

**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): April 16, 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 April 16, 2018, Wynn Resorts, Limited (the "Company") announced that it has entered into a Settlement Agreement and Mutual Release (the "Settlement Agreement") by and among the Company, Stephen A. Wynn, Elaine P. Wynn, and Kimmarie Sinatra (collectively, the "Parties"). The Settlement Agreement resolves and unconditionally releases the Parties from the claims and cross claims that were asserted among the Parties in the legal proceedings pending in the Eighth Judicial District Court in Clark County, Nevada. Neither the Company nor Ms. Sinatra made any payment under the terms of the Settlement Agreement. The foregoing summary of the Settlement Agreement is qualified by reference to the Settlement Agreement, which is filed herewith as Exhibit 10.1.

**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.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Settlement Agreement and Mutual Release, by and between Wynn Resorts, Limited, Stephen A. Wynn, Elaine P. Wynn, and Kimmarie Sinatra.</u></a>
99.1	<a href="#"><u>Press release, dated April 16, 2018, of Wynn Resorts, Limited.</u></a>



## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into by and between Wynn Resorts, Limited ("Wynn Resorts"), Stephen A. Wynn, Elaine P. Wynn and Kimmarie Sinatra (the "Parties"). Wynn Resorts, Stephen A. Wynn and Kimmarie Sinatra are hereinafter collectively referred to as "the Wynn Parties" and Stephen A. Wynn, Elaine P. Wynn and Kimmarie Sinatra are hereinafter collectively referred to as "the Individuals". 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, in the Eighth Judicial District Court, Clark County, Nevada, asserting various claims against Kazuo Okada, Universal Entertainment Corp. ("Universal") and Aruze USA, Inc. ("Aruze") (collectively, the "Universal Parties"), including requesting declaratory relief as to the propriety of Wynn Resorts' redemption of shares of its stock held by Aruze as of February 18, 2012.

1.2 In response, the Universal Parties filed various counterclaims against Wynn Resorts and directors of Wynn Resorts who participated in the redemption, including Elaine P. Wynn.

1.3 Elaine P. Wynn filed crossclaims against Wynn Resorts, Stephen A. Wynn, and Kimmarie Sinatra, in which she alleged, *inter alia*, that the Amended and Restated Stockholders Agreement dated January 6, 2010 (the "Stockholders Agreement") entered into by Elaine P. Wynn, Stephen A. Wynn, and Aruze was invalid and/or unenforceable; that Stephen A. Wynn breached the Stockholders Agreement; that Stephen A. Wynn breached an implied covenant of good faith and fair dealing in the Stockholders Agreement; and that Wynn Resorts and Kimmarie Sinatra intentionally interfered with Stephen A. Wynn's performance of the Stockholders Agreement ("the Elaine Wynn Claims").

1.4 On September 7, 2017, Kimmarie Sinatra filed a counterclaim and crossclaim against Elaine P. Wynn alleging abuse of process.

1.5 On March 14, 2018, Stephen A. Wynn and Elaine P. Wynn entered into a Stipulation, and the Eighth Judicial District Court entered an Order dismissing with prejudice Claims 1-5, 7 and 10 contained in Elaine P. Wynn's Sixth Amended Counterclaim and Crossclaim on grounds of mootness, because Stephen A. Wynn agreed that the Stockholders Agreement was invalid and unenforceable.

1.6 All claims, crossclaims, and counterclaims made by Wynn Resorts, Stephen A. Wynn, Elaine P. Wynn, and Kimmarie Sinatra in the case captioned *Wynn Resorts Limited, a Nevada corporation vs. Kazuo Okada, an individual, et al. and all related claims*, Case No. A-12-656710-B, brought between the Parties to this Agreement, as well as all claims made by Wynn Resorts in

the case captioned *Wynn Resorts Limited, a Nevada Corporation, vs. Elaine P. Wynn, an individual*, Case No. A-17-753173-B, are referred to herein as the "Litigation."

1.7 This Agreement shall only become effective (the "Effective Date") upon its execution by all Parties. The failure of any Party to execute this Agreement by 5 pm Pacific time on Monday, April 16, 2018 shall render this Agreement void ab initio.

## 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 Thursday, April 19, 2018, Stephen A. Wynn shall pay to Elaine P. Wynn by wire transfer \$25,000,000 to settle the aforementioned crossclaims asserted against him by Elaine P. Wynn in connection with the Litigation. The date on which Stephen A. Wynn pays to Elaine P. Wynn the funds contemplated in this Section 2.1 is referred to as the "Payment Date."

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

2.3 On the later of the Effective Date or the Payment Date, the Parties — by and through their counsel — shall immediately execute and file the forms of Stipulation of Dismissal, attached hereto as Exhibit A, dismissing with prejudice all remaining claims in the Litigation.

