

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934  
Date of Report (Date of earliest event reported): March 8, 2018**

**WYNN RESORTS, LIMITED**  
(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of incorporation)  
**3131 Las Vegas Boulevard South**  
**Las Vegas, Nevada**  
(Address of principal executive offices)

**000-50028**  
(Commission  
File Number)

**46-0484987**  
(I.R.S. Employer  
Identification No.)

**89109**  
(Zip Code)

**(702) 770-7555**  
(Registrant's telephone number, including area code)  
**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Item 1.01                      Entry into a Material Definitive Agreement.**

On March 8, 2018, Wynn Resorts, Limited (the "Company") announced that it has entered into a Settlement Agreement and Mutual Release (the "Settlement Agreement") by and between the Company, Stephen A. Wynn, Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, D. Boone Wayson, Allan Zeman, and Kimmarré Sinatra (collectively, the "Wynn Parties"), and Universal Entertainment Corp. and Aruze USA, Inc. ("Aruze" and, collectively with Universal Entertainment Corp., the "Universal Parties"). The Settlement Agreement resolves legal proceedings pending in the Eighth Judicial District Court in Clark County, Nevada (the "Nevada Litigation") as well as other claims.

Pursuant to the Settlement Agreement, the Company agreed to pay on or before March 31, 2018 the principal amount of the \$1,936,442,631.36 promissory note issued in connection with the redemption of all shares of the Company's stock held by Aruze as of February 18, 2012 (the "Redemption Note"). The Company also agreed to pay an additional \$463,557,368.64 with respect to the Universal Parties' claims related to the allegedly below-market interest rate of the Redemption Note and agreed to release to Aruze \$232,373,115.78 in accrued interest currently held in escrow.

Under the Settlement Agreement, the Wynn Parties unconditionally release all claims currently pending against the Universal Parties in the Nevada Litigation and release the Universal Parties from any other claims which could have been asserted in the Nevada Litigation, claims which relate to or arise out of the Nevada Litigation, or claims which relate to or arise out of any other litigation or claims in any other jurisdiction. As well, under the Settlement Agreement, the Universal Parties unconditionally release all claims currently pending against the Wynn Parties in the Nevada Litigation and release the Wynn Parties from any other claims which could have been asserted in the Nevada Litigation, claims which relate to or arise out of the Nevada Litigation, or claims which relate to or arise out of any other litigation or claims in any other jurisdiction. As a result, the Universal Parties will not claim that Aruze remains a party to the Amended and Restated Stockholders Agreement among Aruze, Stephen A. Wynn, and Elaine P. Wynn, dated January 6, 2010. The Universal Parties further released any claims against the Wynn Parties and their affiliates in any other jurisdiction, including but not limited to the proceeding pending in Macau against Wynn Resorts (Macau) S.A. and certain related individuals (the "Macau Litigation").

As a result of the Settlement Agreement, the parties to the agreement will dismiss all litigation between the Universal Parties and the Company and its then-directors and executives with respect to the redemption, including the Nevada Litigation and the Macau Litigation, but the Settlement Agreement does not release claims against any parties to such litigation who are not parties to the Settlement Agreement, including but not limited to Kazuo Okada and Elaine P. Wynn.

The foregoing summary of the Settlement Agreement is qualified by reference to the Settlement Agreement, which is filed herewith as Exhibit 10.1.

**Item 1.02                      Termination of a Material Definitive Agreement.**

The information set forth in Item 1.01 of this report is incorporated herein by reference.

**Item 7.01                      Regulation FD Disclosure.**

A copy of the Company's press release announcing the matters described in Item 1.01 of this report is attached hereto and furnished as Exhibit 99.1.

