stock was exempted from the Stockholders Agreement, Moelis
13 discounted Aruze USA's more than \$2.7 billion shares of Wynn Resorts stock by a round
14 30%.

15 **E. The Timing of the Redemption Suggests Wynn Resorts Traded on**
16 **Inside Information**

17 161. On March 2, 2012, Wynn Resorts released two Form 8-Ks.

18 162. The first Form 8-K purported to disclose positive news regarding Wynn
19 Resorts' efforts in Macau to receive certain land concessions related to Cotai:

20 As previously disclosed . . . Wynn Macau, Limited ("WML"),
21 an indirect subsidiary of the Registrant with ordinary shares of
22 its common stock listed on The Stock Exchange of Hong
23 Kong Limited, announced that Palo Real Estate Company
24 Limited ("Palo") and Wynn Resorts (Macau) S.A. ("Wynn
25 Macau"), each an indirect subsidiary of the Registrant,
26 formally accepted the terms and conditions of a land
27 concession contract (the "Land Concession Contract") from
28 the government (the "Macau Government") of the Macau
 Special Administrative Region of the People's Republic of
 China ("Macau") in respect of approximately 51 acres of land
 in the Cotai area of Macau (the "Cotai Land"). The Land
 Concession Contract permits Palo and Wynn Macau to
 develop a resort containing a five-star hotel, gaming areas,
 retail, entertainment, food and beverage, spa and convention
 offerings on the Cotai Land.

1 The Land Concession Contract was published in the official
2 gazette of Macau (the "Gazette") on January [-] 2012.
3 Effective from such publication date, Palo will lease the Cotai
4 Land from the Macau Government for an initial term of 25
5 years with the right to renew the Land Concession Contract
6 for additional successive periods, subject to applicable
7 legislation. The Land Concession Contract also requires that
8 Wynn Macau, as a gaming concessionaire, operate and
9 manage gaming operations on the Cotai Land. In addition, as
10 previously disclosed in the Registrant's filings with the
11 Commission, on August 1, 2008, Palo and certain affiliates of
12 the Registrant entered into an agreement (the "Agreement")
13 with an unrelated third party to make a one-time payment in
14 the amount of US \$50 million in consideration of the latter's
15 relinquishment of certain rights in and to any future
16 development on the Cotai Land. The Agreement provides that
17 such payment be made within 15 days after the publication of
18 the Land Concession Contract in the Gazette.

19 The foregoing description of the Land Concession Contract is
20 qualified in its entirety by reference to the full English
21 translation of the Land Concession Contract (originally
22 published in the Gazette in traditional Chinese and
23 Portuguese), which is filed as Exhibit 10.1 hereto and
24 incorporated herein by reference. Dollar amounts in the Land
25 Concession Contract refer to Macau Patacas.

26 163. If true, such a land concession would be a significant positive development
27 for Wynn Resorts. In fact, Wynn Resorts' stock immediately spiked 6% on this news.
28 Shortly, thereafter, Wynn Resorts issued a corrective Form 8-K:

On March 2, 2012, a Current Report regarding the gazetting of
the Cotai Land Concession Contract on Form 8-K (the "Land
Concession 8-K") was filed by mistake by the Company's
agent. The filing was not authorized by the Company. The
Cotai Land Concession Contract has not been gazetted. The
purpose of this filing is to retract the Land Concession 8-K in
its entirety.

164. Wynn Resorts blamed a clerical error at its outside law firm for the
accidental filing of the detailed Form 8-K. To the extent any positive developments in
Macau (or elsewhere in Wynn Resorts operational sphere) was imminent and known, and
to the extent redemption happened, Wynn Resorts and its directors traded on inside
information when it allegedly purchased Aruze USA's stock.

CLAIMS FOR RELIEF

COUNT I

Declaratory Relief

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

165. Aruze USA and Universal reassert and reallege Paragraphs 4 through 164 above as if set forth in full below.

166. Aruze USA and Universal seek a judicial declaration that the purported redemption of Aruze USA's shares is void *ab initio*, and that Aruze USA is the owner of 24,549,222 shares or 19.66% of the total outstanding common stock of Wynn Resorts, with all rights and privileges appurtenant thereto (including, but not limited to, payment of dividends and voting rights). This declaration is appropriate because, as alleged above: (1) the redemption provision in the Articles of Incorporation is inapplicable to the Wynn Resorts stock owned by Aruze USA because Aruze USA entered into the Contribution Agreement, which prevented any further restrictions without agreement of the parties, before the enactment of the redemption provision, and Wynn Directors' acts were *ultra vires*; (2) the redemption provision in the Articles of Incorporation is inconsistent with Nevada law and public policy, and thus void; (3) the Stockholders Agreement bars redemption of the Wynn Resorts stock owned by Aruze USA; (4) the Board lacked a sufficient basis for a finding of "unsuitability" or for redemption; and/or, (5) the redemption provision as written and as applied is unconscionable.

167. In addition or alternatively, Aruze USA and Universal seek a judicial declaration that the redemption provision in Wynn Resorts' Articles of Incorporation is invalid as a matter of law because it is impermissibly vague, contrary to law and public policy, and/or unconscionable. This declaration is appropriate because, among other things, Nevada gaming regulators are given the authority under the laws of Nevada to make determinations regarding "suitability." The redemption provision in Wynn Resorts' Articles of Incorporation purportedly relied on here by the Wynn Directors improperly

1 and illegally usurps that authority. Furthermore, if and when Nevada gaming regulators
2 were to make such a determination, redemption that simply replaces equity with debt is
3 ineffective to effect a disassociation; it, therefore, would not comply with Nevada law.

4 168. In addition or alternatively, Aruze USA and Universal seek a judicial
5 declaration that the Board resolution finding Aruze USA, Universal, and Mr. Okada
6 "unsuitable" was procedurally and/or substantively defective and contrary to the Articles
7 of Incorporation and/or Nevada law. As alleged in detail above, this declaration is
8 appropriate because the Wynn Directors' finding that there was a likely jeopardy to Wynn
9 Resorts' gaming licenses lacked a sound foundation and was made without a thorough and
10 complete review of relevant law, facts, and evidence.

11 169. In addition or alternatively, Aruze USA and Universal seek a judicial
12 declaration that the Board resolution to redeem Aruze USA's shares was procedurally
13 and/or substantively defective, and contrary to law and public policy. As alleged in detail
14 above, this declaration is appropriate because (1) the Stockholders Agreement bars
15 redemption of the Wynn Resorts stock owned by Aruze USA; (2) the redemption
16 provision in the Articles of Incorporation is inapplicable to the Wynn Resorts stock owned
17 by Aruze USA because Aruze USA entered into the Contribution Agreement, which
18 prevented any further restrictions without agreement of the parties, before the enactment
19 of the redemption provision, and Wynn Directors' acts were *ultra vires*; (3) the Board
20 lacked a sufficient basis for a finding of "unsuitability" or redemption and made its
21 findings without a thorough and complete review of relevant law, facts, and evidence; (4)
22 the redemption provision in the Articles of Incorporation is inconsistent with Nevada law
23 and public policy, and thus void; and, (5) the redemption provision, as written and as
24 applied, is unconscionable.

25 170. Alternatively, to the extent that redemption is not otherwise barred, Aruze
26 USA and Universal seek a judicial declaration that the form and amount of compensation
27 paid for Aruze USA's shares was improper and/or inadequate and that Aruze USA is
28 entitled to cash in an amount equivalent to at least the closing price of the stock on

1 February 17, 2012. As alleged in detail above, this declaration is appropriate because
2 simply converting Wynn Resorts' largest shareholder to Wynn Resorts' largest creditor
3 serves no valid legal purpose. Furthermore, the valuation by Moelis was not objective,
4 independent, or the product of sound financial analysis, and, among other things, did not
5 consider material non-public information available to Wynn Resorts that would militate in
6 favor of a higher valuation, did not account for the premium that would be applied to such
7 a large block of shares, and did not consider the extent to which transfer restrictions were
8 not valid as to Aruze USA.

9 171. Aruze USA and Universal bring this claim within the relevant statute of
10 limitations under Nevada law, having discovered facts giving rise to this claim, including
11 injury arising from the purported redemption of Aruze USA's shares of Wynn Resorts'
12 stock, on or about February 18, 2012. Despite having exercised reasonable diligence,
13 Aruze USA and Universal did not and could not reasonably have discovered earlier the
14 facts giving rise to this claim.

15 172. An actual justifiable controversy has now arisen between the parties whose
16 interests are adverse, and the dispute is ripe for adjudication. Wynn Resorts acted
17 unlawfully when it purported to "redeem" Aruze USA's equity interest in Wynn Resorts.

