

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

JOHN V. FERRIS and JOANN M. FERRIS,  
Individually and on Behalf of All Others  
Similarly Situated,

Plaintiffs,

v.

WYNN RESORTS LIMITED, et al.,

Defendants.

Case No. 2:18-CV-00479-CDS-BNW

CLASS ACTION

**NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF ALLOCATION;  
(II) SETTLEMENT HEARING; AND (III) MOTION FOR ATTORNEYS' FEES AND  
LITIGATION EXPENSES**

**TO: All individuals and entities that purchased or otherwise acquired Wynn Resorts securities between March 28, 2016 and February 12, 2018, inclusive (the "Class Period"), and who were damaged thereby.**

***A Federal Court authorized this Settlement Notice. This is not a solicitation from a lawyer.***

**NOTICE OF SETTLEMENT:** Please be advised that the Court-appointed Class Representatives, John V. Ferris, JoAnn M. Ferris, and Jeffrey Larsen, individually and on behalf of the Class (defined in ¶ 26 below), have reached a proposed settlement of the above-captioned action (the "Action") for **\$70,000,000** in cash that, if approved, will resolve all claims in the Action (the "Settlement").

This Notice is directed to you in the belief that you may be a member of the Class. If you do not meet the Class definition, or if you previously excluded yourself from the Class in connection with the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in November 2023 (the "Class Notice"), this Notice does not apply to you.

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, Wynn Resorts, any other Defendant in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 56 below).**

1. **Description of the Action and the Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by Wynn Resorts investors alleging, among other things, that Defendants Wynn Resorts Limited ("Wynn Resorts"), Stephen Wynn, Kimmarie Sinatra, Matthew Maddox, and Stephen Cootey (collectively, "Defendants") violated the federal securities laws insofar as they knew about or recklessly disregarded allegations

of sexual misconduct against Defendant Stephen Wynn and concealed such allegations through material misrepresentations and omissions of material facts. A more detailed description of the Action is set forth in ¶¶ 11-25 below. These claims were brought on behalf of the Class described on the first page of this notice, above, and further defined in ¶ 26 below. The terms and provisions of the Settlement are contained in the Stipulation and Agreement of Settlement dated September 16, 2024 (the “Stipulation”).<sup>1</sup> The Settlement, if approved by the Court, will settle the claims of the Class.

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Plaintiffs, individually and on behalf of the Class, have agreed to settle the Action in exchange for a settlement payment of \$70,000,000 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, (d) any attorneys’ fees awarded by the Court, and (e) any awards to Plaintiffs approved by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Class. The proposed plan of allocation (the “Plan of Allocation”) is attached hereto as Appendix A.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Plaintiffs’ damages expert’s estimates of the number of Wynn Resorts Securities purchased or otherwise acquired during the Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is \$1.92 per eligible share. **Class Members should note, however, that the foregoing average recovery per eligible share is only an estimate.** Some Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased, held, or sold their Wynn Resorts Securities, and the total number of valid Claim Forms submitted. Distributions to Class Members will be made based on the Plan of Allocation attached hereto as Appendix A or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Class as a result of their alleged conduct.

5. **Attorneys’ Fees and Expenses Sought:** Plaintiffs’ counsel, which have prosecuted the Action on a wholly contingent basis since its inception over six years ago, have not received any payment of attorneys’ fees for their representation of the Class in the Action and have advanced the funds to pay expenses incurred to prosecute this Action. Court-appointed Lead Counsel, Pomerantz LLP, will apply to the Court for an award of attorneys’ fees for all Plaintiffs’ Counsel in an amount not to exceed 33 ⅓ % of the Settlement Fund, including any interest earned thereon. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution, and resolution of the claims against the Defendants, in an amount not to exceed \$1.6 million, including any interest earned thereon, and

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<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation, which is available at [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com).

may include a request for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Class, in an aggregate amount not to exceed \$100,000. Any fees, awards, or expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. The estimated average cost per eligible share of Wynn Resorts stock, if the Court approves Lead Counsel’s fee and expense application, is approximately \$0.69 per share. **Please note that this amount is only an estimate.**

6. **Identification of Lead Counsel:** Plaintiffs and the Class are represented by Pomerantz LLP, 600 Third Avenue, 20<sup>th</sup> Floor, New York, NY 10016, (212) 661-1100.