**Item 9.01                      Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description
10.1	<a href="#">Settlement Agreement and Mutual Release, by and between Wynn Resorts, Limited, Stephen A. Wynn, Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, D. Boone Wayson, Allan Zeman, Kimmarie Sinatra, Universal Entertainment Corp., and Aruze USA, Inc.</a>
99.1	<a href="#">Press release, dated March 8, 2018, of Wynn Resorts, Limited.</a>

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### WYNN RESORTS, LIMITED

Dated: March 8, 2018

By: /s/ Kim Sinatra

Kim Sinatra

Executive Vice President and General Counsel

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (the "Agreement") is entered into by and between Wynn Resorts, Limited ("Wynn Resorts") along with Stephen A. Wynn, Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, D. Boone Wayson, and Kimmarie Sinatra on the one hand (collectively, the "Wynn Parties") and Universal Entertainment Corp. and Aruze USA, Inc. on the other (collectively the "Universal Parties," and together with the "Wynn Parties," the "Parties"). In consideration of the mutual covenants and agreements of the Parties, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. BACKGROUND**

1.1 Wynn Resorts commenced the action styled *Wynn Resorts, Limited v. Kazuo Okada, et al.*, Case No. A-12-656710-B, pending in the Eighth Judicial District Court, Clark County, Nevada, asserting various claims against Kazuo Okada and Universal Parties, including requesting declaratory relief as to the propriety of Wynn Resorts' redemption of 24,549,222 shares of its stock held by Aruze as of February 18, 2012. Wynn Resorts maintains that it was authorized under the Company's Articles of Incorporation to determine the suitability of any stockholder, and properly redeemed the Aruze shares in exchange for a promissory note in the face amount of \$1,936,442,631.36, paying 2% interest per annum, with the note payable on February 18, 2022 (the "Redemption Note").

1.2 In response, the Universal Parties filed various counterclaims against Wynn Resorts, including contesting the suitability determination, the merits of the redemption, the redemption price, and the allegedly below-market interest rate on the Redemption Note, among other terms. The Universal Parties also asserted claims against the Wynn Resorts Directors — Stephen A. Wynn, Elaine P. Wynn, Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker and D. Boone Wayson (collectively the "Directors") — who participated in the redemption. The Universal Parties also asserted claims against Stephen A. Wynn and Elaine P. Wynn personally related to agreements between them as well as against Stephen A. Wynn and the Company's General Counsel, Kimmarie Sinatra, asserting that they both breached obligations in facilitating/coordinating the Company's redemption actions.

1.3 All claims and counterclaims made in the case captioned *Wynn Resorts Limited, a Nevada corporation vs. Kazuo Okada, and individual et. al. and all related claims*, case no. A-12-656710-B, brought between the Parties to this Agreement, are referred to herein as the "Litigation."

1.4 This Agreement shall only become effective (the "Effective Date") upon notification in writing by the Universal Parties that the Board of Directors of Universal, on behalf of both Universal and Aruze, has approved the Agreement. Universal shall convene that Board meeting to obtain the required consent before 4 pm Pacific time on March 8, 2018. Universal's failure to provide such notice by 4 pm Pacific time on March 8, 2018 shall render this Agreement void ab initio.

The Parties intend to resolve the Litigation, including any and all issues, facts or matters asserted or that could have been asserted therein. Nothing in this Agreement constitutes an admission of wrongdoing by any Party.

## **2. TERMS OF AGREEMENT**

The Parties hereby agree to the following terms and conditions and further agree to perform any and all acts and execute any and all documents necessary or appropriate to implement the following agreement, on or after the Effective Date:

2.1 On or before March 31, 2018, Wynn Resorts shall:

(a) Prepay in immediately available funds the Redemption Note at par in the amount of US\$1,936,442,631.36.

(b) Solely with respect to the Universal Parties' counterclaims related to the allegedly below-market interest rate on the Redemption Note, make an additional payment equal to US\$463,557,368.64 (the payments referenced in Section 2.1(a) and (b) are collectively in the aggregate referred to herein as the "Payment").

2.2. Aruze shall provide wiring instructions within three (3) days after the Effective Date.

2.3 On the Effective Date, the Universal Parties shall return and surrender the Redemption Note and Wynn Resorts shall deliver to Aruze an original notarized Confession of Judgment in the form attached hereto as Exhibit A. Counsel for the Universal Parties shall hold the Confession of Judgment and shall not file it before April 10, 2018 and may only file it upon a failure of Wynn Resorts to make the Payment. Within three (3) business days after the Payment under Section 2.1 above, counsel for the Universal Parties shall immediately return the original Confession of Judgment to counsel for Wynn Resorts.