18 173. It has been necessary for Aruze USA and Universal to retain the services of
19 attorneys to prosecute this action, and Aruze USA and Universal are entitled to an award
20 of the reasonable value of said services performed and to be performed in a sum to be
21 determined.

22 COUNT II

23 **Permanent Prohibitory Injunction**

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

25 174. Aruze USA reasserts and realleges Paragraphs 4 through 164 above as if set
26 forth in full below.

27 175. Aruze USA seeks a permanent injunction enjoining and restraining Wynn
28

1 Resorts and the Wynn Directors, their agents, servants, employees, attorneys, and all those
2 acting in concert or in active participation with Wynn Resorts, from enforcing a
3 redemption notice upon Aruze USA, and from engaging in any efforts to redeem Aruze
4 USA's equity holdings in Wynn Resorts, including but not limited to making any demands
5 that Aruze USA surrender its Wynn Resorts stock, instructing any transfer agent for Wynn
6 Resorts stock to effect any transfer or cancellation of Aruze USA's Wynn Resorts stock,
7 and/or making any other changes to Wynn Resorts' stock ledger regarding Aruze USA's
8 stock.

9 176. For the reasons alleged above, the purported redemption is invalid as a
10 matter of law and violated applicable contracts, and/or depends on provisions of contracts
11 that are unenforceable as a matter of law. Even if there were a potentially valid legal
12 mechanism to redeem Aruze USA's stock, which there is not, redemption would be
13 inappropriate in this case because the Board lacked sufficient basis to find Aruze USA or
14 any of its affiliates or employees "unsuitable."

15 177. Harm will result if relief is not granted because Aruze USA's interest in
16 Wynn Resorts is not fungible and Aruze USA's status as the largest shareholder in Wynn
17 Resorts cannot be fully remedied through damages.

18 178. Injunctive relief poses no appreciable risk of undue prejudice to Wynn
19 Resorts and the Wynn Directors.

20 179. Aruze USA brings this claim within the relevant statute of limitations under
21 Nevada law, having discovered facts giving rise to this claim, including injury arising
22 from the purported redemption of Aruze USA's shares of Wynn Resorts' stock, on or
23 about February 18, 2012. Despite having exercised reasonable diligence, Aruze USA did
24 not and could not reasonably have discovered earlier the facts giving rise to this claim.

25 180. It has been necessary for Aruze USA to retain the services of attorneys to
26 prosecute this action, and Aruze USA is entitled to an award of the reasonable value of
27 said services performed and to be performed in a sum to be determined.

28

EXHIBIT C

Bloomberg

Wynn Macau Fined for Releasing Customer Data in Fight With Okada

By Bloomberg News - Mar 27, 2013

Wynn Macau Ltd., the Asian unit of billionaire Steve Wynn's Las Vegas-based Wynn Resorts Ltd. (WYNN), was fined 20,000 patacas (\$2,500) by Macau's privacy office for unauthorized transfers of customer information to its parent.

A company identified as B shared personal data of its hotel guests without their consent with its parent in 2011, Macau's Office for Personal Data Protection said on its website. The company is Wynn Macau, Will Wong, a press officer at the Macau Government Information Bureau, said in an e-mail today. Katharine Liu, a spokeswoman for Wynn Macau, declined to comment on the fine.

The information was used in an investigation into whether an executive at the parent company broke anti-bribery laws in the country where it's registered, the Macau privacy office said. The data included customer relationships and entertainment expenses, and involved officials from another country, the office said. The data transfer violated Macau's Personal Data Protection Act, it said.

The fine comes amid a legal battle between Wynn Resorts and Kazuo Okada, its former vice-chairman and co-founder. The casino operator has accused Okada of extending gifts and cash to Asian casino regulators in violation of the U.S. Foreign Corrupt Practices Act, an allegation the 70-year-old billionaire denied.

Wynn Resorts has accused Okada of making improper payments to officials in the Philippines, calling him unsuitable as a controlling shareholder and forcibly redeeming a 20 percent stake that he held in the casino operator. Okada is challenging the forced sale, which took place at a discount.

Okada, chairman of Tokyo-based pachinko-machine maker Universal Entertainment Corp. (6425), helped Steve Wynn finance the casino operator that went public in October 2002 and was its largest individual shareholder until last February.

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To contact the editor responsible for this story: Anjali Cordeiro at acordeiro2@bloomberg.net

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EXHIBIT D



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Macau Watchdog Fines Wynn For Customer Data Transfers

By Allison Grande

Law360, New York (March 27, 2013, 5:33 PM ET) -- Macau's privacy regulator said Tuesday it had fined the Asian unit of casino empire Wynn Resorts Ltd. \$2,500 for failing to obtain hotel guests' consent before sharing their personal data with its parent company, as part of the resort's probe into a former director's potential Foreign Corrupt Practices Act violations.

The Office of Personal Data Protection said it decided to impose the penalty of 20,000 patcas after concluding Wynn Macau Ltd. had violated the region's Personal Data Protection Act by sending personal information about its hotel guests to its Las Vegas-based parent without customers' consent.

The data — customer identities and records regarding their shopping and entertainment — was used to supplement an investigation into whether former Wynn Macau Ltd. director Kazuo Okada had broken anti-bribery laws through his dealings with foreign gaming officials, according to the regulator.

Wynn Resorts has accused Okada, who resigned from the company's board a day before a February shareholder vote on his ouster, of bribing gaming regulators in the Philippines to further his own development of a casino there.

The claims were supported by an independent report prepared by former FBI Director Louis Freeh and submitted to Wynn Resorts in February 2012 that allegedly revealed a "pattern of misconduct" and detailed bribes by Okada, according to the company. The report also brought to light the unauthorized data transfers made by Wynn Macau to its parent company, the regulator said.

Okada countered with his own FCPA allegations against Wynn resorts, claiming the company's 2011 expansion in Macau involved questionable dealings including \$135 million paid to the University of Macau Development Foundation, an expense the board had been asked to rubber-stamp.

A representative for Wynn Resorts did not immediately respond to a request for comment Wednesday.

The data protection regulator's news about its penalty against Wynn Resorts came as part of a broader announcement about its work during the past year.

Besides the Wynn Resorts fine, the regulator said that it has concluded an investigation, first revealed in August, into allegations that an Asian subsidiary of Las Vegas Sands Corp. illegally transferred data to the U.S. as part of a long-running wrongful termination lawsuit brought by Steven Jacobs, Sands China Ltd.'s former CEO. Jacobs tied the Macau operations to Chinese organized crime and suggested that the company tolerated prostitution at Macau

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4 LVS00267245-LVS00267257; LVS00267287.

5 **REQUEST FOR PRODUCTION NO. 9:**

6 Please identify and produce all documents that reflect work Robert G. Goldstein
7 performed for or on behalf of Sands China, during the time period of January 1, 2009, to October
8 20, 2010, including global gaming and/or international player development efforts, such as active
9 recruitment of VIP players to share between and among LVSC and Sands China properties,
10 details concerning trips with Larry Chu into China to recruit new VIP players, dinners and/or
11 meetings with Cheung Chi Tai, Charles Heung Wah Keung, and/or other VIP promoters, players
12 funding, the transfer of players funds, and the use of Venetian Marketing Services Limited
13 ("VMSL") and/or other entities to secure players and facilitate money transfers.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

15 LVSC incorporates the Preliminary Statement and each of the General Objections as
16 though fully set forth herein.

17 LVSC also objects to this request to the extent it calls for the disclosure of information
18 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
19 and any other privileges by statute, common law, or otherwise.

20 Subject to and without waiver of the foregoing objections (including the Preliminary
21 Statement and General Objections), please refer to the documents produced by LVSC Bates
22 labeled as: LVS00231092-LVS00231097; LVS00231103-LVS00231104; LVS00231187;
23 LVS00231188; LVS00231189; LVS00231190; LVS00231191; LVS00231192; LVS00231193;
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17 LVS00267367; LVS00267368-LVS00267369.

18 **REQUEST FOR PRODUCTION NO. 10:**

19 Please identify and produce all agreements for shared services between and among
20 LVSC and Sands China or any of its subsidiaries, including, but not limited to, (1) procurement
21 services agreements; (2) agreements for the sharing of private jets owned or made available by
22 LVSC; and (3) trademark license agreements, during the time period of January 1, 2009, to
23 October 20, 2010.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

25 LVSC incorporates the Preliminary Statement and each of the General Objections as
26 though fully set forth herein.

27 LVSC also objects to this request to the extent it calls for the disclosure of information
28 protected from disclosure under the attorney-client privilege, the attorney work-product privilege

1 and any other privileges by statute, common law, or otherwise.