7. **Reasons for the Settlement:** Plaintiffs’ principal reason for entering into the Settlement is the substantial and certain cash benefit for the Class, without the risk or the delays and costs inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action, and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM ONLINE OR POSTMARKED (IF MAILED) NO LATER THAN FEBRUARY 3, 2025.</b>	This is the only way to be potentially eligible to receive a payment from the Settlement Fund. If you are a Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims (defined in ¶ 34 below) that you have against Defendants and the other Defendants’ Releasees (defined in ¶ 35 below), so it is in your interest to submit a Claim Form.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JANUARY 6, 2025.</b>	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees, Litigation Expenses, or awards to Plaintiffs, you may object by writing to the Court and explaining why you do not like them. You cannot unless you are a Class Member.

**YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:**

<p><b>ATTEND A HEARING ON JANUARY 27, 2025 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JANUARY 6, 2025.</b></p>	<p>If you have filed a written objection and wish to appear at the hearing, you must also file an intention to appear by January 6, 2025, which allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the plan of allocation, and/or the request for attorneys’ fees, Litigation Expenses, and any awards to Plaintiffs. If you submit a written objection, you may (but you do not have to) attend the hearing.</p>
<p><b>DO NOTHING.</b></p>	<p>If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are being resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.</p>

**These rights and options – and the deadlines to exercise them – are further explained in this Notice. Please Note: The date and time of the Settlement Hearing – currently scheduled for January 27, 2025, at 10:00 a.m. – is subject to change without further notice to the Class. It is also within the Court’s discretion to hold the hearing in person or telephonically. If you plan to attend the hearing, you should check the website, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com), or with Lead Counsel as set forth above to confirm that no change to the date and/or time of the hearing has been made.**

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## WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be sent to you because you or someone in your family or an investment account for which you serve as custodian may have purchased Wynn Resorts securities during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for attorneys' fees and Litigation Expenses (the "Settlement Hearing"). See paragraphs 53-62 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

## WHAT IS THIS CASE ABOUT?

11. This Action is a securities class action lawsuit alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as well as Securities and Exchange Commission Rule 10b-5. This lawsuit alleges that Defendants knew about or recklessly disregarded allegations of sexual misconduct against Defendant Stephen Wynn and concealed them. In concealing the allegations of sexual misconduct, Defendants made material misrepresentations or omitted material facts during the Class Period (March 28, 2016 through February 12, 2018).

12. This Action was commenced on February 20, 2018 in the United States District Court for the Southern District of New York and was subsequently transferred to the United States District Court for the District of Nevada.

13. By Order dated December 4, 2018, the Court appointed John V. Ferris and Joann M. Ferris as Lead Plaintiffs and appointed Pomerantz LLP as Lead Counsel and Muehlbauer Law Office, LTD. as liaison counsel.

14. On July 1, 2020, Plaintiffs filed the operative amended complaint, the Second Amended Class Action Complaint (the "Complaint"). The Complaint named as defendants the Defendants defined herein, as well as former defendants Craig Scott Billings, John J. Hagenbuch, Robert J. Miller, Patricia Mulroy, Clark T. Randt Jr., Alvin V. Shoemaker, Daniel B. Wayson, Jay L. Johnson, Ray R. Irani, and J. Edward Virtue ("Former Defendants").

15. On August 14, 2020, Defendants and Former Defendants moved to dismiss the Complaint.

16. After full briefing, on July 28, 2021, the Court entered an Order granting in part the motions to dismiss. The Order dismissed all Former Defendants.

17. Thereafter, on August 31, 2021, Defendants answered the Complaint.

18. By Order dated October 4, 2021, the Court bifurcated discovery, with Phase one discovery limited to issues concerning Class Certification and Phase two discovery pertaining to merits discovery.

19. On July 18, 2022, Plaintiffs moved for class certification. On March 1, 2023, after full briefing, the Court certified the Class, appointed Plaintiffs as class representatives, and appointed Pomerantz LLP as class counsel and Muehlbauer Law as local/liaison counsel.

20. Beginning in November 2023, the Class Notice was mailed to potential Class Members to notify them, among other things: (i) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (ii) Class Members' right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the procedure for requesting exclusion. The deadline for requesting exclusion from the Class pursuant to the Class Notice was March 7, 2024.