2.4 Except for the rights and obligations set forth in this Agreement and in exchange for the valuable consideration set forth above, each of the Individuals, and to the extent applicable, their respective predecessors, successors, officers, directors, corporate affiliates, parents, owners, insurers, agents, attorneys and assigns hereby unconditionally and irrevocably release, acquit and forever discharge each of the other Individuals and Wynn Resorts, as well as, to the extent applicable, their respective predecessors, successors, former and current officers, former and current directors, former and current employees, offspring, corporate affiliates, parents, owners, insurers, agents, representatives, attorneys and assigns of and from the affirmative claims expressly pled by the Individuals in the Litigation, alleging breach of the Stockholders Agreement, fraudulent inducement into the Stockholders Agreement, and claims for interference with the Stockholders Agreement, as well as any claims or motions that Elaine P. Wynn or Stephen A. Wynn could bring against each other in the action styled *Stephen A. Wynn v. Elaine P. Wynn*, Case No. D-09-407951-D, premised on information disclosed or actions taken in the Litigation. For the avoidance of doubt, Elaine P. Wynn and Stephen A. Wynn are not releasing any claims, other than (a) the specific affirmative claims pled by the Individuals in the Litigation, alleging breach of the Stockholders Agreement, fraudulent inducement into the Stockholders Agreement, and claims for interference with the Stockholders Agreement, and (b) any claims or motions that Elaine P. Wynn or Stephen A. Wynn could bring against each other in the action styled *Stephen A. Wynn v. Elaine P. Wynn*, Case No. D-09-407951-D, premised on information disclosed or actions taken in the Litigation. Elaine P. Wynn, Stephen A. Wynn, Kimmarie Sinatra, and Wynn Resorts agree that they will not attempt to argue or assert that any claims, other than (a) the specific affirmative claims pled by the Individuals in the Litigation, alleging breach of the Stockholders Agreement, fraudulent inducement into the Stockholders Agreement, and claims for interference with the Stockholders Agreement, and (b) any

claims or motions that Elaine P. Wynn or Stephen A. Wynn could bring against each other in the action styled *Stephen A. Wynn v. Elaine P. Wynn*, Case No. D-09-407951-D, are barred by res judicata or collateral estoppel.

2.5 Except for the rights and obligations set forth in this Agreement and in exchange for the valuable consideration set forth above, Wynn Resorts, and to the extent applicable, its respective predecessors, successors, officers, directors, corporate affiliates, parents, owners, insurers, agents, attorneys and assigns hereby unconditionally and irrevocably release, acquit and forever discharge Elaine P. Wynn, as well as, to the extent applicable, her respective predecessors, successors, former and current officers, former and current directors, former and current employees, offspring, corporate affiliates, parents, owners, insurers, agents, representatives, attorneys and assigns of and from the affirmative claims expressly pled by Wynn Resorts in the case captioned *Wynn Resorts Limited, a Nevada Corporation, vs. Elaine P. Wynn, an individual*, Case No. A-17-753173-B alleging that Elaine P. Wynn improperly copied Company documents on January 26, 2013 and subsequently used those documents. For the avoidance of doubt, Wynn Resorts is not releasing any claims against Elaine P. Wynn other than the specific affirmative claim alleging that Elaine P. Wynn improperly copied Company documents on January 26, 2013 and subsequently used those documents. Elaine P. Wynn agrees that she will not attempt to argue or assert that any claims, other than the alleged improper copying of Company documents on January 26, 2013 and subsequent use of those documents, are barred by res judicata or collateral estoppel.

2.6 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.

2.7 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 any of the released claims.

2.8 The Parties cannot disparage each other in press releases relating to this Settlement or express an opinion on the merits of the claims being released. The Parties will exchange drafts of their press releases for approval by the other Parties before executing this Settlement, which approval shall not be unreasonably withheld.

### **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 this Agreement 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. The merger clause embodied in this Paragraph shall not be construed to apply to that certain Marital Settlement Agreement dated November 19, 2009 by and between Stephen A. Wynn and Elaine P. Wynn or to any of the Individual's rights to indemnification or indemnification agreements.

#### **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.

#### **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 released claim, 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. 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

James J. Pisanelli, Esq.  
Todd L. Bice, Esq.  
Debra L. Spinelli, Esq.  
PISANELLI BICE PLLC  
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Facsimile: (702) 214-2101

Mark Holscher, Esq.  
KIRKLAND & ELLIS LLP  
333 S. Hope Street, 29th Floor  
Los Angeles, California 90071  
Office: (213) 680-8400  
Facsimile: (213) 680-8500

2) 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

3) If to Kimmarie Sinatra:

Melinda Haag, Esq.  
James N. Kramer, Esq.  
ORRICK, HERRINGTON & SUTCLIFFE LLP

The Orrick Building  
405 Howard Street  
San Francisco, California 94105  
Office: (415) 773-5700  
Facsimile: (415) 773-5759

4) If to Elaine P. Wynn:

James M. Cole, Esq.  
SIDLEY AUSTIN, LLP  
1501 K. Street, N.W.  
Washington, D.C. 20005  
Office: (202) 736-8246  
Facsimile: (202) 736-8711

Scott D. Stein, Esq.  
SIDLEY AUSTIN, LLP  
One South Dearborn Street  
Chicago, IL 60603  
Office: (312) 853-7520  
Facsimile: (312) 753-7036

Mark Ferrario  
Greenberg Traurig LLP  
3773 Howard Hughes Parkway, Suite 400 North  
Las Vegas, NV 89169  
Office: (702) 792-3773  
Facsimile: (702) 792-9002

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

Dated: 4/16/18 /s/ Matt Maddox

WYNN RESORTS, LIMITED.

BY Matt Maddox its, CEO

Dated: 4/16/18 /s/ Stephen A. Wynn

STEPHEN A. WYNN

Dated: 4/16/18 /s/ Kimmarie Sinatra

KIMMARIE SINATRA

Dated: 4/16/18 /s/ Elaine P. Wynn

ELAINE P. WYNN

# **EXHIBIT A**

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Attorneys for Plaintiff Wynn Resorts, Limited

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

WYNN RESORTS, LIMITED, a Nevada Corporation,

Plaintiff,

vs.

ELAINE P. WYNN, an individual,

Defendant.

Case No.: A-17-753173-B  
Dept. No.: XV

**STIPULATION AND ORDER TO DISMISS**

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Wynn Resorts, Limited and Elaine P. Wynn have entered into a Settlement Agreement dated April 16, 2018, providing for the dismissal of this action. Accordingly, the parties, by and through their undersigned counsel, hereby stipulate, pursuant to NRCPC 41, to the dismissal of this action with prejudice, as provided in and subject to the terms of the April 16, 2018 Settlement Agreement. Each party shall bear its own costs and fees.

The trial date of September 4, 2018 is hereby vacated.

DATED this 16th day of April, 2018.

PISANELLI BICE PLLC

GREENBERG TRAURIG, LLP

By: \_\_\_\_\_  
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One South Dearborn St.  
Chicago, IL 60603

*Attorneys for Defendant, Elaine P. Wynn*

IT IS SO ORDERED.

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

\_\_\_\_\_  
DISTRICT

COURT JUDGE

Respectfully Submitted by:

PISANELLI BICE PLLC

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

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Attorneys for Wynn Resorts, Limited  
and Kimmarie Sinatra

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

ELAINE P. WYNN, an individual,

Case No.: A-12-656710-B

Dept. No.: XI

Plaintiff,

vs.

STEPHEN A. WYNN, an individual; WYNN RESORTS, LIMITED, a Nevada Corporation; KIMMARIE SINATRA, an individual,

**STIPULATION AND ORDER OF DISMISSAL**

Defendants.

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KIMMARIE SINATRA,

Counterclaimant,

vs.

ELAINE P. WYNN,

Counterdefendant.

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Elaine P. Wynn, Stephen A. Wynn, Wynn Resorts, Limited, and Kimmarie Sinatra have entered into a Settlement Agreement dated April 16, 2018, providing for the dismissal of this action. Accordingly, the parties, by and through their undersigned counsel, hereby stipulate, pursuant to NRCP 41, to the dismissal of this action with prejudice, as provided in and subject to the terms of the April 16, 2018 Settlement Agreement. Each party shall bear its own costs and fees. The trial date of April 16, 2018 is hereby vacated.

DATED this \_\_\_\_ day of April, 2018.

CAMPBELL & WILLIAMS

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Mitchell J. Langberg Esq., Bar No. 10118  
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SCHRECK, LLP  
100 North City Parkway, Suite 1600  
Las Vegas, Nevada 89106

*Attorneys for Wynn Resorts, Limited  
and Kimmarie Sinatra*

IT IS HEREBY ORDERED that the above-captioned matter is dismissed with prejudice.

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

\_\_\_\_\_  
DISTRICT

COURT JUDGE

Respectfully Submitted by:

PISANELLI BICE PLLC

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

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

*Attorneys for Wynn Resorts, Limited*

## Wynn Resorts, Elaine Wynn and Steve Wynn Resolve Litigation

**LAS VEGAS** (April 16, 2018) — Elaine Wynn and Steve Wynn have agreed to settle Ms. Wynn's remaining claims that Mr. Wynn breached their Stockholders Agreement.

Ms. Wynn has also released her claims against the Company and Kim Sinatra relating to Mr. Wynn's alleged breach of that agreement. The Company and Ms. Sinatra have released their claims brought against Ms. Wynn, all emanating from the litigation that was filed in 2012, thereby finally resolving all claims in that litigation.

Under the terms of the settlement, neither the Company nor Ms. Sinatra made any payment.

### **ABOUT WYNN RESORTS**

Wynn Resorts, Limited (Nasdaq: WYNN) 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 ([wynnlasvegas.com](http://wynnlasvegas.com)), Wynn Macau ([wynnmacau.com](http://wynnmacau.com)) and Wynn Palace, Cotai ([wynnpalace.com](http://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.

###

### **Contact:**

Michael Weaver, Wynn Resorts  
702.770.7501  
[michael.weaver@wynnlasvegas.com](mailto:michael.weaver@wynnlasvegas.com)