2 Subject to and without waiver of the foregoing objections (including the Preliminary
3 Statement and General Objections), please refer to the documents produced by LVSC Bates
4 labeled as: LVS00231031-LVS00231091; LVS00231188; LVS00232022-LVS00232023;
5 LVS00232350; LVS00232788; LVS00232795; LVS00234846-LVS00234849; LVS00234891-
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2 LVS00266304; LVS00266555-LVS00266692; LVS00267240; LVS00267279.

3 **REQUEST FOR PRODUCTION NO. 11:**

4 Please identify and produce all documents, memoranda, emails, and/or other
5 correspondence that reflect services performed by LVSC (including LVSC's executives and/or
6 employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or
7 concerning site design and development oversight of Parcels 5 and 6, during the time period of
8 January 1, 2009, to October 20, 2010.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

10 LVSC incorporates the Preliminary Statement and each of the General Objections as
11 though fully set forth herein.

12 LVSC also objects to this request to the extent it calls for the disclosure of information
13 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
14 and any other privileges by statute, common law, or otherwise.

15 Subject to and without waiver of the foregoing objections (including the Preliminary
16 Statement and General Objections), please refer to the documents produced by LVSC Bates
17 labeled as: LVS00232828; LVS00232933-LVS00232934; LVS00233017; LVS00233039-
18 LVS00233045; LVS00233097; LVS00233201-LVS00233207; LVS00233285-LVS00233289;
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LVS00266305; LVS00266306; LVS00267196; LVS00267271; LVS00267272-LVS00267273;
LVS00267274-LVS00267276; LVS00267357.

REQUEST FOR PRODUCTION NO. 12:

Please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or concerning recruitment and interviewing of potential Sands China executives, during the time period of January 1, 2009, to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

LVSC incorporates the Preliminary Statement and each of the General Objections as

1 though fully set forth herein.

2 LVSC also objects to this request to the extent it calls for the disclosure of information
3 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
4 and any other privileges by statute, common law, or otherwise.

5 Subject to and without waiver of the foregoing objections (including the Preliminary
6 Statement and General Objections), please refer to the documents produced by LVSC Bates
7 labeled as: LVS00231031-LVS00231091; LVS00231111; LVS00231115-LVS00231127;
8 LVS00231173; LVS00231183-LVS00231184; LVS00231197-LVS00231198; LVS00231199-
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1 LVS00235345; LVS00235346-LVS00235351; LVS00235365-LVS00235367; LVS00235368-
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15 **REQUEST FOR PRODUCTION NO. 13:**

16 Please identify and produce all documents, memoranda, emails, and/or other
17 correspondence that reflect services performed by LVSC (including LVSC's executives and/or
18 employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or
19 concerning marketing of Sands China properties, including its frequency program, the issuance of
20 "Chairman's Club" cards by Sheldon G. Adelson to Cheung Chi Tai, Jack Lam and others, credit
21 limits, floor layouts, the removal of Cheung Chi Tai, Charles Heung Wah Keung, and others from
22 the Guarantor list of VIP promoters, nightclub operations and approval, including but not limited
23 to Lotus Night Club, and/or the hiring of outside consultants, during the time period of January 1,
24 2009, to October 20, 2010.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

26 LVSC incorporates the Preliminary Statement and each of the General Objections as
27 though fully set forth herein.

28 LVSC also objects to this request to the extent it calls for the disclosure of information

1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise.

3 Subject to and without waiver of the foregoing objections (including the Preliminary
4 Statement and General Objections), please refer to the documents produced by LVSC Bates
5 labeled as: LVS00231188; LVS00231189; LVS00231191; LVS00231195; LVS00231210-
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17 LVS00267356; LVS00267361; LVS00267362-LVS00267363; LVS00267368-LVS00267369.

18 **REQUEST FOR PRODUCTION NO. 14:**

19 Please identify and produce all documents, memoranda, emails, and/or other
20 correspondence that reflect services performed by LVSC or the involvement of LVSC executives
21 (including LVSC's executives and/or employees and/or consultants and/or agents) for or on
22 behalf of Sands China, related to and/or concerning negotiation of a possible joint venture
23 between Sands China and Harrah's, during the time period of January 1, 2009, to October 20,
24 2010 if such documents exist.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

26 LVSC incorporates the Preliminary Statement and each of the General Objections as
27 though fully set forth herein.

28 LVSC also objects to this request to the extent it calls for the disclosure of information

1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise.

3 Subject to and without waiver of the foregoing objections (including the Preliminary
4 Statement and General Objections), please refer to the documents produced by LVSC Bates
5 labeled as: LVS00235403; LVS00236287; LVS00262322; LVS00262325-LVS00262326;
6 LVS00262327-LVS00262328; LVS00263520; LVS00263664; LVS00263680; LVS00263681-
7 LVS00263682; LVS00263683-LVS00263684; LVS00263685-LVS00263686; LVS00263689-
8 LVS00263691; LVS00265799; LVS00265800; LVS00265801-LVS00265802; LVS00266147;
9 LVS00266155.

10 **REQUEST FOR PRODUCTION NO. 15:**

11 Please identify and produce all documents, memoranda, emails, and/or other
12 correspondence that reflect services performed by LVSC (including LVSC's executives and/or
13 employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or
14 concerning negotiation of the sale of Sands China's interest in sites to Stanley Ho's company,
15 SJM, during the time period of January 1, 2009, to October 20, 2010.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

17 LVSC incorporates the Preliminary Statement and each of the General Objections as
18 though fully set forth herein.

19 LVSC also objects to this request to the extent it calls for the disclosure of information
20 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
21 and any other privileges by statute, common law, or otherwise.

22 Subject to and without waiver of the foregoing objections (including the Preliminary
23 Statement and General Objections), please refer to the documents produced by LVSC Bates
24 labeled as: LVS00236622-LVS00236627; LVS00236629-LVS00236634; LVS00236644-
25 LVS00236649; LVS00237565-LVS00237570; LVS00240340-LVS00240352; LVS00240353-
26 LVS00240358; LVS00254209-LVS00254214; LVS00254215-LVS00254220; LVS00265250-
27 LVS00265255; LVS00265256-LVS00265261.

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REQUEST FOR PRODUCTION NO. 16:

Please identify and produce all documents that reflect communications by and between Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's behalf) and BASE Entertainment during the time period of January 1, 2009 to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

LVSC incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein.

LVSC also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), please refer to the documents produced by LVSC Bates labeled as: LVS00231319; LVS00231854; LVS00231861; LVS00231866-LVS00231867; LVS00231878; LVS00231886; LVS00231891; LVS00231921-LVS00231971; LVS00231974; LVS00232041; LVS00232065-LVS00232117; LVS00232127; LVS00232130; LVS00232131; LVS00232136-LVS00232186; LVS00232364-LVS00232365; LVS00232366-LVS00232367; LVS00232375; LVS00232376; LVS00232389; LVS00232460-LVS00232461; LVS00232462; LVS00232466-LVS00232467; LVS00232468-LVS00232469; LVS00232471; LVS00232476; LVS00232488-LVS00232490; LVS00232509; LVS00232563; LVS00232578-LVS00232579; LVS00232652; LVS00232720; LVS00232783; LVS00232819-LVS00232824; LVS00232845; LVS00232846; LVS00232850-LVS00232900; LVS00232922-LVS00232923; LVS00232935; LVS00232944-LVS00232994; LVS00233034; LVS00233047-LVS00233048; LVS00233092; LVS00233096; LVS00233102; LVS00233136-LVS00233138; LVS00233142; LVS00233168-LVS00233169; LVS00233180; LVS00233182; LVS00233210; LVS00233220-LVS00233269; LVS00233282-LVS00233283; LVS00233306; LVS00233346-LVS00233347; LVS00236479-LVS00236484; LVS00236485-LVS00236490; LVS00236512-LVS00236518; LVS00236519-LVS00236525; LVS00236526-LVS00236535; LVS00236536-LVS00236546; LVS00236549-LVS00236560; LVS00236984-LVS00237100; LVS00237339-LVS00237349; LVS00237350-

1 LVS00237359; LVS00237360-LVS00237366; LVS00258920; LVS00259363-LVS00259479;
2 LVS00260012-LVS00260018; LVS00260019-LVS00260025; LVS00260026-LVS00260036;
3 LVS00260037-LVS00260043; LVS00260044-LVS00260053; LVS00260054-LVS00260065;
4 LVS00260066-LVS00260079; LVS00266874; LVS00266985; LVS00267188-LVS00267189.

5 **REQUEST FOR PRODUCTION NO. 17:**

6 Please identify and produce all documents that reflect communications by and between
7 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
8 behalf) and Cirque de Soleil during the time period of January 1, 2009 to October 20, 2010.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

10 LVSC incorporates the Preliminary Statement and each of the General Objections as
11 though fully set forth herein.

12 LVSC also objects to this request to the extent it calls for the disclosure of information
13 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
14 and any other privileges by statute, common law, or otherwise.

15 Subject to and without waiver of the foregoing objections (including the Preliminary
16 Statement and General Objections), please refer to the documents produced by LVSC Bates
17 labeled as: LVS00231242; LVS00231572; LVS00231573; LVS00231574; LVS00231617;
18 LVS00231986; LVS00232466-LVS00232467; LVS00232590; LVS00232720; LVS00232784;
19 LVS00232785; LVS00232786; LVS00232798-LVS00232799; LVS00232920-LVS00232921;
20 LVS00232924; LVS00233021-LVS00233029; LVS00233140; LVS00233183; LVS00233196;
21 LVS00233281; LVS00233306; LVS00233352; LVS00233353; LVS00234542-LVS00234543;
22 LVS00236928-LVS00236945; LVS00236949-LVS00236951; LVS00236952-LVS00236953;
23 LVS00236976-LVS00236978; LVS00236979-LVS00236981; LVS00236982; LVS00236983;
24 LVS00236984-LVS00237100; LVS00237110; LVS00237927; LVS00237980-LVS00237981;
25 LVS00237982; LVS00238232; LVS00238234; LVS00238602; LVS00238603; LVS00239927;
26 LVS00239941; LVS00241889-LVS00241890; LVS00243483-LVS00243484; LVS00247591-
27 LVS00247593; LVS00247594-LVS00247595; LVS00247689-LVS00247692; LVS00247693-
28 LVS00247695; LVS00247703-LVS00247704; LVS00247772; LVS00247773; LVS00257784;

1 LVS00257785; LVS00258132; LVS00258133-LVS00258134; LVS00258199; LVS00258200;
2 LVS00258201-LVS00258202; LVS00258301; LVS00258787-LVS00258804; LVS00258954-
3 LVS00258955; LVS00258956-LVS00258958; LVS00258983-LVS00258984; LVS00258985-
4 LVS00258987; LVS00262361-LVS00262362; LVS00265804-LVS00265805; LVS00266195;
5 LVS00266314; LVS00267171; LVS00267177; LVS00267197; LVS00267323; LVS00267324;
6 LVS00267359; LVS00267360.

7 **REQUEST FOR PRODUCTION NO. 19:**

8 Please identify and produce all documents that reflect communications by and between
9 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
10 behalf) and Harrah's during the time period of January 1, 2009 to October 20, 2010.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

12 LVSC incorporates the Preliminary Statement and each of the General Objections as
13 though fully set forth herein. LVSC objects to this request as beyond the scope of discovery
14 authorized by the Court insofar as it is not limited to communications that occurred in Nevada and
15 that concerned SCL. LVSC also objects to this request as overbroad and unduly burdensome
16 insofar as it seeks "all documents" responsive to the request, rather than an illustrative subset of
17 documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.

18 LVSC also objects to this request to the extent it calls for the disclosure of information
19 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
20 and any other privileges by statute, common law, or otherwise.

21 Subject to and without waiver of the foregoing objections (including the Preliminary
22 Statement and General Objections), please refer to documents bates labeled as: LVS00235082;
23 LVS00240389; LVS00250908-LVS00250909; LVS00253998; LVS00257786; LVS00260359;
24 LVS00262322; LVS00262325-LVS00262326; LVS00262327-LVS00262328; LVS00263520;
25 LVS00263664; LVS00263680; LVS00263681-LVS00263682; LVS00263683-LVS00263684;
26 LVS00263685-LVS00263686; LVS00263689-LVS00263691; LVS00264544; LVS00265799;
27 LVS00265800; LVS00265801-LVS00265802; LVS00266147; LVS00266155.

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1 **REQUEST FOR PRODUCTION NO. 21:**

2 Please identify and produce all documents that reflect communications by and between
3 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
4 behalf) and site designers, developers, and specialists for Parcels 5 and 6, during the time period
5 of January 1, 2009 to October 20, 2010.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

7 LVSC incorporates the Preliminary Statement and each of the General Objections as
8 though fully set forth herein.

9 LVSC also objects to this request to the extent it calls for the disclosure of information
10 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
11 and any other privileges by statute, common law, or otherwise.

12 Subject to and without waiver of the foregoing objections (including the Preliminary
13 Statement and General Objections), please refer to the documents produced by LVSC Bates
14 labeled as: LVS00236678; LVS00246409-LVS00246417; LVS00246670-LVS00246673;
15 LVS00252949; LVS00252950-LVS00252954; LVS00260576; LVS00260577-LVS00260583;
16 LVS00262340; LVS00262341-LVS00262347; LVS00263296; LVS00263297-LVS00263301;
17 LVS00265318-LVS00265359; LVS00265446; LVS00265448-LVS00265451.

18 **REQUEST FOR PRODUCTION NO. 22:**

19 To the extent not produced in response to the preceding requests, please identify and
20 produce all documents, memoranda, emails, and/or other correspondence that reflect services
21 performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or
22 agents) for or on behalf of Sands China, during the time period of January 1, 2009, to October 20,
23 2010, including, but not limited to, Yvonne Mao, directions given to Mr. Yueng and/or Eric Chu
24 relating to Hengquin Island, Chu Kong Shipping ("CKS"), the basketball team, the Adelson
25 Center in Beijing, and investigations related to the same; negotiations with Four Seasons,
26 Sheraton and Shangri-La; bonus and remuneration plans; outside counsel's review of Leonel
27 Alves, Foreign Corrupt Practices Act issues and his suitability to serve as counsel for Sands China
28 Limited; International Risk reports on Cheung Chi Tai, Charles Heung, and others commissioned

1 in response to the Reuters' article alleging organized crime; and collection activities relating to
2 patrons and junkets with large outstanding debts due Sands China and/or its subsidiaries.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

4 LVSC incorporates the Preliminary Statement and each of the General Objections as
5 though fully set forth herein.

6 LVSC also objects to this request to the extent it calls for the disclosure of information
7 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
8 and any other privileges by statute, common law, or otherwise.

9 Subject to and without waiver of the foregoing objections (including the Preliminary
10 Statement and General Objections), please refer to the documents produced by LVSC Bates
11 labeled as: LVS00232649; LVS00233039-LVS00233045; LVS00234101-LVS00234107;
12 LVS00234912-LVS00234913; LVS00234914-LVS00234916; LVS00234917-LVS00234919;
13 LVS00235647-LVS00235650; LVS00235651-LVS00235653; LVS00235654-LVS00235656;
14 LVS00235662-LVS00235663; LVS00238486-LVS00238487; LVS00238523-LVS00238525;
15 LVS00238589-LVS00238591; LVS00238592-LVS00238594; LVS00238595-LVS00238597;
16 LVS00238607-LVS00238613; LVS00238637; LVS00238638; LVS00238731; LVS00238733-
17 LVS00238742; LVS00238743-LVS00239250; LVS00239296-LVS00239479; LVS00239623;
18 LVS00239660; LVS00239673-LVS00239674; LVS00239689; LVS00239758-LVS00239759;
19 LVS00239926; LVS00239937-LVS00239939; LVS00239943; LVS00239946-LVS00239952;
20 LVS00239955-LVS00239961; LVS00239966; LVS00239967-LVS00239970; LVS00251526;
21 LVS00251527; LVS00251529-LVS00251538; LVS00251539-LVS00252046; LVS00252047;

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1 LVS00252048-LVS00252287; LVS00259074; LVS00259078; LVS00259213-LVS00259214;
2 LVS00264076-LVS00264077; LVS00266188.

3 DATED November 20, 2012.


4 
5 J. Stephen Deek, Esq.
6 Robert J. Cassity, Esq.,
7 Holland & Hart LLP
8 9555 Hillwood Drive, 2nd Floor
9 Las Vegas, Nevada 89134

10 *Attorneys for Las Vegas Sands Corp. and Sands*
11 *China Ltd.*
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Las Vegas, Nevada 89134

RECEIPT OF COPY

Receipt of LAS VEGAS SANDS CORP.'S NINTH SUPPLEMENTAL RESPONSES
TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (Nos. 1-24)
is hereby acknowledged this 20th day of November, 2012.


James J. Pisanelli, Esq. 325

Debra L. Spinelli, Esq.

Todd L. Bice, Esq.

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12 (702) 385-6000
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13 m.jones@kempjones.com

14 *Attorneys for Sands China, LTD.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 STEVEN C. JACOBS,

18 Plaintiff,

19 v.

20 LAS VEGAS SANDS CORP., a Nevada
corporation; SANDS CHINA LTD., a Cayman
21 Islands corporation; SHELDON G. ADELSON,
in his individual and representative capacity;
22 DOES I-X; and ROE CORPORATIONS I-X,

23 Defendants.
24 _____/

25 AND ALL RELATED MATTERS.

CASE NO.: A627691-B
DEPT NO.: XI

Date: n/a
Time: n/a

**LAS VEGAS SANDS CORP.'S TENTH
SUPPLEMENTAL RESPONSES TO
PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
(Nos. 1-24)**

26 ///

27 ///

28 ///

1 TO: STEVEN C. JACOBS, Plaintiff; and

2 TO: JAMES J. PISANELLI, ESQ., TODD L. BICE, ESQ. and DEBRA L. SPINELLI, ESQ.

3 Counsel for Plaintiff

4 Defendant Las Vegas Sands Corp. ("LVSC") hereby responds and objects to Plaintiff
5 Steven C. Jacobs' ("Plaintiff") First Request for Production of Documents to Las Vegas Sands
6 Corp. ("Requests") as follows:

7 **PRELIMINARY STATEMENT**

8 1. LVSC's responses and objections are made without waiver of the following rights,
9 and are intended to preserve and do preserve the following:

10 (a) the right to raise all questions of competence, authenticity, foundation,
11 relevance, materiality, privilege, and admissibility as evidence for any purpose of the
12 information identified in response to the Requests which may arise in any subsequent
13 proceedings in, or trial of, this or any other action;

14 (b) the right to object on any ground to the use of such information and/or
15 documents identified in response to the Requests which may arise in any subsequent
16 proceeding in, or trial of, this or any other action;

17 (c) the right to object on any ground to the introduction into evidence of such
18 information and/or documents identified in response to the Requests;

19 (d) the right to object on any ground at any time to other discovery involving
20 such information and/or documents;

21 (e) the right to amend or supplement these responses and objections in the
22 event that any information or documents are unintentionally omitted. Inadvertent
23 identification or production of privileged documents or information by LVSC is not a
24 waiver of any applicable privilege; and

25 (f) any and all rights to supplement these responses and objections inasmuch
26 as it may ascertain further information from its own discovery.

27 **GENERAL OBJECTIONS**

28 1. LVSC objects to the Requests, including to the definitions and instructions therein,

1 to the extent that they purport to impose obligations upon LVSC greater than those authorized and
2 imposed by the Nevada Rules of Civil Procedure, including but not limited to Rule 26(b) therein.

3 2. LVSC objects to the Requests to the extent that they seek the identification and/or
4 production of documents not in its possession, custody or control.

5 3. LVSC objects to the term "Communication" as defined in the Requests, on the
6 grounds that it is vague, ambiguous, and overbroad, including without limitation, the inclusion of
7 "transmittal of information (in the form of facts, ideas, inquiries or otherwise)" within the
8 definition.

9 4. LVSC objects to the terms "concerning," "related to," and "relating to" as defined
10 in the Requests, on the grounds that they are vague, ambiguous, and overbroad as worded.

11 5. LVSC objects to the terms "You and/or Yours" as defined in the Requests, on the
12 grounds that they are vague, ambiguous, overbroad, and unintelligible as worded, including
13 without limitation, the inclusion of "any other affiliated entities, as well as owners, shareholders,
14 officers, employees, attorneys, accountants, agents, investigators, and/or anyone else acting on its
15 behalf and/or its direction and instruction."

16 6. LVSC objects to the term "Sands China" as defined in the Requests, on the
17 grounds that it is vague, ambiguous, overbroad, and unintelligible as worded, including without
18 limitation, the inclusion of "any of [SCL's] pre-incorporation, pre-spin-off, pre-IPO entities" and
19 "and/or anyone else acting on its own behalf and/or its direction and instruction" within the
20 definition. LVSC will construe the term "Sands China" or "SCL" to mean LVSC's subsidiary,
21 Sands China Limited.

22 7. LVSC objects to the terms "Parcels 5 and 6" as defined for the Requests, on the
23 grounds that they are vague, ambiguous, overbroad, and unintelligible as worded, including
24 without limitation, the inclusion of "parcels of property owned by Sands China located on the
25 Cotai Strip" within the definition.

26 8. LVSC objects to all the Requests to the extent that they assume a disputed legal
27 conclusion, namely, that LVSC and/or its employees acted as agents for SCL in conducting
28 business activities in Nevada. LVSC disputes that it or its employees acted as SCL's agent in

1 Nevada. To the extent that it produces documents in response to these Requests, LVSC does not
2 thereby admit that any agency relationship exists between LVSC and SCL.

3 9. LVSC objects to the extent that the Requests call for the disclosure of confidential,
4 personal, or proprietary business information, including without limitation, (i) confidential
5 information protected by contractual confidentiality obligations, (ii) confidential information
6 protected by rights of privacy held by SCL and/or other third parties, and (iii) personal
7 information protected from disclosure under Macau law. Such confidential, personal, or
8 proprietary business information will be produced pursuant to a protective order to be entered
9 among the parties and/or ordered by the Court.

10 10. LVSC further objects that the Requests are unduly burdensome and oppressive to
11 the extent that LVSC is asked to identify each produced document responsive to each Request, as
12 such comprehensive listing is impractical under the circumstances. Rather LVSC only undertakes
13 reasonable efforts to provide such identifications, rather than comprehensive identifications with
14 respect to every produced document.

15 11. By responding to these Requests, LVSC does not in any way waive any rights or
16 objections, including but not limited to LVSC's objections to participation in this jurisdictional
17 discovery notwithstanding the Nevada Supreme Court's August 26, 2011 Writ of Mandamus and
18 stay of this litigation until the adjudication of the issue of whether the District Court holds
19 personal jurisdiction as to SCL.

20 Without waiving these General Objections, LVSC responds to the Requests as follows:

21 **RESPONSES**

22 **REQUEST FOR PRODUCTION NO. 6:**

23 Please identify and produce all documents and/or communications that reflect and/or are
24 related to Michael A. Leven's service as CEO of Sands China and/or the Executive Director of
25 Sands China Board of Directors, and/or the Special Assistant to the Board during the time period
26 of January 1, 2009 to October 20, 2010.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

28 LVSC incorporates the Preliminary Statement and each of the General Objections as

1 though fully set forth herein.

2 LVSC also objects to this request to the extent it calls for the disclosure of information
3 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
4 and any other privileges by statute, common law, or otherwise.

5 Subject to and without waiver of the foregoing objections (including the Preliminary
6 Statement and General Objections), please refer to the documents produced by LVSC Bates
7 labeled as: LVS00267371.

8 **REQUEST FOR PRODUCTION NO. 7:**

9 Please identify and produce all documents that reflect the location of the negotiation and
10 execution of agreements related to the funding of Sands China, during the time period of January
11 1, 2009, to October 20, 2010, including, but not limited to, the raising of pre-IPO funds, the IPO,
12 underwriting for Sites 5 & 6, loan refinancing and/or covenant relief/term modifications pre-IPO,
13 the services of Bank of China to bring high net worth investors/gamblers to buy the Four Seasons
14 Serviced Apartments, and the written proposal of Leonel Alves to obtain strata-title for the Four
15 Seasons Apartments involving Beijing government officials.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

17 LVSC incorporates the Preliminary Statement and each of the General Objections as
18 though fully set forth herein.

19 LVSC also objects to this request to the extent it calls for the disclosure of information
20 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
21 and any other privileges by statute, common law, or otherwise.

22 Subject to and without waiver of the foregoing objections (including the Preliminary
23 Statement and General Objections), please refer to the documents produced by LVSC Bates
24 labeled as: LVS00267370; LVS00267372-LVS00267373.

25 **REQUEST FOR PRODUCTION NO. 11:**

26 Please identify and produce all documents, memoranda, emails, and/or other
27 correspondence that reflect services performed by LVSC (including LVSC's executives and/or
28 employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or

1 concerning site design and development oversight of Parcels 5 and 6, during the time period of
2 January 1, 2009, to October 20, 2010.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

4 LVSC incorporates the Preliminary Statement and each of the General Objections as
5 though fully set forth herein.

6 LVSC also objects to this request to the extent it calls for the disclosure of information
7 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
8 and any other privileges by statute, common law, or otherwise.

9 Subject to and without waiver of the foregoing objections (including the Preliminary
10 Statement and General Objections), please refer to the documents produced by LVSC Bates
11 labeled as: LVS00267371.

12 **REQUEST FOR PRODUCTION NO. 17:**

13 Please identify and produce all documents that reflect communications by and between
14 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
15 behalf) and Cirque de Soleil during the time period of January 1, 2009 to October 20, 2010.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

17 LVSC incorporates the Preliminary Statement and each of the General Objections as
18 though fully set forth herein.

19 LVSC also objects to this request to the extent it calls for the disclosure of information
20 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
21 and any other privileges by statute, common law, or otherwise.

22 Subject to and without waiver of the foregoing objections (including the Preliminary
23 Statement and General Objections), please refer to the documents produced by LVSC Bates
24 labeled as: LVS00267374-LVS00267375; LVS00267376; LVS00267377.

25 **REQUEST FOR PRODUCTION NO. 22:**

26 To the extent not produced in response to the preceding requests, please identify and
27 produce all documents, memoranda, emails, and/or other correspondence that reflect services
28 performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or

agents) for or on behalf of Sands China, during the time period of January 1, 2009, to October 20, 2010, including, but not limited to, Yvonne Mao, directions given to Mr. Yueng and/or Eric Chu relating to Hengquin Island, Chu Kong Shipping ("CKS"), the basketball team, the Adelson Center in Beijing, and investigations related to the same; negotiations with Four Seasons, Sheraton and Shangri-La; bonus and remuneration plans; outside counsel's review of Leonel Alves, Foreign Corrupt Practices Act issues and his suitability to serve as counsel for Sands China Limited; International Risk reports on Cheung Chi Tai, Charles Heung, and others commissioned in response to the Reuters' article alleging organized crime; and collection activities relating to patrons and junkets with large outstanding debts due Sands China and/or its subsidiaries.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

LVSC incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein.

LVSC also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), please refer to the documents produced by LVSC Bates labeled as: LVS00267378; LVS00267379-LVS00267457; LVS00267458; LVS00267458-LVS00267537; LVS00267538; LVS00267539-LVS00267579.

DATED December 5, 2012.



J. Stephen Peek, Esq.
Robert J. Cassity, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

Attorneys for Las Vegas Sands Corp. and Sands China Ltd.

Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

RECEIPT OF COPY

Receipt of LAS VEGAS SANDS CORP.'S TENTH SUPPLEMENTAL RESPONSES
TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (Nos. 1-24)
is hereby acknowledged this 5th day of December, 2012.

Todd L. Bice/mas 3.54p

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Attorney for Plaintiff

CONSENT FOR TRANSFER OF PERSONAL DATA

I hereby authorize Venetian Macau Limited ("VML") to process, disclose and transfer my personal data under its control or custody, namely my name, professional contact information, such as email address and telephone number, emails related with VML or any of its Affiliates¹, to Las Vegas Sands Corp. ("LVSC"), but expressly excluding any information covered by an applicable privilege, including the attorney-client privilege.

I hereby also acknowledge and consent to the communication of the above information to: (1) Plaintiff Steven C. Jacobs and his counsel and any additional personnel working at their direction; (2) Defendants LVSC, Sands China Ltd. and Sheldon G. Adelson and their counsel and any additional personnel working at their direction; and (3) the Nevada Court in the United States of America (the "Data Recipients") in connection with the matter of *Steven C. Jacobs v. Las Vegas Sands Corp., et al.*, Case No. A-10-627691-B (Clark Co., Nev.), which is currently pending in the Nevada District Court if determined to be required by law.

At any time, I have the right to view my personal data, request additional information about its storage and processing, require any necessary amendments or refuse or withdraw the consent herein, in any case without cost.

Notwithstanding my consent, the disclosure and communication of the above mentioned records and emails to LVSC and the Data Recipients shall at all times be subject to the laws of Macau.

I declare that I have been given the opportunity to make due enquiry as to my rights under Macau law.


Signature

Sheldon G. Adelson

Name

Las Vegas, Nevada; October 8, 2014
Place and date

¹ Affiliates being any person or entity directly or indirectly controlling, controlled or under direct or indirect common control of VML.

CONSENT FOR TRANSFER OF PERSONAL DATA

I hereby authorize Venetian Macau Limited ("VML") to process, disclose and transfer my personal data under its control or custody, namely my name, professional contact information, such as email address and telephone number, emails related with VML or any of its Affiliates¹, to Las Vegas Sands Corp. ("LVSC"), but expressly excluding any information covered by an applicable privilege, including the attorney-client privilege.

I hereby also acknowledge and consent to the communication of the above information to: (1) Plaintiff Steven C. Jacobs and his counsel and any additional personnel working at their direction; (2) Defendants LVSC, Sands China Ltd. and Sheldon G. Adelson and their counsel and any additional personnel working at their direction; and (3) the Nevada Court in the United States of America (the "Data Recipients") in connection with the matter of *Steven C. Jacobs v. Las Vegas Sands Corp., et al.*, Case No. A-10-627691-B (Clark Co., Nev.), which is currently pending in the Nevada District Court if determined to be required by law.

At any time, I have the right to view my personal data, request additional information about its storage and processing, require any necessary amendments or refuse or withdraw the consent herein, in any case without cost.

Notwithstanding my consent, the disclosure and communication of the above mentioned records and emails to LVSC and the Data Recipients shall at all times be subject to the laws of Macau.

I declare that I have been given the opportunity to make due enquiry as to my rights under Macau law.


Signature

Michael A. Leven
Name

Las Vegas, Nevada; October 6, 2014
Place and date

¹ Affiliates being any person or entity directly or indirectly controlling, controlled or under direct or indirect common control of VML.

CONSENT FOR TRANSFER OF PERSONAL DATA

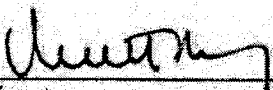
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I declare that I have been given the opportunity to make due enquiry as to my rights under Macau law.



Signature

Kenneth J. Kay

Name

Las Vegas, Nevada; October 11, 2014

Place and date

¹ Affiliates being any person or entity directly or indirectly controlling, controlled or under direct or indirect common control of VML.

CONSENT FOR TRANSFER OF PERSONAL DATA

I hereby authorize Venetian Macau Limited ("VML") to process, disclose and transfer my personal data under its control or custody, namely my name, professional contact information, such as email address and telephone number, emails related with VML or any of its Affiliates¹, to Las Vegas Sands Corp. ("LVSC"), but expressly excluding any information covered by an applicable privilege, including the attorney-client privilege.

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At any time, I have the right to view my personal data, request additional information about its storage and processing, require any necessary amendments or refuse or withdraw the consent herein, in any case without cost.

Notwithstanding my consent, the disclosure and communication of the above mentioned records and emails to LVSC and the Data Recipients shall at all times be subject to the laws of Macau.

I declare that I have been given the opportunity to make due enquiry as to my rights under Macau law.

Signature

Robert G. Goldstein

Name

Las Vegas, Nevada; October 3, 2014

Place and date

¹ Affiliates being any person or entity directly or indirectly controlling, controlled or under direct or indirect common control of VML.

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11 Las Vegas, Nevada 89134
12 *Attorneys for Las Vegas Sands Corp.
and Sands China Ltd.*

DISTRICT COURT
CLARK COUNTY, NEVADA

15 STEVEN C. JACOBS,

16 Plaintiff,

17 v.

18 LAS VEGAS SANDS CORP., a Nevada
19 corporation; SANDS CHINA LTD., a Cayman
20 Islands corporation; SHELDON G.
ADELSON, in his individual and
representative capacity; DOES I-X; and ROE
CORPORATIONS I-X,

21 Defendants.

22
23 AND ALL RELATED MATTERS.

CASE NO.: A627691-B
DEPT NO.: XI

DECLARATION OF
DAVID FLEMING

25 David Fleming, being first duly sworn, deposes and states:

26 1. I am the General Counsel and Company Secretary of Sands China Ltd. ("SCL")
27 and General Counsel for Venetian Macau Limited ("VML"). I am admitted as barrister and
28

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1 solicitor of the supreme court of South Australia (1979) and solicitor of the supreme and high
2 courts in England and Hong Kong (1992). I have personal knowledge of the matters stated
3 herein except for those matters stated upon information and belief and I am competent to testify
4 thereto.

5
6 2. In my capacity as General Counsel I received the Court's September 14, 2012
7 Order (the "Order").

8 3. In light of the Court's Order, I met with representatives of the Macau
9 government's Office for Personal Data Protection (the "Macau OPDP") to discuss the same.

10 4. On December 18, 2012, the Court directed SCL to produce certain documents;
11 including documents in Macau in the possession and control of SCL and VML (the "Production
12 Directive").

13 5. For this reason, and in response to the Macau OPDP's directive, SCL and VML
14 retained Macanese lawyers to redact personal data related information from the subject
15 documents in order to comply with Macau law so the documents could be produced in
16 compliance with this Court's Production Directive. The decision to redact the documents
17 produced in January of 2013 was mine, while the actual redactions were carried out by Macau
18 lawyers that I hired per my communications with the Macau OPDP.
19

20 6. The decision to redact the documents produced after January of 2013 was also
21 mine, while again the actual redactions were carried out by Macau lawyers that I hired per my
22 communications with the Macau OPDP.
23

24 7. Based upon my communication with the Macau OPDP, and given that I was
25 dealing with Macau documents located in Macau for a Macau company, I had no choice but to
26 redact personal information from the documents we were producing pursuant to the Production
27 Directive. I had no choice because the risk of civil and criminal consequences for non-
28

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1 compliance with the requirements of the Macau Personal Data Privacy Act (the "Act") in
2 producing documents subject to the Act would not only be irresponsible for a public company,
3 but also contrary to my fiduciary obligations to protect the company and its shareholders.

4 8. I did my best to comply in good faith with both the laws of Macau -- the
5 jurisdiction where VML is licensed, and both VML and SCL do business -- and this Court's
6 Order and Production Directive.

7 9. The documents referenced as Exhibits 334, 335, 336 and 349 in the exhibits
8 provided to the Court by SCL in preparation for the February 9, 2015 hearing are true and
9 correct copies of correspondence I wrote to or received from the Macau OPDP.
10

11 All of the statements contained herein are true and correct, and I attest to the same under
12 penalty of perjury.

13 Dated this 9th day of February, 2015.
14
15

16
17 
18 David Fleming
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28

MileagePlus activity since my last statement

Mileage-Plus status: [REDACTED]
 Million Miler level: [REDACTED]
 Star Alliance status: [REDACTED]
 Activity period: 01/01/2015 - 02/08/2015

MileagePlus statements:
Select activity period C

Beginning balance as of 01/01/2015:
Airline activity:
Non-airline activity:
Award activity:
Ending balance as of 02/08/2015:

Read more about Premier status qualification »

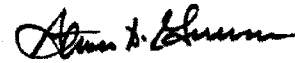
[View prior statement](#)

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]



CLERK OF THE COURT

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Attorneys for Las Vegas Sands Corp.
and Sands China Ltd.

DISTRICT COURT
CLARK COUNTY, NEVADA

15 STEVEN C. JACOBS,

16 Plaintiff,

17 v.

18 LAS VEGAS SANDS CORP., a Nevada
corporation; SANDS CHINA LTD., a Cayman
Islands corporation; SHELDON G.
19 ADELSON, in his individual and
representative capacity; DOES I-X; and ROE
20 CORPORATIONS I-X,

21 Defendants.

22 AND ALL RELATED MATTERS.
23

CASE NO.: A627691-B
DEPT NO.: XI

MEMORANDUM OF SANDS CHINA
LTD. REGARDING EX. 350

Date: February 9, 2015
Time: 10:30 am

25 Exhibit 350 on Defendant Sands China Ltd.'s ("SCL's") list of exhibits for the
26 evidentiary hearing on sanctions is a discovery response signed by Pisanelli Bice PLLC
27 ("Pisanelli Bice") on behalf of Wynn Resorts, Ltd. in *Wynn Resorts, Ltd. v. Okada*, No. A-12-
28

IN THE SUPREME COURT OF THE STATE OF NEVADA

SANDS CHINA LTD., a Cayman Islands
corporation,

Petitioner,

vs.

CLARK COUNTY DISTRICT COURT, THE
HONORABLE ELIZABETH GONZALEZ,
DISTRICT JUDGE, DEPT. 11,

Respondents,

and

STEVEN C. JACOBS,

Real Party in Interest.

Electronically Filed
Case Number: 2015-08:29 a.m.
Mar: 23/2015
Tracie K. Lindeman
Clerk of Supreme Court
District Court Case Number
A627691-B

**APPENDIX TO
PETITION FOR WRIT OF
PROHIBITION OR
MANDAMUS
RE MARCH 6, 2015
SANCTIONS ORDER**

**Volume XIX of XXXIII
(PA3785 – 3973)**

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Attorneys for Petitioner

CERTIFICATE OF SERVICE

Pursuant to Nev. R. App. P. 25, I certify that I am an employee of MORRIS LAW GROUP; that, in accordance therewith, I caused a copy of the **APPENDIX TO PETITION FOR WRIT OF PROHIBITION OR MANDAMUS RE MARCH 6, 2015 SANCTIONS ORDER Volume XIX of XXXIII (PA3785 – 3973)** to be served as indicated below, on the date and to the addressee(s) shown below:

VIA HAND DELIVERY (CD)

Judge Elizabeth Gonzalez
Eighth Judicial District Court of
Clark County, Nevada
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

Respondent

VIA ELECTRONIC SERVICE

James J. Pisanelli
Todd L. Bice
Debra Spinelli
Pisanelli Bice
400 S. 7th Street, Suite 300
Las Vegas, NV 89101

Attorneys for Steven C. Jacobs, Real Party in Interest

DATED this 20th day of March, 2015.

By: /s/ PATRICIA FERRUGIA

**APPENDIX TO PETITION FOR WRIT OF PROHIBITION OR
MANDAMUS RE MARCH 6, 2015 SANCTIONS ORDER
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26 **DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 STEVEN C. JACOBS,

29 Plaintiff,

30 v.

31 LAS VEGAS SANDS CORP., a Nevada
32 corporation; SANDS CHINA LTD., a Cayman
33 Islands corporation; SHELDON G. ADELSON,
34 in his individual and representative capacity;
35 DOES I-X; and ROE CORPORATIONS I-X,

36 Defendants.

37 AND ALL RELATED MATTERS.

CASE NO.: A627691-B
DEPT NO.: XI

Date: n/a
Time: n/a

**LAS VEGAS SANDS CORP.'S NINTH
SUPPLEMENTAL RESPONSES TO
PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
(Nos. 1-24)**

38 ///

39 ///

1 TO: STEVEN C. JACOBS, plaintiff

2 TO: JAMES J. PISANELLI, ESQ., TODD L. BICE, ESQ. and DEBRA L. SPINELLI, ESQ.

3 Counsel for Plaintiff

4 Defendant Las Vegas Sands Corp. ("LVSC") hereby responds and objects to Plaintiff
5 Steven C. Jacobs' ("Plaintiff") First Request for Production of Documents to Las Vegas Sands
6 Corp. ("Requests") as follows:

7 **PRELIMINARY STATEMENT**

8 1. LVSC's responses and objections are made without waiver of the following rights,
9 and are intended to preserve and do preserve the following:

10 (a) the right to raise all questions of competence, authenticity, foundation,
11 relevance, materiality, privilege, and admissibility as evidence for any purpose of the
12 information identified in response to the Requests which may arise in any subsequent
13 proceedings in, or trial of, this or any other action;

14 (b) the right to object on any ground to the use of such information and/or
15 documents identified in response to the Requests which may arise in any subsequent
16 proceeding in, or trial of, this or any other action;

17 (c) the right to object on any ground to the introduction into evidence of such
18 information and/or documents identified in response to the Requests;

19 (d) the right to object on any ground at any time to other discovery involving
20 such information and/or documents;

21 (e) the right to amend or supplement these responses and objections in the
22 event that any information or documents are unintentionally omitted. Inadvertent
23 identification or production of privileged documents or information by LVSC is not a
24 waiver of any applicable privilege; and

25 (f) any and all rights to supplement these responses and objections inasmuch
26 as it may ascertain further information from its own discovery.

27 **GENERAL OBJECTIONS**

28 1. LVSC objects to the Requests, including to the definitions and instructions therein,

1 to the extent that they purport to impose obligations upon LVSC greater than those authorized and
2 imposed by the Nevada Rules of Civil Procedure, including but not limited to Rule 26(b) therein.

3 2. LVSC objects to the Requests to the extent that they seek the identification and/or
4 production of documents not in its possession, custody or control.

5 3. LVSC objects to the term "Communication" as defined in the Requests, on the
6 grounds that it is vague, ambiguous, and overbroad, including without limitation, the inclusion of
7 "transmittal of information (in the form of facts, ideas, inquiries or otherwise)" within the
8 definition.

9 4. LVSC objects to the terms "concerning," "related to," and "relating to" as defined
10 in the Requests, on the grounds that they are vague, ambiguous, and overbroad as worded.

11 5. LVSC objects to the terms "You and/or Yours" as defined in the Requests, on the
12 grounds that they are vague, ambiguous, overbroad, and unintelligible as worded, including
13 without limitation, the inclusion of "any other affiliated entities, as well as owners, shareholders,
14 officers, employees, attorneys, accountants, agents, investigators, and/or anyone else acting on its
15 behalf and/or its direction and instruction."

16 6. LVSC objects to the term "Sands China" as defined in the Requests, on the
17 grounds that it is vague, ambiguous, overbroad, and unintelligible as worded, including without
18 limitation, the inclusion of "any of [SCL's] pre-incorporation, pre-spin-off, pre-IPO entities" and
19 "and/or anyone else acting on its own behalf and/or its direction and instruction" within the
20 definition. LVSC will construe the term "Sands China" or "SCL" to mean LVSC's subsidiary,
21 Sands China Limited.

22 7. LVSC objects to the terms "Parcels 5 and 6" as defined for the Requests, on the
23 grounds that they are vague, ambiguous, overbroad, and unintelligible as worded, including
24 without limitation, the inclusion of "parcels of property owned by Sands China located on the
25 Cotai Strip" within the definition.

26 8. LVSC objects to all the Requests to the extent that they assume a disputed legal
27 conclusion, namely, that LVSC and/or its employees acted as agents for SCL in conducting
28 business activities in Nevada. LVSC disputes that it or its employees acted as SCL's agent in

1 Nevada. To the extent that it produces documents in response to these Requests, LVSC does not
2 thereby admit that any agency relationship exists between LVSC and SCL.

3 9. LVSC objects to the extent that the Requests call for the disclosure of confidential,
4 personal, or proprietary business information, including without limitation, (i) confidential
5 information protected by contractual confidentiality obligations, (ii) confidential information
6 protected by rights of privacy held by SCL and/or other third parties, and (iii) personal
7 information protected from disclosure under Macau law. Such confidential, personal, or
8 proprietary business information will be produced pursuant to a protective order to be entered
9 among the parties and/or ordered by the Court.

10 10. LVSC further objects that the Requests are unduly burdensome and oppressive to
11 the extent that LVSC is asked to identify each produced document responsive to each Request, as
12 such comprehensive listing is impractical under the circumstances. Rather LVSC only undertakes
13 reasonable efforts to provide such identifications, rather than comprehensive identifications with
14 respect to every produced document.

15 11. By responding to these Requests, LVSC does not in any way waive any rights or
16 objections, including but not limited to LVSC's objections to participation in this jurisdictional
17 discovery notwithstanding the Nevada Supreme Court's August 26, 2011 Writ of Mandamus and
18 stay of this litigation until the adjudication of the issue of whether the District Court holds
19 personal jurisdiction as to SCL.

20 Without waiving these General Objections, LVSC responds to the Requests as follows:

21 **RESPONSES**

22 **REQUEST FOR PRODUCTION NO. 1:**

23 Please identify and produce all documents that reflect the date, time, and location of each
24 Sands China Board meeting (including the meeting held on April 14, 2010, at 9:00 a.m. Macau
25 Time/April 13, 2010, at 6:00 p.m. Las Vegas time), the location of each Board member who
26 participated in each and every meeting, and the manner/method by which each Board member
27 participated in each and every meeting, during the period of January 1, 2009, to October 20, 2010.

28 ///

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

LVSC incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein.

LVSC also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), please refer to the documents produced by LVSC Bates labeled as: LVS00232339-LVS00232341; LVS00233186-LVS00233188; LVS00233355-LVS00233356; LVS00233357-LVS00233358; LVS00233359-LVS00233360; LVS00233361-LVS00233364; LVS00233365; LVS00233366-LVS00233367; LVS00233395-LVS00233398; LVS00233399; LVS00233417-LVS00233418; LVS00233434; LVS00233435; LVS00233455; LVS00233458; LVS00233520-LVS00233578; LVS00233635; LVS00233649; LVS00233668-LVS00233669; LVS00233688-LVS00233689; LVS00233887-LVS00233888; LVS00233892; LVS00233893; LVS00233894; LVS00233907; LVS00233923; LVS00233925-LVS00233932; LVS00233942-LVS00233947; LVS00234073; LVS00234125-LVS00234128; LVS00234129-LVS00234130; LVS00234142-LVS00234147; LVS00234149-LVS00234150; LVS00234163; LVS00234164; LVS00234182-LVS00234187; LVS00234188-LVS00234190; LVS00234272; LVS00234288-LVS00234289; LVS00234290; LVS00234291; LVS00234313-LVS00234314; LVS00234527-LVS00234529; LVS00234538-LVS00234539; LVS00234587; LVS00234596; LVS00234607-LVS00234609; LVS00234613-LVS00234614; LVS00234694-LVS00234695; LVS00234713-LVS00234714; LVS00234721-LVS00234723; LVS00234733-LVS00234735; LVS00234765-LVS00234768; LVS00234844; LVS00234846-LVS00234849; LVS00234861-LVS00234863; LVS00234864; LVS00234865; LVS00234866-LVS00234868; LVS00234878-LVS00234880; LVS00234890; LVS00234891-LVS00234906; LVS00234911; LVS00235206; LVS00235222-LVS00235229; LVS00235471-LVS00235472; LVS00235514; LVS00235657; LVS00235733-LVS00235735; LVS00235785; LVS00235853-LVS00235865; LVS00236307; LVS00236324; LVS00236333; LVS00236954; LVS00237193; LVS00237194; LVS00237224-

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1 LVS00254232; LVS00254233-LVS00254234; LVS00254241; LVS00254242; LVS00255304-
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13 LVS00266232-LVS00266233; LVS00266251-LVS00266252; LVS00266283-LVS00266285;
14 LVS00266303-LVS00266304; LVS00266721-LVS00266733.

15 **REQUEST FOR PRODUCTION NO. 5:**

16 To the extent not produced in response to the preceding requests, please identify and
17 produce all documents that reflect the travels to and from Macau/China/Hong Kong by any LVSC
18 executive and/or employee for work performed on behalf of or directly for Sands China
19 (including, but not limited to, flight logs, travel itineraries) during the time period of January 1,
20 2009, to October 20, 2010.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

22 LVSC incorporates the Preliminary Statement and each of the General Objections as
23 though fully set forth herein.

24 LVSC also objects to this request to the extent it calls for the disclosure of information
25 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
26 and any other privileges by statute, common law, or otherwise.

27 Subject to and without waiver of the foregoing objections (including the Preliminary
28 Statement and General Objections), please refer to the documents produced by LVSC Bates

1 labeled as: LVS00233636; LVS00233953-LVS00233955; LVS00234210-LVS00234212;
2 LVS00234213-LVS00234214; LVS00234215-LVS00234216; LVS00234253; LVS00235237;
3 LVS00235492; LVS00235496; LVS00237247-LVS00237251; LVS00237394-LVS00237395;
4 LVS00237454; LVS00237455-LVS00237458; LVS00237459; LVS00237460-LVS00237463;
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LVS00265764-LVS00265769; LVS00266250; LVS00266257; LVS00266258-LVS00266259;
LVS00266260; LVS00266261-LVS00266264.

REQUEST FOR PRODUCTION NO. 6:

Please identify and produce all documents and/or communications that reflect and/or are related to Michael A. Leven's service as CEO of Sands China and/or the Executive Director of Sands China Board of Directors, and/or the Special Assistant to the Board during the time period of January 1, 2009 to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

LVSC incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein.

LVSC also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), please refer to the documents produced by LVSC Bates labeled as: LVS00231031-LVS00231091; LVS00231100; LVS00231101-LVS00231102; LVS00231105; LVS00231107-LVS00231110; LVS00231111; LVS00231113-LVS00231114;

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REQUEST FOR PRODUCTION NO. 7:

Please identify and produce all documents that reflect the location of the negotiation and execution of agreements related to the funding of Sands China, during the time period of January 1, 2009, to October 20, 2010, including, but not limited to, the raising of pre-IPO funds, the IPO, underwriting for Sites 5 & 6, loan refinancing and/or covenant relief/term modifications pre-IPO, the services of Bank of China to bring high net worth investors/gamblers to buy the Four Seasons Serviced Apartments, and the written proposal of Leonel Alves to obtain strata-title for the Four Seasons Apartments involving Beijing government officials.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

LVSC incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein.

LVSC also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), please refer to the documents produced by LVSC Bates labeled as: LVS00231031-LVS00231091; LVS00231098-LVS00231099; LVS00231100; LVS00231101-LVS00231102; LVS00231175; LVS00231176; LVS00231177; LVS00231178; LVS00231185-LVS00231186; LVS00231267-LVS00231268; LVS00231269-LVS00231270; LVS00231322; LVS00231323-LVS00231332; LVS00231344-LVS00231353; LVS00231365; LVS00231366; LVS00231367-LVS00231376; LVS00231387; LVS00231474-LVS00231482; LVS00231616; LVS00231674-LVS00231799; LVS00231852-LVS00231853; LVS00231899-LVS00231900; LVS00231974; LVS00231988; LVS00231989-LVS00231998; LVS00232009; LVS00232202-LVS00232333; LVS00232417; LVS00232468-LVS00232469; LVS00232504-LVS00232505; LVS00232519-LVS00232523; LVS00232524-LVS00232529; LVS00232536-LVS00232551; LVS00232581-LVS00232582; LVS00232648; LVS00232657; LVS00232658-LVS00232667; LVS00232679-LVS00232688; LVS00232725-LVS00232727; LVS00233005-LVS00233006; LVS00233106-LVS00233110; LVS00233368-LVS00233390; LVS00233391-

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