21. On November 14, 2023, Defendants Wynn Resorts and Maddox moved for partial summary judgment on the February 12, 2018 corrective disclosures, which Defendants Sinatra, Cootey, and Mr. Wynn joined.

22. After full briefing, on May 29, 2024, the Court entered an Order denying Defendants' motion for partial summary judgment without prejudice and granting Plaintiffs' request for relief under Fed. R. Civ. P. 56(d).

23. Throughout the pendency of this Action, the Parties have engaged in multiple attempts to mediate this dispute before private mediator Gregory P. Lindstrom, including two full-day in-person mediation sessions on September 18, 2023 and August 14, 2024, as well as numerous phone calls. The August 14, 2024 mediation session resulted in an agreement in principle to settle the Action for \$70,000,000 for the benefit of the Class, subject to certain terms and conditions and the execution of a customary stipulation and agreement of settlement and related papers.

24. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on September 16, 2024. The Stipulation sets forth the specific terms and conditions of the Settlement and can be viewed on the website for the Action, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com).

25. By Order dated October 15, 2024, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?  
WHO IS INCLUDED IN THE CLASS?**

26. If you are a member of the Class who has not previously sought exclusion from the Class in connection with the Class Notice, you are subject to the Settlement. The Class, which was certified by the Court on March 1, 2023 consists of:

**All individuals and entities that purchased or otherwise acquired Wynn Resorts securities between March 28, 2016 and February 12, 2018, inclusive (the "Class Period"), and who were damaged thereby.**

Excluded from the Class are Defendants, the officers and directors of the Company at all relevant times, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are the persons and entities who requested exclusion from the Class in connection with the mailing of the Class Notice.

**PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive proceeds from the Settlement.**

**If you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is being distributed with this Settlement Notice and the required supporting documentation postmarked (if mailed), or online, no later than February 3, 2025.**

#### **WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?**

27. Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have substantial merit. They recognize, however, the uncertainty, expense, and length of the continued proceedings inherent in the prosecution of their claims through the pre-trial motions, trial, post-trial motions, and appeals presented significant risks to achieving a result superior to the Settlement.

28. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Plaintiffs and Lead Counsel believe that the Settlement provides a favorable result for the Class compared to the risk that the claims in the Action would produce a smaller, or no, recovery after a contested trial and appeals, possibly years in the future.

29. Defendants have denied the claims asserted against them in the Action and in the Complaint and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, as noted above, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

#### **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

30. If there were no Settlement and Plaintiffs failed to establish, either at trial or on appeal, any essential legal or factual element of their claims against Defendants, neither Plaintiffs nor the other Class Members would recover anything from Defendants. Among other things, Plaintiffs faced the very real risk that it would not be able to establish that Defendants made false or misleading statements, acted with fraudulent intent, or caused losses to the Class. In light of these circumstances, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

## **HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

31. As a Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice and at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 12 below.

32. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses, and if you did not previously exclude yourself from the Class in connection with Class Notice, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 12 below.

33. If you are a Class Member you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (“Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs, the Class, and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 34 below) against the Defendants’ Releasees (as defined in ¶ 35 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees. This Release shall not apply to any of the Excluded Plaintiffs’ Claims.

34. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description whatsoever in law, equity, or otherwise, rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, and issues, whether known claims or unknown claims, whether arising under federal, state, local, statutory, common or foreign law, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect, that (a) Plaintiffs or the Class Members asserted in the operative Complaint, or (b) could have been asserted in any forum that arise out of, relate to, or are based upon the purchase, acquisition, sale, disposition, or holding of Wynn Resorts securities during the Class Period. Released Plaintiffs’ Claims do not include: (i) any claims asserted by any person or entity who requested exclusion from the Class in connection with the Class Notice; (ii) if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any claims of any person or entity that submits a request for exclusion from the Class in connection with the Settlement Notice that is accepted by the Court; or (iii) any claims related to the enforcement of the Settlement (the “Excluded Plaintiffs’ Claims”).

35. “Defendants’ Releasees” means Defendants and Former Defendants, and each of their current and former employers, officers, directors, employees, agents, servants, representatives, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, advisors, auditors, attorneys, underwriters, insurers, and reinsurers, and each of their respective heirs, executors, administrators, successors and assigns, including but not limited to Wynn Resorts and any of its subsidiaries.