2.4 (a) Upon the Effective Date, the Parties — by and through their counsel — shall immediately execute and file the form of Stipulation of Dismissal attached hereto as Exhibit B. The Parties agree to file a joint Motion if necessary to effectuate the dismissal of claims, seeking the earliest disposition of the Motion on Order Shortening Time. The Universal Parties further agree to file, on the same day as the filing of the Stipulation of Dismissal, a Motion to dismiss the claims they have brought against Elaine P. Wynn seeking the earliest disposition of the Motion on Order Shortening Time.

(b) In addition, on the Effective Date, Wynn Resorts will deliver the signed Stipulation and Order for Release of Funds Held in Trust by Clerk of the Court (together with the Stipulation of Dismissal, the "Stipulations") in the form attached hereto as Exhibit C to Randall Jones, Esq., which shall release to Aruze the interest escrow funds currently being held by the court, which is presently approximately US\$232,373,115.78. These escrow funds are separate from and in addition to the Payment.

2.5 Except for the rights and obligations set forth in this Agreement and in exchange for the valuable consideration set forth above, the Universal Parties and their respective predecessors, successors, officers, directors, stockholders, corporate affiliates, parents, owners, insurers, agents, attorneys and assigns — except Kazuo Okada — hereby

unconditionally and irrevocably release, acquit and forever discharge the Wynn Parties as well as, to the extent applicable, their respective predecessors, successors, former and current officers, former and current directors, former and current employees, stockholders, corporate affiliates — including but not limited to Wynn Macau Limited, Wynn Resorts (Macau), S.A. — parents, owners, insurers, agents, representatives, attorneys and assigns — except Elaine P. Wynn — of and from any and all manner of action or actions, causes or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs and expenses, of any nature whatsoever, known or unknown, fixed or contingent, liquidated or unliquidated, direct or indirect which was or could have been asserted in the Litigation, relates to or arises out of (in whole or in part) any of the facts in this Litigation or which relates to or arises out of (in whole or in part) any other litigation or claims asserted in any other jurisdiction. By way of example only, the Universal Parties disavow and will not claim, in any forum, that Aruze USA, Inc. remains a party to that certain Amended and Restated Stockholders Agreement dated January 6, 2010 (the "2010 Stockholders Agreement") and, accordingly, further agree that Aruze USA, Inc. has no existing or further rights under the 2010 Stockholders Agreement.

2.6 Except for the rights and obligations set forth in this Agreement and in exchange for the valuable consideration set forth above, the Wynn Parties and, to the extent applicable, their respective predecessors, successors, officers, directors, stockholders, corporate affiliates, parents, owners, insurers, agents, attorneys and assigns hereby unconditionally and irrevocably release, acquit and forever discharge the Universal Parties as well as their predecessors, successors, former or current officers, former or current directors, former or current employees, stockholders, corporate affiliates, parents, owners, insurers, agents, representatives, attorneys and assigns — except Kazuo Okada — of and from any and all manner of action or actions, causes or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs and expenses, of any nature whatsoever, known or unknown, fixed or contingent, liquidated or unliquidated, direct or indirect which was or could have been asserted in the Litigation, or relates to or arises out of (in whole or in part) any of the facts in this Litigation or which relates to or arises out of (in whole or in part) any other litigation or claims asserted in any other jurisdiction.

2.7 It is expressly understood and agreed, and made a part hereof that the execution of this Agreement shall not be construed as an admission of any fact or liability on the part of any Party, but is in compromise, settlement, accord and full satisfaction and discharge of loss and damages, claims, actions, causes of action, suits and liability which are each and all uncertain and disputed.

