

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A  
[Rule 13d-101]

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13D-1(A) AND AMENDMENTS THERETO FILED  
PURSUANT TO § 240.13D-2(A)

(Amendment No. 2)

WYNN RESORTS, LIMITED

(Name of Issuer)

Common Stock, \$0.01 par value per share

(Title of Class of Securities)

983134 10 7

(CUSIP Number)

Michael J. Bonner  
Greenberg Traurig, LLP  
3773 Howard Hughes Parkway, Suite 400 North  
Las Vegas, Nevada 89169  
(702) 792-3773

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

July 31, 2009

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 983134 10 7

1. Names of Reporting Persons.  
Aruze USA, Inc. (1)

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)  
AF (Funds for the acquisition of the Issuer securities were provided by Aruze Corp., the corporate parent of Aruze USA, Inc.)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization  
Nevada, United States of America

7. Sole Voting Power  
0

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
48,702,639 (1), (2)

9. Sole Dispositive Power  
0

10. Shared Dispositive Power  
48,702,639 (1), (2)

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
48,702,639 (1), (2)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐

13. Percent of Class Represented by Amount in Row (11)  
39.6% (3)

14. Type of Reporting Person (See Instructions)  
CO

- (1) Aruze USA, Inc. is a wholly owned subsidiary of Aruze Corp., of which Mr. Kazuo Okada owns a controlling interest and is its Chairman. The subject securities were acquired and are owned by Aruze USA, Inc. but may be considered beneficially owned by Aruze Corp. and Kazuo Okada. Accordingly, Aruze USA, Inc., Aruze Corp. and Mr. Okada may be deemed to have shared voting and dispositive power over the shares which are owned by Aruze USA, Inc.
- (2) Includes 24,153,417 shares held by Stephen A. Wynn (the "Wynn Shares") that are beneficially owned by the Reporting Person as a result of that certain stockholders agreement, dated as of April 11, 2002, among Mr. Wynn, Aruze USA, Inc. and Baron Investment Funds Trust (formerly known as Baron Asset Fund) ("Baron"), as amended on November 8, 2006 and as further amended by that certain Waiver and Consent dated July 31, 2009 (the "Stockholders Agreement").
- (3) The aggregate percentage of the outstanding shares that the Reporting Person may be deemed to beneficially own is approximately 39.6%. Excluding the Wynn Shares that the Reporting Person may be deemed to beneficially own as a result of the Stockholders Agreement, the Reporting Person directly beneficially owns approximately 19.9% of the outstanding shares. (See Item 6)

1. Names of Reporting Persons.  
Aruze Corp. (1)

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) ☒ x

(b) ☐ o

3. SEC Use Only

4. Source of Funds (See Instructions)  
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐ o

6. Citizenship or Place of Organization  
Japan

7. Sole Voting Power  
☐ 0

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
48,702,639 (1), (2)

9. Sole Dispositive Power  
☐ 0

10. Shared Dispositive Power  
48,702,639 (1), (2)

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
48,702,639 (1), (2)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐ o

13. Percent of Class Represented by Amount in Row (11)  
39.6% (3)

14. Type of Reporting Person (See Instructions)  
CO

(1) Aruze USA, Inc. is a wholly owned subsidiary of Aruze Corp., of which Mr. Kazuo Okada owns a controlling interest and is its Chairman. The subject securities were acquired and are owned by Aruze USA, Inc. but may be considered beneficially owned by Aruze Corp. and Kazuo Okada. Accordingly, Aruze USA, Inc., Aruze Corp. and Mr. Okada may be deemed to have shared voting and dispositive power over the shares which are owned by Aruze USA, Inc.

(2) Includes the Wynn Shares that are beneficially owned by the Reporting Person as a result of the Stockholders Agreement.