36. “Unknown Claims” means any Released Plaintiffs’ Claims which Plaintiffs or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant or any other Defendants’ Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Class Members and Plaintiffs’ Releasees and Defendants’ Releasees shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Plaintiffs and Defendants acknowledge that they may hereafter discover facts in addition to or different from those which they or their counsel now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment, shall have, fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and each of the Class Members and each of the other Plaintiffs’ Releasees and Defendants’ Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and constitutes a key element of the Settlement.

37. Pursuant to the Judgment, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants’ Claim (as defined in ¶ 38 below) against the Plaintiffs’ Releasees (as defined in ¶ 39 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiffs’ Releasees. This Release shall not apply to any of the Excluded Defendants’ Claims.

38. “Released Defendants’ Claims” means all claims and causes of action of every nature and description whatsoever in law, equity, or otherwise, rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, and issues, whether known claims or unknown claims, whether arising under federal, state, local, statutory, common or foreign law, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect, that arise out of or relate to the institution, prosecution, or settlement of the Action against Defendants, including attorneys’ fees and costs. Released Defendants’ Claims do not include: (i) any claims related to the enforcement of the Settlement; (ii) any claims against any person or

entity who submitted a valid request for exclusion in connection with the Class Notice;<sup>2</sup> or (iii) if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any claims against any person or entity that submits a request for exclusion from the Class in connection with the Settlement Notice that is accepted by the Court (the “Excluded Defendants’ Claims”).

39. “Plaintiffs’ Releasees” means (i) Plaintiffs, Plaintiffs’ Counsel, the Class Members, and (ii) Plaintiffs’ and the Class Members’ Immediate Family members, and their respective general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, legal representatives, professionals, predecessors, successors, assigns, heirs, executors, administrators, affiliated persons and entities, sponsors, parents, subsidiaries, beneficiaries, and any controlling person thereof, all in their capacities as such.

### HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

40. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation *postmarked (if mailed), or submitted online at [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com), no later than February 3, 2025*. A Claim Form is included with this Settlement Notice, or you may obtain one from the website maintained by the Claims Administrator, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com) or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-888-256-6153, or by emailing the Claims Administrator at [info@WynnSecuritiesLitigation.com](mailto:info@WynnSecuritiesLitigation.com). **Please retain all records of your ownership of and transactions in Wynn Resorts securities, as they may be needed to document your Claim.** If you previously requested exclusion from the Class in connection with Class Notice or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

### HOW MUCH WILL MY PAYMENT BE?

41. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

42. Pursuant to the Settlement, Defendants have agreed to pay \$70,000,000 in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

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<sup>2</sup> For the avoidance of doubt, nothing in the Stipulation or Settlement affects any defenses that Defendants or their Releasees could assert in response to any claim brought by any person or entity who submitted or submits a valid request for exclusion from the Class.

43. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a Plan of Allocation and that decision is affirmed on appeal (if any) and/or the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired, the review of pending Claims has been completed, and the Court orders distribution.

44. Neither Defendants, the other Defendants' Releases, nor any other person or entity who or which paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or Judgment approving the Settlement becomes Final. Defendants and the other Defendants' Releasees shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation.

45. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

46. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked (if mailed), or online, on or before February 3, 2025 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given. This means that each Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 34 above) against the Defendants' Releasees (as defined in ¶ 35 above) and will be enjoined and prohibited from prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees whether or not such Class Member submits a Claim Form.

47. Participants in and beneficiaries of a Wynn Resorts-sponsored employee retirement and/or benefit plan covered by ERISA ("ERISA Plan") should NOT include any information relating to Wynn Resorts securities purchased/acquired or held through the ERISA Plan in any Claim Form they submit in this Action. They should include ONLY those publicly traded Wynn Resorts securities purchased or held outside of the Wynn Resorts-sponsored ERISA Plan. Claims based on any ERISA Plan(s)' purchases or ownership of Wynn Resorts common stock may be made by the ERISA Plan(s)' trustees.

