



1 NGC 19-03

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3
4 STATE OF NEVADA
5 BEFORE THE NEVADA GAMING COMMISSION

6 NEVADA GAMING CONTROL BOARD,)
7 Complainant,)
8 vs.)
9 STEPHEN ALAN WYNN,)
10 In his capacity as having been)
11 found suitable as Chief Executive)
12 Officer, Chairman of the Board,)
13 And shareholder and)
14 controlling shareholder of Wynn)
15 Resorts, Ltd.;)
16 Respondent.)

STIPULATION FOR SETTLEMENT
AND ORDER

NGC Case No. 19-03

14 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
15 (BOARD), Complainant herein, filed a Complaint in NGC Case No. 19-03, against
16 STEPHEN ALAN WYNN, RESPONDENT herein, alleging certain violations of the Nevada
17 Gaming Control Act and Regulations of the Nevada Gaming Commission (NGC or
18 Commission).

19 The BOARD specifically alleged that (i) RESPONDENT's actions and/or inactions
20 constituted a failure to exercise discretion and sound judgment to prevent incidents that
21 have reflected negatively on the reputation of the gaming industry and the State of Nevada,
22 (ii) that RESPONDENT's conduct was inimical to the public health, safety, morals, good
23 order, and general welfare of the people of the State of Nevada, and (iii) that
24 RESPONDENT'S conduct has reflected discredit upon the State of Nevada and the gaming
25 industry.

26 RESPONDENT filed an Answer to the BOARD's complaint wherein he admitted,
27 denied, or stated he was without sufficient information to admit or deny the respective
28 allegations contained therein. RESPONDENT also asserted multiple affirmative defenses

1 to the BOARD'S allegations.

2 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT
3 that the Complaint, NGC Case No. 19-03, filed against RESPONDENT in the above-
4 entitled case, shall be settled on the following terms and conditions:

5 1. RESPONDENT does not admit or deny the allegations set forth in the Complaint,
6 NGC Case No. 19-03, except as otherwise set forth in his Answer on file herein.

7 2. RESPONDENT fully understands and voluntarily waives the right to a public
8 hearing on the charges and allegations set forth in the Complaint, the right to present and
9 cross-examine witnesses, the right to a written decision on the merits of the Complaint,
10 which must contain findings of fact and a determination of the issues presented, and the
11 right to obtain judicial review of the Commission's decision.

12 3. RESPONDENT agrees and stipulates to pay a fine in the total amount of TEN
13 MILLION DOLLARS and NO CENTS (\$10,000,000.00) electronically transferred to the
14 *State of Nevada-Nevada Gaming Commission* within three (3) business days of the date
15 this Stipulation for Settlement is accepted by the Commission. Interest on the fine shall
16 accrue in accordance with Nevada Revised Statute (NRS) 17.130 on any unpaid balance
17 computed from the date payment is due until payment is made in full.

18 4. RESPONDENT further agrees and stipulates that he is, and shall remain,
19 entirely removed from any direct or indirect involvement, affiliation, financing,
20 consultation, promotional advertising in any form or media, or licensing agreement in the
21 Nevada gaming industry including without limitation the following:

22 a. RESPONDENT shall not enter or attempt to enter into any contract or
23 agreement with (i) a Nevada licensee as defined pursuant to NRS 463.0171, (ii) a
24 person found suitable pursuant to the Nevada Gaming Control Act, (iii) a person
25 holding a Nevada registration as defined pursuant to Commission Regulation 1.155,
26 or (iv) an affiliate of such licensee, person found suitable or registrant, as defined
27 pursuant to NRS 463.0133, directly or indirectly, either personally or through any
28 business organization whether or not under his control, that involves the gaming

1 operations of any such licensee, person found suitable, registrant, or affiliate.

2 b. RESPONDENT shall not own any interest in, serve as an officer, director,
3 committee member, employee or advisor for, or profit from, any non-gaming business
4 located on the Nevada premises of a business engaged in gaming.

5 c. RESPONDENT'S direct or indirect passive ownership of five percent (5%)
6 or less of any security of a publicly traded corporation registered with the
7 Commission shall not be deemed a violation of this Stipulation for Settlement and
8 Order. Nor shall RESPONDENT be prohibited from purchasing any goods or
9 services for personal use from a business encompassed by this Paragraph 4 at retail
10 prices available to the general public. For clarity and the avoidance of doubt, in no
11 event shall RESPONDENT have any direct or indirect control, authority, advisory
12 role, or decision-making power related to the operations of a business encompassed
13 by this Paragraph 4(c) regardless of the amount of stock owned.

14 d. RESPONDENT further acknowledges that a copy of this Stipulation for
15 Settlement and Order will be publicly available on the BOARD and Commission's
16 website (gaming.nv.gov) and shall constitute notice to all current and future gaming
17 licensees, applicants, and other interested persons of RESPONDENT'S agreement
18 to remain entirely removed from the Nevada gaming industry, including the non-
19 Nevada gaming operations of a Nevada licensee, and that the BOARD may consider
20 any future ongoing business relationship (excluding the exceptions in Paragraph 4(c)
21 above) said entities or persons enter with RESPONDENT when reviewing any
22 future applications they file with the BOARD consistent with NRS 463.170(8).

23 5. RESPONDENT further agrees and stipulates that the Commission shall retain
24 exclusive jurisdiction over this case, NGC Case No. 19-03, for purposes of enforcing the
25 provisions of this Stipulation for Order and Settlement and that a failure by him to comply
26 with any provision of this Stipulation for Settlement and Order, upon presentation by the
27 BOARD to the Commission and a finding by the Commission, after a hearing, that
28 RESPONDENT is in violation of a provision of this Stipulation for Settlement and Order,

1 may subject RESPONDENT to further discipline including but not limited to:

2 a. a finding that RESPONDENT is unsuitable to be associated with Nevada
3 gaming and all consequences of such a finding under the Gaming Control Act shall
4 apply, including without limitation NRS 463.165, NRS 463.166, NRS 463.173 and
5 NRS 463.174; and

6 b. an additional fine under the applicable provision(s) of NRS Chapter 463
7 effective at the time of the violation.

8 The BOARD agrees to provide RESPONDENT'S undersigned counsel with notice of
9 any alleged violation of this Stipulation for Settlement and Order prior to commencing
10 proceedings before the Commission.

11 6. In consideration for the execution of this Stipulation for Settlement and Order,
12 RESPONDENT, for himself, his heirs, executors, administrators, successors, and assigns,
13 hereby releases and forever discharges the State of Nevada, the Commission, the BOARD,
14 the Nevada Attorney General and each of their members, agents, and employees in their
15 individual and representative capacities, from any and all manner of actions, causes of
16 action, suits, debts, judgments, executions, claims, and demands whatsoever known or
17 unknown, in law and equity, that RESPONDENT ever had, now has, may have, or claim
18 to have against any and all of the persons or entities named in this paragraph arising out
19 of, or by reason of, the investigation of the allegations in the Complaint and this
20 disciplinary action, NGC Case No. 19-03, or any other matter relating thereto.

21 7. In consideration for the execution of this Stipulation for Settlement and Order,
22 RESPONDENT hereby agrees to indemnify and hold harmless the State of Nevada, the
23 Commission, the BOARD, the Nevada Attorney General, and each of their members,
24 agents, and employees in their individual and representative capacities against any and
25 all claims, suits and actions, brought against the persons named in this paragraph by any
26 person claiming through or on behalf of RESPONDENT by reason of the investigation of
27 the allegations in the Complaint filed in this disciplinary action, NGC Case No. 19-03, or
28 by any person making claims arising out of this Stipulation for Settlement and Order, and

1 all other matters relating thereto, and against any and all expenses, damages, charges and
2 costs, including court costs and attorney fees, actually sustained and paid by the persons
3 and entities named in this paragraph as a result of said claims, suits and actions.
4 RESPONDENT shall not be obligated to indemnify any party to the extent that the injury,
5 loss, cost, or damage was solely caused by the negligence or willful misconduct of the party
6 to be indemnified. In the event of joint, concurrent, or comparative negligence or fault on
7 the part of the party to be indemnified, RESPONDENT'S liability with respect to such
8 indemnity obligation shall be limited to his relative degree of fault.

9 8. RESPONDENT enters into this Stipulation for Settlement and Order freely and
10 voluntarily. RESPONDENT further acknowledges that this Stipulation for Settlement and
11 Order is not the product of force, threats, or any other form of coercion or duress, but is the
12 product of discussions between RESPONDENT's attorneys, and the BOARD and its
13 attorneys.