(3) The aggregate percentage of the outstanding shares that the Reporting Person may be deemed to beneficially own is approximately 39.6%. Excluding the Wynn Shares that the Reporting Person may be deemed to beneficially own as a result of the Stockholders Agreement, the Reporting Person directly beneficially owns approximately 19.9% of the outstanding shares. (See Item 6)

1.	Names of Reporting Persons. Kazuo Okada (1)	
<hr/>		
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
(a)	<input checked="" type="checkbox"/> x	
(b)	<input type="checkbox"/> o	
<hr/>		
3.	SEC Use Only	
<hr/>		
4.	Source of Funds (See Instructions) N/A	
<hr/>		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> o	
<hr/>		
6.	Citizenship or Place of Organization Japan	
<hr/>		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	<hr/>	
	8.	Shared Voting Power 48,702,639 (1), (2)
	<hr/>	
	9.	Sole Dispositive Power 0
	<hr/>	
	10.	Shared Dispositive Power 48,702,639 (1), (2)
	<hr/>	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 48,702,639 (1), (2)	
<hr/>		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> o	
<hr/>		
13.	Percent of Class Represented by Amount in Row (11) 39.6% (3)	
<hr/>		
14.	Type of Reporting Person (See Instructions) IN	
<hr/>		

- (1) Aruze USA, Inc. is a wholly owned subsidiary of Aruze Corp., of which Mr. Kazuo Okada owns a controlling interest and is its Chairman. The subject securities were acquired and are owned by Aruze USA, Inc. but may be considered beneficially owned by Aruze Corp. and Kazuo Okada. Accordingly, Aruze USA, Inc., Aruze Corp. and Mr. Okada may be deemed to have shared voting and dispositive power over the shares which are owned by Aruze USA, Inc.
- (2) Includes the Wynn Shares that are beneficially owned by the Reporting Person as a result of the Stockholders Agreement.
- (3) The aggregate percentage of the outstanding shares that the Reporting Person may be deemed to beneficially own is approximately 39.6%. Excluding the Wynn Shares that the Reporting Person may be deemed to beneficially own as a result of the Stockholders Agreement, the Reporting Person directly beneficially owns approximately 19.9% of the outstanding shares. (See Item 6)

This Schedule 13D/A (this “Amendment No. 2”) hereby amends and supplements the Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission (the “Commission”) on November 13, 2002 (the “Original Schedule 13D”), as amended by the Schedule 13D/A filed by the Reporting Persons with the Commission on November 14, 2006 (“Amendment No. 1” and, together with the Original Schedule 13D, the “Schedule 13D”). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Schedule 13D.

#### **Item 5. Interest in Securities of the Issuer**

The response set forth in Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a)-(c) On the date hereof, the Reporting Persons have the shared power to vote or to direct the vote and to dispose or to direct the disposition of 24,549,222 shares of Common Stock of the Issuer owned by Aruze USA. Such 24,549,222 shares include 18,972,299 shares of Common Stock of the Issuer which were acquired by Aruze USA from the Issuer as a result of the contribution of its membership interest in Valvino Lamore, LLC, a Nevada limited liability company (“Valvino”), to the Issuer on September 24, 2002. In the contribution, approximately 189.7 shares of Issuer Common Stock were issued to Aruze USA in exchange for each common share of Valvino membership interest contributed. Aruze USA acquired an additional 5,576,923 shares of Common Stock from the Issuer on October 30, 2002 pursuant to the Purchase Agreement for \$13.00 per share, which was the price offered to the public in the Issuer’s initial public offering.

As a result of entering into the Stockholders Agreement with Stephen A. Wynn (see Item 6), Aruze USA possesses shared power to vote or direct the vote of, and thus beneficially owns, an additional 24,153,417 shares of Common Stock of the Issuer held by Mr. Wynn.

Mr. Wynn is a United States citizen with his business address at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109. To the knowledge of the Reporting Persons, Mr. Wynn directly beneficially owns 24,153,417 shares of Common Stock, or 19.6% of the outstanding Common Stock of the Issuer.

As described in Item 6, under the Stockholders Agreement, Aruze USA and Mr. Wynn have agreed to vote their shares of the Issuer’s Common Stock for a slate of directors of the Board of Directors of the Issuer, a majority of which will be designated by Mr. Wynn, of which at least two will be independent directors, and the remaining members of which will be designated by Aruze USA. Aruze USA, Aruze Corp. and Kazuo Okada, on the one hand, and Mr. Wynn, on the other hand, are a “group” under Rule 13d-5 under the Securities Exchange Act of 1934, as amended, because of the voting arrangement with respect to the election of directors under the Stockholders Agreement. Other than the Stockholders Agreement, Amendment and Waiver and Consent described in Item 6, the Reporting Persons and Mr. Wynn do not have any other arrangement or understanding with respect to the acquisition, holding, voting or disposition of equity securities of the Issuer.