48. The Court has reserved jurisdiction to allow, disallow, or adjust the Claim of any Class Member.

49. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

50. Only Class Members will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities who are excluded from the Class by definition or who previously excluded themselves from the Class in connection with Class Notice will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

51. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Plaintiffs. At the Settlement Hearing, Plaintiffs will request the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Class.**

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?  
HOW WILL THE LAWYERS BE PAID?**

52. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 33 ⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for payment of Litigation Expenses incurred in connection with the prosecution and resolution of this Action in an amount not to exceed \$1.6 million, and may include a request for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. *Class Members are not personally liable for any such fees or expenses.*

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE  
SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT  
THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

53. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

54. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Class. The Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the website for the Action, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be posted to the website, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com). Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone, the phone number for accessing the telephonic conference will be posted to the website, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com).**

55. The Settlement Hearing will be held on **January 27, 2025 at 10:00 a.m.**, before the Honorable Cristina D. Silva, United States District Court Judge, either in person in Courtroom 6B of the Lloyd D. George U.S. Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89101, or by telephone or videoconference (in the discretion of the Court). The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

56. Any Class Member may object to the Settlement, the Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting

the objection, with the Clerk’s Office at the United States District Court for the District of Nevada at the address set forth below as well as serve copies on Lead Counsel and Defendants’ Counsel at the addresses set forth below so that the papers are received *on or before January 6, 2025*.

Clerk’s Office	Lead Counsel	Defendants’ Counsel
United States District Court for the District of Nevada Lloyd D. George U.S. Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89101	<b>POMERANTZ LLP</b> Attn: Jeremy Lieberman Murielle Steven Walsh 600 Third Avenue, 20th Floor New York, New York 10016	<b>KIRKLAND &amp; ELLIS LLP</b> Attn: Mark Holscher 2049 Century Park East, 37th Floor Los Angeles, California 90067 (213) 680-8190
Defendants’ Counsel		
<b>ORRICK HERRINGTON &amp; SUTCLIFFE LLP</b> Attn: James Neil Kramer 405 Howard St. San Francisco, CA 94105	<b>MCNUTT LAW FIRM, P.C.</b> Attn: Daniel R. McNutt 11441 Allerton Park Dr. #100 Las Vegas, Nevada 89135	<b>BIRD, MARELLA, RHOW, LINCENBERG, DROOKS &amp; NESSIM, LLP</b> Attn: Gary S. Lincenberg 1875 Century Park East, 23rd Floor Los Angeles, California 90067

57. Any objections, filings, and other submissions by the objecting Class Member: (a) must identify the case name and docket number, *Ferris, et al. v. Wynn Resorts Limited, et al.*, No. 2:18-cv-00479 (CDS) (BNW) (D. Nev.); (b) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (c) must state with specificity the grounds for the Class Member’s objection, including any legal and evidentiary support the Class Member wishes to bring to the Court’s attention and whether the objection applies only to the objector or to the entire Class; and (d) must include documents sufficient to prove membership in the Class, *including* the number of shares of Wynn Resorts securities that the objecting Class Member purchased, acquired, and/or sold during the Class Period (*i.e.*, March 28, 2016 and February 12, 2018, inclusive), as well as the transaction dates, number of shares, and prices of each such purchase/acquisition and sale. The objecting Class Member shall provide documentation establishing membership in the Class through copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector’s broker containing the transactional and holding information found in a broker confirmation slip or account statement.

**58. You may not object to the Settlement, Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses if you previously excluded yourself from the Class in connection with Class Notice or if you are not a member of the Class.**

59. You may submit an objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first submit a written objection in accordance with the procedures described above, or the Court orders otherwise.

60. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses, and if you timely submit a written objection as described above, you must also file a

notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 56 above so that it is **received on or before January 6, 2025**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

61. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 56 above so that the notice is **received on or before January 6, 2025**.

62. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

**WHAT IF I BOUGHT WYNN RESORTS SECURITIES  
ON SOMEONE ELSE'S BEHALF?**

63. **IMPORTANT: If you previously provided the names and addresses of persons and entities on whose behalf you purchased or otherwise acquired Wynn Resort securities from March 28, 2016 through February 12, 2018, inclusive and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, you need do nothing further at this time. The Claims Administrator will mail this Settlement Notice and a Claim Form (the "Settlement Notice Packet") to the beneficial owners whose names and addresses were previously provided in connection with the Class Notice.** If you elected to mail the Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of Settlement Notice Packets to you to send to the beneficial owners. If you require more copies of the Settlement Notice Packet than you previously requested in connection with the Class Notice mailing, please contact the Claims Administrator, JND Legal Administration, by email at [info@WynnSecuritiesLitigation.com](mailto:info@WynnSecuritiesLitigation.com) or toll free at 1-888-256-6153, and let them know how many additional packets you require. You must mail the Settlement Notice Packets to the beneficial owners within seven (7) calendar days of your receipt of the Settlement Notice Packets.