2.8 In consideration of this Agreement, the Parties hereto represent and warrant to each other as of the Effective Date that they will forever refrain from instituting and/or prosecuting a lawsuit against any of the Parties hereto or any of their respective related agents, successors, entities, parents, affiliates (whether an entity or individual), subsidiaries, officers, directors, insurance carriers, and employees, representatives, attorneys or assigns, for claims

relating to or arising out of (in whole or in part) the Litigation, other than to enforce this Agreement.

2.9 Upon the Effective Date, the Universal Parties further agree to promptly cause the dismissal or withdrawal of any litigation, claims or complaints (civil or criminal) asserted anywhere against the Wynn Parties, or, to the extent applicable, any affiliate (whether an entity or individual), subsidiary, officer, director or stockholder, including but not limited to the action styled *Universal Entertainment Corp., et. al. v. Wynn Resorts (Macau), S.A., et. al.*, Case No. CV3-15-0017-CAO, pending in Macau.

2.10 The Parties hereto agree to reasonably cooperate with each other in any litigation, such as providing any non-privileged documents or communications, that relate to or arise out of (in whole or in part) this Agreement or the Litigation. The Party requesting cooperation shall be responsible for the reasonable expenses incurred by the receiving Party complying with the request should compliance with the request require more than nominal expense.

2.11 As part of this Agreement, the Parties agree that the Wynn Parties' Protective Order With Respect to Confidentiality entered by the Court on February 13, 2013, and as subsequently amended by Order dated September 27, 2016, remains in full force and effect, and the Parties will continue to comply with its terms and conditions unless or until modified or vacated by the Court.

2.12 Nothing in this Agreement is intended to, nor shall be construed as giving a release to Kazuo Okada or Elaine P. Wynn by the Parties or any of their respective affiliates (whether an entity or individual), subsidiaries, officers, directors or stockholders.

### **3. COSTS AND ATTORNEYS' FEES**

If any legal action or other proceeding is brought by any of the Parties hereto relating to this Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees, and reasonable attorneys' fees incurred in such an action or proceeding, which amount shall be determined by a court and not a jury.

### **4. ENTIRE AGREEMENT**

All prior or contemporaneous understandings or agreements between the Parties as they relate to the Agreement are merged into this Agreement (along with the Stipulations and the Confession of Judgment) and it alone expresses the agreement of the Parties. This Agreement may be modified only in writing, signed by all the Parties hereto, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the Parties, concerning the subject matter of this Agreement, except as specifically set forth in this Agreement. There are no promises, agreements or expectations of the Parties unless otherwise stated in this Agreement. The Parties have been represented by counsel in connection with the preparation of this Agreement.

### **5. APPLICABLE LAW**

This Agreement was drafted through the joint efforts of the Parties and/or through counsel, and shall not be read for or against any Party to this Agreement on that account. This Agreement

is intended to be enforced according to its written terms under the laws of the State of Nevada. Venue for any legal action concerning this Agreement shall lie exclusively in the State or Federal court of Nevada. All Parties consent to jurisdiction and venue in Nevada for any claims arising out of this Agreement.

## **6. BENEFIT**

This Agreement shall be binding upon and inure to the benefit of the Parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers, and servants, except Kazuo Okada.

## **7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the Parties. Facsimile or electronic copies hereof and facsimile or electronic signatures hereon shall have the same force and effect as originals.

## **8. MUTUAL WARRANTIES**

Each Party to this Agreement warrants and represents to the other that they have not assigned or transferred to any person or entity not a Party hereto any claim or other released matter, or any part or portion thereof, and that each Party has the authority to sign this Agreement, and each individual executing this Agreement on behalf of any entity or person specifically warrants that he or she has the authority and legal capacity to sign this Agreement.

## **9. MUTUAL NON-DISPARAGEMENT**

Each Party shall make reasonable efforts to avoid criticizing, disparaging, or saying or doing anything that casts in a negative light the other Parties hereto. Notwithstanding the foregoing, in the event a Party is required to meet with a regulator with oversight authority over such Party or compelled to disclose any information pursuant to a court order, subpoena, other legal requirement or regulator request, such Party may to the extent required disclose such information without regard to this non-disparagement provision, provided that such Party first notifies the other Party of the same to the extent permissible and practicable, and reasonably cooperates with such other Party so that such other Party may seek a protective order at its own expense. Nothing herein shall be construed so as to prevent or otherwise interfere with a Party's prosecution or defense of any litigation.