The aggregate percentage of the outstanding Common Stock of the Issuer, which the Reporting Persons beneficially own, including the shares of Common Stock which the Reporting Persons beneficially own as a result of the Stockholders Agreement, is 39.6%. Excluding the additional shares of Common Stock that the Reporting Persons beneficially own as a result of the Stockholders Agreement, the Reporting Persons directly beneficially own 19.9% of the outstanding Common Stock of the Issuer.

Unless otherwise indicated, all percentages in this Amendment No. 2 assume that the Issuer had 123,063,790 shares of Common Stock outstanding as of April 30, 2009, as reported in the Issuer’s Quarterly Report on Form 10-Q for the period ended March 31, 2009, filed May 11, 2009.

(d) Not applicable.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

The response to Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following paragraphs at the end of such Item 6:

##### **Waiver and Consent with respect to Stockholders Agreement**

On July 31, 2009, Mr. Wynn, Aruze USA and Baron Investment Funds Trust (formerly known as Baron Asset Fund) (“Baron”) entered into that certain Waiver and Consent (the “Waiver and Consent”) with respect to the Stockholders Agreement. Pursuant to the Waiver and Consent, (a) Baron and Aruze USA consented to the transfer of the 395,805 shares of Common Stock held by certain of Mr. Wynn’s permitted transferees under the Stockholders Agreement for all purposes under the Stockholders Agreement, (b) Baron waived all of its rights under the Stockholders Agreement and (c) Mr. Wynn and Aruze USA waived the right of first refusal in connection with a transfer or proposed transfer of shares by Baron.

The foregoing description of the Waiver and Consent does not purport to be complete and is qualified in its entirety by reference to the Waiver and Consent which is filed herewith as Exhibit 5 and is incorporated herein by this reference.

**Item 7.        Material to be Filed as Exhibits.**

The response to Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following items at the end of such Item 7:

Exhibit 5	Waiver and Consent, dated July 31, 2009, by and among Stephen A. Wynn, Baron Investment Funds Trust (formerly known as Baron Asset Fund) and Aruze USA, Inc.
Exhibit 6	Joint Filing Agreement, dated November 11, 2006, between Aruze Corp., Aruze USA, Inc. and Kazuo Okada (previously filed as Exhibit 4 to the Schedule 13D/A of Aruze Corp., Aruze USA, Inc. and Kazuo Okada filed on November 14, 2006 and incorporated herein by reference).

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 3, 2009

ARUZE USA, INC.

/s/ Kazuo Okada  
By: Kazuo Okada  
Its: President

ARUZE CORP.

/s/ Kazuo Okada  
By: Kazuo Okada  
Its: Chief Executive Officer

KAZUO OKADA

/s/ Kazuo Okada  
Kazuo Okada, Individually

**EXHIBIT INDEX**

Exhibit	Description
5	Waiver and Consent, dated July 31, 2009, by and among Stephen A. Wynn, Baron Investment Funds Trust (formerly known as Baron Asset Fund) and Aruze USA, Inc.
6	Joint Filing Agreement, dated November 11, 2006, between Aruze Corp., Aruze USA, Inc. and Kazuo Okada (previously filed as Exhibit 4 to the Schedule 13D/A of Aruze Corp., Aruze USA, Inc. and Kazuo Okada filed on November 14, 2006 and incorporated herein by reference).

## WAIVER AND CONSENT

This WAIVER AND CONSENT (this “Waiver and Consent”), dated as of the 31st day of July, 2009, is entered into by and among Stephen A. Wynn (“Wynn”), an individual, Baron Investment Funds Trust (formerly known as Baron Asset Fund) (“Baron”), a Massachusetts business trust, and Aruze USA, Inc., a Nevada corporation (“Aruze”).