64. If you have not already provided the names and addresses for persons and entities on whose behalf **you purchased Wynn Resorts securities from March 28, 2016 through February 12, 2018, inclusive** in connection with the Class Notice, or if you have additional names or updated or changed information, then the Court has ordered that you must, **WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS SETTLEMENT NOTICE**, either: (i) send the Settlement Notice Packet to all such beneficial owners of such Wynn Resorts Securities, or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator at *Ferris, et al. v. Wynn Resorts, Limited et al.*, c/o JND Legal Administration, P.O. Box 91471,

Seattle, WA 98111, in which event the Claims Administrator shall promptly mail the Settlement Notice Packet to such beneficial owners. **AS STATED ABOVE, IF YOU HAVE ALREADY PROVIDED THIS INFORMATION IN CONNECTION WITH CLASS NOTICE, UNLESS THAT INFORMATION HAS CHANGED (E.G., BENEFICIAL OWNER HAS CHANGED ADDRESS), IT IS UNNECESSARY TO PROVIDE SUCH INFORMATION AGAIN.**

65. Upon full and timely compliance with these directions, nominees who mail the Settlement Notice Packet to beneficial owners may seek reimbursement of their reasonable out-of-pocket expenses, incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing names and addresses up to \$0.05 per name (with address and email address) provided to the Claims Administrator; up to \$0.05 per Settlement Notice and Proof of Claim mailed plus postage at the rate used by the Claims Administrator; or up to \$0.05 per Settlement Notice and Claim Link sent by email, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

66. Copies of this Settlement Notice and the Claim Form may be obtained from the website, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com), by calling the Claims Administrator toll free at 1-888-256-6153, or by emailing the Claims Administrator at [info@WynnSecuritiesLitigation.com](mailto:info@WynnSecuritiesLitigation.com).

**CAN I SEE THE COURT FILE?  
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

67. This Notice contains only a summary of the terms of the Settlement. For the terms and conditions of the Settlement, please see the Stipulation available at [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com). More detailed information about the matters involved in this Action can be obtained by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.nvd.uscourts.gov/>, or by visiting, during regular office hours, the Office of the Clerk, United States District Court for the District of Nevada, Lloyd D. George U.S. Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89101. Additionally, copies of the Stipulation, any related orders entered by the Court and certain other filings in this Action will be posted on the website, [www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com).

All inquiries concerning this Settlement Notice and the Claim Form should be directed to:

*Ferris, et al. v. Wynn Resorts, Limited, et al.*

c/o JND Legal Administration

P.O. Box 91471

Seattle, WA 98111

1-888-256-6153

[info@WynnSecuritiesLitigation.com](mailto:info@WynnSecuritiesLitigation.com)

[www.WynnSecuritiesLitigation.com](http://www.WynnSecuritiesLitigation.com)

and/or

Jeremy Lieberman

Murielle Steven Walsh

**POMERANTZ LLP**

600 Third Avenue,

20th Floor

New York, New York 10016

[jalieberman@pomlaw.com](mailto:jalieberman@pomlaw.com)

[mjsteven@pomlaw.com](mailto:mjsteven@pomlaw.com)

**PLEASE DO NOT CALL OR WRITE THE COURT, THE CLERK'S OFFICE,  
WYNN RESORTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.**

Dated: October 31, 2024

By Order of the Court  
United States District Court  
District of Nevada

## APPENDIX A

### **Proposed Plan of Allocation of Net Settlement Fund Among Authorized Claimants**

1. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged misstatements and omissions, as opposed to losses caused by market- or industry-wide factors, or company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula ("Recognized Loss") described below.

2. A Recognized Loss will be calculated for each share of Wynn Resorts common stock purchased or otherwise acquired during the Class Period.<sup>3</sup>

3. Lead Counsel developed the Plan of Allocation in consultation with a damages expert. The calculation of Recognized Loss will depend upon several factors, including whether the claimant purchased shares of Wynn Resorts common stock during the Class Period, when the shares of Wynn Resorts common stock were purchased or otherwise acquired during the Class Period, and in what amounts, and whether such stock was sold, and if sold, when it was sold, and for what amounts. The Recognized Loss is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund to the extent that it is equitably and economically feasible.