## **10. NOTICE**

All notices or demands of any kind that any Party is required to or desires to give in connection with this Agreement shall be in writing and shall be delivered by facsimile and/or by depositing the notice or demand in the United States mail, postage prepaid, and addressed to the Parties as follows:

- 1) If to Wynn Resorts:

General Counsel  
Attn. Kimmarie Sinatra  
Wynn Las Vegas

3131 Las Vegas Blvd. South  
Las Vegas, NV 89109  
email: kim.sinatra@wynnresorts.com

James J. Pisanelli, Esq.  
Todd L. Bice, Esq.  
Debra L. Spinelli, Esq.  
PISANELLI BICE PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101  
Office: 702.214.2100  
Facsimile: 702.214.2101

2) If to Universal Parties:

David S. Krakoff, Esq.  
Benjamin B. Klubes, Esq.  
Buckley Sandler LLP  
1250 24th Street, N.W., Suite 700  
Washington, DC 20037  
Office: 202.349.8000  
Facsimile: 202.349.8080

3) If to Stephen A. Wynn:

Donald J. Campbell, Esq.  
J. Colby Williams, Esq.  
Campbell & Williams  
700 South Seventh Street  
Las Vegas, Nevada 89101  
Office: 702.382.5222  
Facsimile: 702.382.0540

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

Dated: 6 March 2018    /s/ Matt Maddox

WYNN RESORTS, LIMITED.

BY Matt Maddox its, President

Dated: 7 March 2018    /s/ Stephen A. Wynn

STEPHEN A. WYNN

Dated: 8 March 2018    /s/ Linda Chen

LINDA CHEN

Dated: 8 March 2018    /s/ Russell Goldsmith

RUSSELL GOLDSMITH

Dated: 7 March 2018    /s/ Ray R. Irani

RAY R. IRANI

Dated: 7 March 2018    /s/ Robert J. Miller

ROBERT J. MILLER

Dated: 7 March 2018    /s/ John A. Moran

JOHN A. MORAN

Dated: 7 March 2018    /s/ Marc D. Schorr

MARC D. SCHORR

Dated: 7 March 2018    /s/ Alvin V. Shoemaker  
ALVIN V. SHOEMAKER

Dated: 7 March 2018    /s/ D. Boone Wayson  
D. BOONE WAYSON

Dated: 6 March 2018    /s/ Kimmarie Sinatra  
KIMMARIE SINATRA

Dated: 6 March 2018    /s/ Hajime Tokuda  
UNIVERSAL ENTERTAINMENT CORP.  
BY Hajime Tokuda its, Director & COO

Dated: 8 March 2018    /s/ J.L. Gilbert  
ARUZE USA, INC.  
BY J.L. Gilbert its, Director, President

## **ERRATA TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

Whereas, Wynn Resorts, Limited (“Wynn Resorts”) along with Stephen A. Wynn, Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, D. Boone Wayson, and Kimmarie Sinatra on the one hand (collectively, the “Wynn Parties”) and Universal Entertainment Corp. and Aruze USA, Inc. on the other (collectively the “Universal Parties,” and together with the “Wynn Parties,” the “Parties”) have entered into that certain Settlement Agreement and Mutual Release, effective March 8, 2018 (the “Settlement Agreement”).

Whereas, the Parties unintentionally omitted Allan Zeman from the list of “Wynn Parties” in the Preamble of the Settlement Agreement, as well as in the list of “Directors” in Section 1.2 of the Settlement Agreement.

Allan Zeman hereby agrees and confirms to be bound to the rights and obligations contained in the Settlement Agreement.