Reference is made to that certain Stockholders Agreement, entered into as of April 11, 2002, among Wynn, Aruze and Baron, as amended by that certain Amendment to Stockholders Agreement, entered into as of November 8, 2006, between Wynn and Aruze (as amended, the “Stockholders Agreement”). Capitalized terms not otherwise defined herein shall have respective meanings ascribed to such terms in the Stockholders Agreement.

### RECITALS

WHEREAS, certain grantor retained annuity trusts (collectively, the “GRATs”) previously created by Wynn, in their capacity as Permitted Transferees of Wynn, hold, in the aggregate, 395,805 Shares subject to the Stockholders Agreement (the “GRAT Shares”);

WHEREAS, the GRATs desire to Transfer the GRAT Shares pursuant to an exemption from the registration requirements under the Securities Act of 1933, as amended (the “Securities Act”);

WHEREAS, the Stockholders Agreement contains certain restrictions on and conditions to the Transfer of the GRAT Shares, including, but not limited to, certain consent rights, rights of first refusal and tag-along rights;

WHEREAS, in addition to the rights described in the prior recital, the Stockholders Agreement provides certain rights in favor of Baron, including, but not limited to, certain rights of first refusal, tag-along rights, rights with respect to Upstream Transfers, rights triggered by the institution of a Bankruptcy, preemptive rights and rights as the beneficiary of a non-competition agreement (all of Baron’s rights under the Stockholders Agreement, collectively, the “Baron Rights”);

WHEREAS, Aruze and Baron each desire to consent to the Transfer of the GRAT Shares for all purposes under the Stockholders Agreement and to waive any rights such party may have in connection with a Transfer of the GRAT Shares for all purposes under the Stockholders Agreement;

WHEREAS, Baron further desires to waive the Baron Rights;

WHEREAS, Section 9 of the Stockholders Agreement provides for a right of first refusal in favor of the non-transferring Stockholders in the event any Stockholder wishes to Transfer any or all of its Shares to any Person other than a Permitted Transferee and who receives a bona fide offer from any Person who is not a Prohibited Transferee for the purchase of all or any portion of such Stockholder’s Shares; and

WHEREAS, Wynn and Aruze each desire to waive their right of first refusal in connection with any Transfer or proposed Transfer by Baron of Shares.

### AGREEMENT

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Waivers and Consents.

(a) Each of Baron and Aruze hereby consents to the Transfer of the GRAT Shares for all purposes under the Stockholders Agreement and does hereby waive any rights such party may have in connection with a Transfer of the GRAT Shares for all purposes under the Stockholders Agreement.

(b) Baron hereby waives the Baron Rights.

(c) Each of Wynn and Aruze hereby waives the right of first refusal in connection with a Transfer or proposed Transfer of Shares by Baron; provided, however, that such Transfer or proposed Transfer must be pursuant to open market transactions made in compliance with a valid exemption under the Securities Act.

2. Transferee Not Bound. The transferee of the GRAT Shares and any Shares transferred by Baron pursuant to the foregoing clause 1(c) shall not be bound by the terms of the Stockholders Agreement.

3. Limited Scope. The waivers and consents set forth herein are limited as written and shall not be deemed to be a waiver of or consent to, or modification of in any respect, any other term or condition in the Stockholders Agreement. Except as expressly waived hereby, all of the terms and provisions of the Stockholders Agreement are and shall remain in full force and effect.

4. Authorization. This Waiver and Consent has been duly authorized and executed by each of Wynn, Aruze and Baron and is a valid and binding waiver and consent of each such party, enforceable against each such party in accordance with its terms.

*[Signatures continued on following page]*

IN WITNESS WHEREOF, this Waiver and Consent has been duly executed and delivered by Wynn and a duly authorized officer of Aruze and Baron on the day and year first written above.

/s/ Stephen A. Wynn  
Name: Stephen A. Wynn

ARUZE USA, INC.

/s/ Kazuo Okada  
Name: Kazuo Okada  
Title: President

BARON INVESTMENT FUNDS  
TRUST (FORMERLY KNOWN  
AS BARON ASSET FUND)

/s/ Patrick M. Patalino  
Name: Patrick M. Patalino  
Title: General Counsel

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