4. The U.S. federal securities laws allow investors to seek to recover losses caused by disclosures which corrected the defendants' previous misleading statements or omissions. Thus, in order to have recoverable damages based on the alleged violations of the federal securities laws, a corrective disclosure of the allegedly misrepresented information must be the cause of the decline in the price or value of Wynn Resorts securities. In this Action, Plaintiffs allege that Defendants made false statements and/or omitted material facts during the Class Period (*i.e.*, March 28, 2016 through February 12, 2018, inclusive), which had the purported effect of artificially inflating the price of Wynn Resorts securities. Plaintiffs further allege that corrective disclosures removed artificial inflation from the price of Wynn Resorts securities on the following dates: (i) January 26, 2018; (ii) January 29, 2018; and (iii) February 12, 2018 (the "Corrective Disclosure Impact Dates").<sup>4</sup> Thus, in order for a Class Member to have a Recognized Loss, Wynn Resorts securities must have been purchased or acquired during the Class Period and held through at least one of the Corrective Disclosure Impact Dates.

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<sup>3</sup> During the Class Period, Wynn Resorts common stock was listed on the NASDAQ under the ticker symbol "WYNN."

<sup>4</sup> Plaintiffs allege that the disclosure of information on January 26, 2018, which allegedly corrected a misleading statement or omission, caused a decline in the price of Wynn Resorts securities for two consecutive trading days (*i.e.*, Friday, January 26, 2018 and Monday, January 29, 2018).



<b>Table 1</b>		
<b>Artificial Inflation in Wynn Resorts Common Stock</b>		
<b>From</b>	<b>To</b>	<b>Per-Share Price Inflation</b>
Monday, March 28, 2016	Thursday, January 25, 2018	\$48.61
Friday, January 26, 2018 <sup>5</sup>	Friday, January 26, 2018	\$27.14
Monday, January 29, 2018	Friday, February 9, 2018	\$4.03
Monday, February 12, 2018	Thereafter	\$0.00

5. The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for Wynn Resorts securities. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Wynn Resorts securities purchased during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average price during the 90-Day Lookback Period. The Recognized Loss on Wynn Resorts securities purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

6. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Wynn Resorts securities executed outside of regular trading hours for the U.S. markets shall be deemed to have occurred during the next regular trading session for the respective exchange.

#### **Per-Share Recognized Loss Calculation**

7. For each share of Wynn Resorts common stock purchased or otherwise acquired during the Class Period (*i.e.*, March 28, 2016 through February 12, 2018, inclusive), the Recognized Loss per share shall be calculated as follows:

- i. For each share of Wynn Resorts common stock purchased during the period March 28, 2016 through February 9, 2018, inclusive:
  - a) that was sold prior to January 26, 2018, at 11:59 a.m. ET, the Recognized Loss per share is \$0.
  - b) that was sold during the period January 26, 2018, at or after 11:59 a.m. ET, through February 9, 2018, inclusive, the Recognized Loss per share is the price inflation on the date of purchase/acquisition as provided in Table 1 above, *minus* the price inflation on the date of sale as provided in Table 1 above.

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<sup>5</sup> The disclosure of information on January 26, 2018, which allegedly corrected a misleading statement or omission, occurred at approximately 11:59 a.m. ET. Purchases and sales of Wynn Resorts common stock on January 26, 2018 at a price at or above \$198.00 shall be considered to have occurred prior to the alleged corrective disclosure that day, at \$48.61 per-share price inflation. Purchases and sales of Wynn Resorts common stock on January 26, 2018 at a price below \$198.00 shall be considered to have occurred after the alleged corrective disclosure that day, at \$27.14 per-share price inflation.

- c) that was sold during the period February 12, 2018 through May 10, 2018, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss per share is the *lesser of*:
1. price inflation on the date of purchase/acquisition as provided in Table 1 above; or
  2. the purchase/acquisition price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- d) that was still held as of the close of trading on May 10, 2018, the Recognized Lost per share is the *lesser of*:
1. price inflation on the date of purchase/acquisition as provided in Table 1 above; or
  2. the purchase/acquisition price *minus* the average closing price for Wynn Resorts common stock during the 90-Day Lookback Period, which is \$180.15.
- ii. For each share of Wynn Resorts common stock purchased after February 9, 2018, the Recognized Loss per share is \$0.00.