Dated: 8 March 2018    /s/ Allan Zeman  
ALLAN ZEMAN

## Exhibit A

James J. Pisanelli, Esq., Bar No. 4027  
JJP@pisanellibice.com  
Todd L. Bice, Esq., Bar No. 4534  
TLB@pisanellibice.com  
Debra L. Spinelli, Esq., Bar No. 9695  
DLS@pisanellibice.com  
PISANELLI BICE PLLC  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89109  
Telephone: 702.214.2100  
Facsimile: 702.214.2101

Robert L. Shapiro, Esq. (*pro hac vice admitted*)  
RS@glaserweil.com  
GLASER WEIL FINK HOWARD  
AVCHEN & SHAPIRO, LLP  
10250 Constellation Boulevard, 19th Floor  
Los Angeles, California 90067  
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Mitchell J. Langberg, Esq., Bar No. 10118  
mlangberg@bhfs.com  
BROWNSTEIN HYATT FARBER SCHRECK LLP  
100 North City Parkway, Suite 1600  
Las Vegas, Nevada 89106  
Telephone: 702.382.2101

Attorneys for Wynn Resorts, Limited

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ARUZE USA, INC., a Nevada corporation,

Plaintiff,

vs.

WYNN RESORTS, LIMITED, a Nevada corporation,

Defendant.

Case No.:

Dept. No.:

**CONFESSION OF JUDGMENT**

Wynn Resorts, Limited ("Wynn Resorts"), a Nevada Corporation, hereby confesses to judgment in favor of Aruze USA, Inc. ("Aruze") and states as follows:

1. Wynn Resorts commenced the action styled *Wynn Resorts, Limited v. Kazuo Okada, et al.*, Case No. A-12-656710-B, pending in the Eighth Judicial District Court, Clark County, Nevada, asserting various claims.

2. In response, Aruze filed various counterclaims against Wynn Resorts and others.

3. To resolve all claims, Wynn Resorts and Aruze (and others) have entered into a Settlement Agreement and Mutual Release effective March 8, 2018 (the "Agreement"), which expressly provides for this Confession of Judgment.

4. Under NRS 17.090 to 17.110 and the terms of the Agreement, Wynn Resorts hereby agrees, stipulates, confesses and authorizes the entry of judgment in favor of Aruze, in the principal amount of TWO BILLION FOUR HUNDRED MILLION USD (\$2,400,000,000.00), plus interest at the rate of 5.25% per annum from April 10, 2018 until this Confession of Judgment is satisfied.

5. The principal amount of this Confession of Judgment shall be reduced by any amounts Aruze receives in satisfaction of the payment specified in Section 2.1 of the Agreement.

6. Pursuant to the Agreement, counsel for Aruze shall hold this Confession of Judgment and shall not file it prior to April 10, 2018.

7. Upon Aruze's receipt of full payment of the amount specified in Section 2.1 of the Agreement, this Confession of Judgment shall become void and counsel for Aruze shall return the original Confession of Judgment, unfiled, to counsel for Wynn Resorts.

8. Wynn Resorts waives the running of any applicable statute of limitations.

///

9. This Confession of Judgment has been made and voluntarily entered into by Wynn Resorts and the terms herein are binding upon it.

Dated this \_\_\_\_ day of March, 2018.

WYNN RESORTS, LIMITED

By: \_\_\_\_\_

It's: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

)ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of March, 2018, personally appearing before me, the undersigned Notary Public in and for the county and said state, was \_\_\_\_\_, the duly authorized representative of Wynn Resorts, Limited and he has executed the above Confession of Judgment, and acknowledged that he has read the Confession of Judgment and that it is true and accurate.

Subscribed and sworn before me this \_\_\_\_ day of March, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

## Exhibit B

SAO

J. Randall Jones, Esq. (#1927)

Mark M. Jones, Esq. (#267)

Ian P. McGinn, Esq. (#12818)

KEMP, JONES & COULTHARD, LLP

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, NV 89169

Telephone: (702) 385-6000

Facsimile: (702) 385-6001

Email: kjc@kempjones.com

David S. Krakoff, Esq. (*Admitted Pro Hac Vice*)

Benjamin B. Klubes, Esq. (*Admitted Pro Hac Vice*)

Adam Miller, Esq. (*Admitted Pro Hac Vice*)

Buckley Sandler LLP

1250 24th Street NW, Suite 700

Washington DC 20037

Tel: (202) 349-8000

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dkrakoff@buckleysandler.com

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amiller@buckleysandler.com

*Attorneys for Defendant/Counterclaimants Aruze USA, Inc.,  
and Universal Entertainment Corp.*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

WYNN RESORTS, LIMITED, a Nevada corporation,

Plaintiffs,

vs.

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

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A-12-656710-B

Dept. No.: XI

**STIPULATION AND ORDER OF DISMISSAL WITH  
PREJUDICE OF CLAIMS BETWEEN THE WYNN  
PARTIES AND THE UNIVERSAL PARTIES**

Electronic Filing Case

Hearing Date:

Hearing Time:

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff/Counter-Defendant Wynn Resorts, Limited (“Wynn Resorts”) and Counterclaim Defendants Stephen A. Wynn, Kimmarie Sinatra, Linda Chen, Ray Irani, Russell Goldsmith, Robert Miller, John Moran, Marc Schorr, Alvin Shoemaker, D. Boone Wayson, and Allan Zeman (collectively, with Wynn Resorts, the “Wynn Parties”) and Universal Entertainment Corp. (“Universal”), Aruze USA, Inc. (“Aruze USA” and together with Universal, the “Universal Parties”) by and through their undersigned counsel of record, that pursuant to NRCP 41 all claims and counterclaims in this action brought between the Wynn Parties or the Universal Parties are hereby dismissed with prejudice. The Wynn Parties and Universal Parties shall each bear their own attorneys’ fees and costs related to this action.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

THE HONORABLE ELIZABETH GONZALEZ

DISTRICT COURT JUDGE

## IT IS SO STIPULATED

Dated this \_ day of \_\_\_\_\_ 2018

PISANELLI BICE PLLC

BY: \_\_\_\_\_

James J. Pisanelli, Esq.  
Todd L. Bice, Esq.  
Debra L. Spinelli, Esq.  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101

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

Dated this \_ day of \_\_\_\_\_ 2018

CAMPBELL & WILLIAMS

BY: \_\_\_\_\_

Donald J. Campbell, Esq.  
J. Colby Williams, Esq.  
700 South 7<sup>th</sup> Street  
Las Vegas, Nevada 89101

*Attorneys for Stephen A. Wynn*

Dated this \_ day of \_\_\_\_\_ 2018

Buckley Sandler LLP

BY: \_\_\_\_\_

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## Exhibit C

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

WYNN RESORTS, LIMITED, a Nevada corporation,  
  
Plaintiffs,

vs.

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

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

**STIPULATION AND ORDER FOR RELEASE OF  
FUNDS HELD IN TRUST BY THE CLERK OF THE  
COURT**

Electronic Filing Case

Hearing Date:  
Hearing Time:

AND ALL RELATED CLAIMS.

On March 14, 2014, pursuant to a Stipulation between Wynn Resorts, Limited (“WRL”) and Aruze USA, Inc. (“Aruze USA”), the Court entered a Stipulation and Order directing that WRL deliver checks for the interest payments on the Redemption Promissory Note to the Court Clerk for deposit into the Clerk’s Trust Account. The Stipulation and Order further provides that “[a]ll funds that are subject to this stipulation shall be held in the Clerk’s Trust Account until further order of this Court.” The interest payments held by the Clerk’s Trust Account currently consist of \$232,373,115.78 resulting from deposits by Wynn Resorts, Limited (“WRL”) of 6 checks, each in the amount of \$38,728,852.63. *See* 2014-3-20 Notice of Receipt of Checks; 2015-2-13 Notice of Receipt of Check; 2016-2-12 Notice of Receipt of Check; 2017-2-14 Notice of Receipt of Check; 2018-2-12 Notice of Receipt of Check.

IT IS HEREBY STIPULATED AND AGREED by and between WRL and Aruze USA, by and through their undersigned counsel of record, that within 3 business days after entry of this Stipulation and Order, the Clerk of the Court shall issue a check made payable to Aruze USA, Inc. in the amount of \$232,373,115.78 and deliver the check into possession of Aruze USA’s counsel of record.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

THE HONORABLE ELIZABETH GONZALEZ  
DISTRICT COURT JUDGE

## IT IS SO STIPULATED

Dated this \_ day of \_\_\_\_\_ 2018

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Dated this \_ day of \_\_\_\_\_ 2018

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## **Wynn Resorts, Limited, Universal Entertainment and Aruze USA Reach Settlement Agreement**

**LAS VEGAS (March 8, 2018)** — Wynn Resorts, Limited (NASDAQ: WYNN) announced today it has concluded a settlement agreement with Universal Entertainment Corporation and Aruze USA, Inc. regarding litigation between the parties which began in February 2012 and was related to the redemption of Aruze USA's equity stake in the Company. The settlement provides for the parties to the agreement to dismiss all litigation between Universal Entertainment and Aruze USA, and Wynn Resorts, its then-directors and executives with respect to the redemption. The settlement agreement also puts an end to claims brought by Universal Entertainment and Aruze USA against Wynn Macau in Macau.

The settlement agreement, which is effective today, provides for Wynn Resorts to pay, on March 31, 2018, the \$1,936,442,631.36 principal amount of the redemption note that the Company previously issued to Aruze. Wynn Resorts also agreed to pay an additional amount of \$463,557,368.64 on March 31, 2018, to settle allegations surrounding the interest rate on the redemption note. Among other items, the settlement agreement provides that Aruze USA, will not consider itself a party to the Amended and Restated Stockholders Agreement among Universal Entertainment's subsidiary Aruze USA, Steve Wynn and Elaine P. Wynn, nor will it assert any claims or rights under the Stockholders Agreement. The settlement agreement also provides for the parties to release one another from all claims related to the redemption and to cooperate with each other in any litigation that may arise from the settlement agreement or previous litigation.

### **About Wynn Resorts:**

Wynn Resorts, Limited is traded on the Nasdaq Global Select Market under the ticker symbol WYNN and is part of the S&P 500 Index. Wynn Resorts owns and operates Wynn Las Vegas ([www.wynnlasvegas.com](http://www.wynnlasvegas.com)), Wynn Macau ([www.wynnmacau.com](http://www.wynnmacau.com)) and Wynn Palace, Cotai ([www.wynnpalace.com](http://www.wynnpalace.com)).

Wynn and Encore Las Vegas feature two luxury hotel towers with a total of 4,750 spacious hotel rooms, suites and villas, approximately 192,000 square feet of casino space, 22 dining experiences featuring signature chefs and 11 bars, two award-winning spas, approximately 290,000 square feet of meeting and convention space, approximately 110,000 square feet of retail space as well as two showrooms; three nightclubs, a beach club and recreation and leisure facilities. A luxury retail Strip-front expansion, Wynn Plaza, is currently under construction and is scheduled to debut the second half of 2018.

Wynn Macau is a luxury hotel and casino resort located in the Macau Special Administrative Region of the People's Republic of China with two luxury hotel towers with a total of 1,008 spacious rooms and suites, approximately 273,000 square feet of casino space, casual and fine dining in eight restaurants, approximately 31,000 square feet of meeting and convention space, approximately 59,000 square feet of retail space, and recreation and leisure facilities including two opulent spas, a salon and a rotunda show.

Wynn Palace is a luxury integrated resort in Macau. Designed as a floral-themed destination, it boasts 1,706 exquisite rooms, suites and villas, approximately 420,000 square feet of casino space, 11 food and beverage outlets, approximately 37,000 square feet of meeting and convention space, approximately 106,000 square feet of designer retail, SkyCabs that traverse an eight-acre Performance Lake, an extensive collection of rare art, a lush spa, salon and recreation and leisure facilities.

Wynn Resorts is currently constructing Wynn Boston Harbor located in Everett, Massachusetts.

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