14 9. RESPONDENT affirmatively represents that if RESPONDENT, this Stipulation
15 for Settlement and Order, and/or any amounts distributed under this Stipulation for
16 Settlement and Order are subject to, or will become subject to, the jurisdiction of any
17 bankruptcy court, RESPONDENT freely and voluntarily agrees and stipulates that the
18 bankruptcy court's approval is not necessary for this Stipulation for Settlement and Order
19 to become effective and is not dischargeable in bankruptcy proceedings.

20 10. RESPONDENT and the BOARD acknowledge that this Stipulation for
21 Settlement and Order is a compromise made to avoid litigation and economize resources.

22 11. RESPONDENT and the BOARD recognize and agree that the Commission has
23 the sole and absolute discretion to determine whether to accept this Stipulation for
24 Settlement and Order. RESPONDENT and the BOARD hereby waive any right they may
25 have to challenge the impartiality of the Commission to hear the above-entitled case on the
26 matters embraced in the Complaint if the Commission determines not to accept this
27 Stipulation for Settlement and Order. If the Commission does not accept the Stipulation
28 for Settlement and Order, it shall be withdrawn as null and void and RESPONDENT's

1 admissions, if any, that certain violations of the Nevada Gaming Control Act and the
2 Regulations of the Commission occurred shall be withdrawn.

3 12. RESPONDENT and the BOARD agree and understand that this Stipulation for
4 Settlement and Order is intended to operate as full and final settlement of the Complaint
5 filed in NGC Case No. 19-03 and all other matters relating thereto. The parties further
6 agree and understand that any oral representations are superseded by this settlement
7 agreement and that only those terms memorialized in writing herein shall be effective.

8 13. RESPONDENT agrees and understands that although this settlement, if
9 approved by the Commission, will settle the Complaint filed in NGC Case No. 19-03, that
10 the allegations contained in the Complaint filed in NGC Case No. 19-03 and the terms of
11 this settlement agreement may be considered by the BOARD and/or the Commission, with
12 regards to any and all applications by RESPONDENT that are currently pending before
13 the BOARD or the Commission, or that are filed in the future with the BOARD.

14 14. RESPONDENT and the BOARD shall each bear their own costs incurred in this
15 disciplinary action, NGC Case No. 19-03.

16 15. RESPONDENT, by executing this Stipulation for Settlement and Order,
17 affirmatively waives all notices required by law for this matter including, but not limited
18 to, notices concerning consideration of the character or misconduct of a person (NRS
19 241.033), notices concerning consideration of administrative action against a person (NRS
20 241.034), and notices concerning hearings before the Commission (NRS 463.312).
21 Regardless of the waiver of legal notice requirements, the BOARD and Commission will
22 attempt to provide reasonable notice of the time and place of the hearing. Further, in
23 negotiating this Stipulation for Settlement and Order, RESPONDENT acknowledges that
24 the BOARD provided RESPONDENT with the date and time of the Commission hearing
25 during which the BOARD anticipates the Commission will consider approving this
26 Stipulation for Settlement and Order.

1 17. This Stipulation for Settlement and Order shall become effective immediately
2 upon approval by the Commission.

3 RESPONDENT

NEVADA GAMING CONTROL BOARD

4
5 By: Stephen A Wynn 7/17/23
6 STEPHEN A. WYNN Date

[Signature]
7 KIRK D. HENDRICK, Date
8 Chair

9 CAMPBELL & WILLIAMS

10 By: J. Colby Williams 7/17/2023
11 J. COLBY WILLIAMS, Esq. Date
12 Attorneys for RESPONDENT

Recused
13 BRITTNIE WATKINS, PhD Date
14 Member
15 [Signature] 7-18-23
16 JUDGE GEORGE ASSAD, Ret. Date
17 Member

18 Submitted by:

19 AARON D. FORD
20 Attorney General

21 By: [Signature] 7/17/23
22 CRAIG A. NEWBY Date
23 First Assistant Attorney General
24 CASEY J. QUINN
25 Senior Deputy Attorney General
26 Attorneys for Complainant

27 **ORDER**

28 IT IS SO ORDERED in NGC Case No. 19-03.

DATED this 27th day of July, 2023.

NEVADA GAMING COMMISSION

[Signature]
OGONNA M. BROWN, Vice Chair