<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>	<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>	<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>
2/12/2018	\$162.92	3/14/2018	\$170.23	4/13/2018	\$175.34
2/13/2018	\$163.79	3/15/2018	\$170.92	4/16/2018	\$175.65
2/14/2018	\$163.91	3/16/2018	\$171.50	4/17/2018	\$175.98
2/15/2018	\$163.94	3/19/2018	\$171.90	4/18/2018	\$176.35
2/16/2018	\$164.01	3/20/2018	\$172.38	4/19/2018	\$176.68
2/20/2018	\$164.16	3/21/2018	\$172.62	4/20/2018	\$177.01
2/21/2018	\$164.47	3/22/2018	\$172.72	4/23/2018	\$177.34
2/22/2018	\$164.44	3/23/2018	\$172.83	4/24/2018	\$177.59
2/23/2018	\$164.74	3/26/2018	\$172.97	4/25/2018	\$177.69
2/26/2018	\$165.16	3/27/2018	\$173.13	4/26/2018	\$177.82
2/27/2018	\$165.49	3/28/2018	\$173.22	4/27/2018	\$177.96
2/28/2018	\$165.66	3/29/2018	\$173.49	4/30/2018	\$178.11
3/1/2018	\$165.48	4/2/2018	\$173.71	5/1/2018	\$178.36
3/2/2018	\$165.31	4/3/2018	\$173.90	5/2/2018	\$178.59
3/5/2018	\$165.29	4/4/2018	\$174.06	5/3/2018	\$178.81
3/6/2018	\$165.39	4/5/2018	\$174.25	5/4/2018	\$179.05
3/7/2018	\$165.57	4/6/2018	\$174.37	5/7/2018	\$179.27
3/8/2018	\$166.32	4/9/2018	\$174.52	5/8/2018	\$179.47
3/9/2018	\$167.51	4/10/2018	\$174.74	5/9/2018	\$179.80
3/12/2018	\$168.72	4/11/2018	\$174.86	5/10/2018	\$180.15
3/13/2018	\$169.51	4/12/2018	\$175.14	NA	NA

## INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

8. The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible securities that participate in the Settlement, and when those securities were purchased and sold. The number of claimants who send in claims varies widely from case to case.

9. A purchase or sale of Wynn Resorts securities shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

10. Acquisition by Gift, Inheritance, or Operation of Law: If a Class Member acquired Wynn Resorts securities during the Class Period by way of gift, inheritance or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. To the extent that Wynn Resorts securities were originally purchased prior to commencement of the Class Period, the Recognized Loss for that acquisition shall be deemed to be zero (\$0.00).

11. Notwithstanding any of the above, receipt of Wynn Resorts securities during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Wynn Resorts securities.

12. The first-in-first-out (“FIFO”) basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against Wynn Resorts common stock held as of the close of trading on March 25, 2016 (the last trading day before the Class Period begins) and then against the purchases of Wynn Resorts common stock during the Class Period.

13. The date of covering a “short sale” is deemed to be the date of purchase of shares. The date of a “short sale” is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a claimant has a short position in Wynn Resorts securities, the earliest Class Period purchases shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

14. Option contracts are not securities eligible to participate in the Settlement. With respect to Wynn Resorts securities purchased through the exercise of a call or put option, the purchase date of Wynn Resorts securities shall be the exercise date of the option and the purchase price shall be the strike price of the option. Any Recognized Loss arising from purchases of Wynn Resorts securities acquired during the Class Period through the exercise of an option on Wynn Resorts securities shall be computed as provided for other purchases of Wynn Resorts securities in the Plan of Allocation.

15. Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

16. Class Members who do not submit an acceptable Claim Form will not share in the Settlement proceeds. The Stipulation and the Judgment dismissing this Action will nevertheless bind Class Members who do not submit a request for exclusion or submit an acceptable Proof of Claim.

17. Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims-administration process, to decide the issue by submitting a written request.

18. Defendants, their respective counsel, and all other Releasees will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Plaintiffs and Lead Counsel likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

19. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (i) first, to pay any amounts mistakenly omitted from the initial disbursement; (ii) second, to pay any additional settlement administration fees, costs, and expenses, including those of Lead Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from, or otherwise effectively received by direct payment transfer initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible.