

**Exhibit 1: Stipulation and Agreement of Settlement dated
September 16, 2024**

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**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

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of September 16, 2024 (the “Stipulation” or “Settlement”), is entered into between (a) Class Representatives John V. Ferris, JoAnn M. Ferris, and Jeffrey Larsen (“Plaintiffs”), individually and on behalf of all members of the certified Class, and (b) Defendants Wynn Resorts, Ltd. (“Wynn Resorts”), Matthew O. Maddox, Stephen A. Wynn, Stephen Cootey, and Kimmarie Sinatra (collectively, “Defendants”) (together with Plaintiffs, the “Parties”). The Stipulation embodies the terms and conditions of the settlement of the above-captioned action (the “Action”).¹ Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all claims asserted therein against Defendants.

WHEREAS:

A. On February 20, 2018, this Action was commenced in the United States District Court for the Southern District of New York, styled *Ferris, et al. v. Wynn Resorts Limited, et al.*, No. 2:18-cv-00479-GMN-CWH. ECF No. 1.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

{00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 B. By Order dated March 13, 2018, this Action was transferred to the District of
2 Nevada. ECF No. 15.

3 C. By Order dated December 4, 2018, the Court appointed John V. Ferris and Joann
4 M. Ferris as Lead Plaintiffs and appointed Pomerantz LLP as Lead Counsel and Muehlbauer Law
5 Office, LTD. as liaison counsel. ECF No. 45.

6 D. On July 1, 2020, Plaintiffs filed the operative amended complaint, the Second
7 Amended Class Action Complaint (the "Complaint"). ECF No. 122. The Complaint named as
8 defendants the Defendants defined herein, as well as former defendants Craig Scott Billings, John
9 J. Hagenbuch, Robert J. Miller, Patricia Mulroy, Clark T. Randt Jr., Alvin V. Shoemaker, Daniel
10 B. Wayson, Jay L. Johnson, Ray R. Irani, and J. Edward Virtue ("Former Defendants").

11 E. On August 14, 2020, Defendants and Former Defendants moved to dismiss the
12 Complaint. ECF Nos. 125, 128, 130, 132.

13 F. After full briefing, on July 28, 2021, the Court entered an Order granting in part the
14 motions to dismiss. ECF No. 171. The Order dismissed all Former Defendants.

15 G. Thereafter, on August 31, 2021, Defendants answered the Complaint. ECF No. 176,
16 177, 178, 179.

17 H. By Order dated October 4, 2021, the Court bifurcated discovery, with Phase one
18 discovery limited to issues concerning Class Certification and Phase two discovery pertaining to
19 merits discovery. ECF No. 184.

20 I. On July 18, 2022, Plaintiffs moved for class certification. ECF No. 241. On March
21 1, 2023, after full briefing, the Court certified the Class, appointed Plaintiffs as class
22 representatives, and appointed Pomerantz LLP as class counsel and Muehlbauer Law as
23 local/liaison counsel.

24 J. By Order dated October 20, 2023, the Court approved the program and schedule
25 for notice to the Class of this pending class action, including Plaintiffs' proposed Notice of
26 Pendency of Class Action and Summary Notice of Pendency of Class Action.

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 K. On November 14, 2023, Defendants Wynn Resorts and Maddox moved for partial
2 summary judgment on the February 12, 2018 corrective disclosures (ECF No. 314), which
3 Defendants Sinatra, Cootey, and Mr. Wynn joined. ECF Nos. 324, 325, 326.

4 L. After full briefing, on May 29, 2024, the Court entered an Order denying
5 Defendants' motion for partial summary judgment without prejudice and granting Plaintiffs'
6 request for relief under Fed. R. Civ. P. 56(d). ECF No. 375.

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

14 N. This Stipulation constitutes a compromise of matters that are in dispute between
15 the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden,
16 and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and
17 this Stipulation shall in no event be construed or deemed to be evidence of, or an admission or
18 concession on the part of, any of the Defendants with respect to any claim or allegation of any
19 fault or liability or wrongdoing or damage whatsoever, or any infirmity that Defendants have, or
20 could have, asserted. Defendants expressly deny that Plaintiffs have asserted any valid claims as
21 to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or
22 damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be
23 evidence of or an admission or concession on the part of any Plaintiff of any infirmity in any of
24 the claims asserted in the Action, or an admission or concession that any of the Defendants'
25 defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however,
26 that the Action has been initiated, filed, and prosecuted by Plaintiffs in good faith and defended by

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 Defendants in good faith, that the Action is being voluntarily settled with the advice of counsel,
2 and that the terms of the Settlement are fair, adequate, and reasonable.

3 NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and among
4 Plaintiffs (individually and on behalf of the Class) and Defendants, by and through their respective
5 undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal
6 Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the
7 Settlement, all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released
8 Defendants' Claims as against the Plaintiffs' Releasees shall be settled and released, upon and
9 subject to the terms and conditions set forth below.

10 **DEFINITIONS**

11 I. As used in this Stipulation and any exhibits attached hereto and made a part hereof,
12 the following capitalized terms shall have the following meanings:

13 a. "Action" means the securities class action styled, *Ferris, et al. v. Wynn*
14 *Resorts Limited, et al.*, No. 2:18-cv-00479-CDS-BNW (D. Nev.).

15 b. "Authorized Claimant" means a Class Member who submits a Proof of
16 Claim Form to the Claims Administrator that is approved by the Court for payment from the Net
17 Settlement Fund.

18 c. "Claims Administrator" means, subject to Court approval, JND Legal
19 Administration, the previously appointed Notice Administrator (ECF No. 311), and the firm
20 retained by Plaintiffs and Lead Counsel to administer the Settlement.

21 d. "Claim" means Proof of Claim Form submitted to the Claims
22 Administrator.

23 e. "Claim Form" or "Proof of Claim Form" means the form attached hereto as
24 Exhibit A-2, or in such other form as may be approved in writing by all of the Parties acting by
25 and through their respective counsel of record in the Action and approved by the Court, that a
26

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 Claimant or Class Member must complete and submit should that Claimant or Class Member seek
2 to share in the distribution of the Net Settlement Fund.

3 f. “Class” means all individuals and entities that purchased or otherwise
4 acquired Wynn Resorts securities between March 28, 2016 and February 12, 2018, inclusive (the
5 “Class Period”), and who were damaged thereby. Excluded from the Class are Defendants, the
6 officers and directors of the Company at all relevant times, members of their immediate families
7 and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants
8 have or had a controlling interest. Also excluded from the Class are the persons and entities who
9 requested exclusion from the Class in connection with the mailing of the Class Notice. *See* ECF
10 Nos. 364, ¶ 5 & 364-1. The Parties will request that there will be no additional opportunity to
11 request exclusion from the Class.

12 g. “Class Distribution Order” means an order entered by the Court authorizing
13 and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized
14 Claimants.

15 h. “Class Member” means each person and entity who or which is a member
16 of the Class.

17 i. “Class Notice” means the Notice of Pendency of Class Action disseminated
18 to Class Members in accordance with the Court’s October 20, 2023 Order Establishing Program
19 and Schedule for Class Notice (ECF No. 311).

20 j. “Class Period” means the period between March 28, 2016 and February 12,
21 2018, inclusive.

22 k. “Complaint” means the Second Amended Class Action Complaint filed on
23 July 1, 2020.

24 l. “Court” means the United States District Court for the District of Nevada.

25 m. “Defendants” means Wynn Resorts, Matthew O. Maddox, Stephen A.
26 Wynn, Stephen Cootey, and Kimmarie Sinatra.

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 n. "Defendants' Counsel" means (a) counsel for Wynn Resorts and Mr.
2 Maddox: Kirkland & Ellis LLP and Snell & Wilmer L.L.P; (b) counsel for Ms. Sinatra: Orrick
3 Herrington & Sutcliffe LLP and Garman Turner Gordon; (c) counsel for Mr. Cootey: McNutt Law
4 Firm, P.C.; and (d) counsel for Mr. Wynn: Bird, Marella, Rhow, Lincenberg, Drooks & Nessim,
5 LLP and Campbell & Williams.

6 o. "Defendants' Releasees" means Defendants and Former Defendants, and
7 each of their current and former employers, officers, directors, employees, agents, servants,
8 representatives, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees,
9 advisors, auditors, attorneys, underwriters, insurers, and reinsurers, and each of their respective
10 heirs, executors, administrators, successors and assigns, including but not limited to Wynn Resorts
11 and any of its subsidiaries.

12 p. "Effective Date" with respect to the Settlement means the first date by
13 which all of the events and conditions specified in ¶ 36 of this Stipulation have been met and have
14 occurred or have been waived.

15 q. "Escrow Account" means an account maintained at The Huntington
16 National Bank wherein the Settlement Amount shall be deposited and held in escrow under the
17 control of Lead Counsel.

18 r. "Final" with respect to the Judgment, or any other court order, means: (i) if
19 no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under
20 the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order;
21 or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such
22 appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the
23 judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for
24 a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of
25 review, and, if certiorari or other form of review is granted, the date of final affirmance following
26 review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs, expenses, or
2 awards to Plaintiffs; (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently
3 modified); or (iii) the procedures for determining Authorized Claimants’ recognized claims, or
4 distributions of the Net Settlement Fund to Authorized Claimants, shall not in any way delay or
5 preclude a judgment from becoming Final.

6 s. “Former Defendants” means Craig S. Billings, John J. Hagenbuch, Patricia
7 Mulroy, Clark T. Randt, Jr., Alvin V. Shoemaker, Daniel B. Wayson, Jay L. Johnson, Ray R. Irani,
8 and J. Edward Virtue.

9 t. “Immediate Family Member” means any children, stepchildren, parents,
10 stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law,
11 brothers-in-law, sisters-in-law, and any other persons (other than a tenant or employee) sharing the
12 household. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a
13 state-recognized domestic relationship or civil union.

14 u. “Judgment” means the final judgment, substantially in the form attached
15 hereto as Exhibit B, to be entered by the Court approving the Settlement.

16 v. “Lead Counsel” or “Class Counsel” means Pomerantz LLP.

17 w. “Litigation Expenses” means costs and expenses incurred in connection
18 with commencing, prosecuting and settling the Action (which may include the reimbursement of
19 time, costs, and expenses of Plaintiffs directly related to their representation of the Class), for
20 which Lead Counsel intend to apply to the Court for payment from the Settlement Fund.

21 x. “Mediator” means Gregory P. Lindstrom.

22 y. “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes;
23 (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court;
24 (iv) any attorneys’ fees awarded by the Court; and (v) any awards to Plaintiffs approved by the
25 Court.

26 {00629006;1 }

27 STIPULATION AND AGREEMENT OF SETTLEMENT
28 2:18-cv-00479-CDS-BNW

1 ff. “Preliminary Approval Order” means the order, substantially in the form
2 attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement
3 and directing that notice of the Settlement be provided to the Class.

4 gg. “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15
5 U.S.C. § 78u-4 and 15 U.S.C. § 77z-1, as amended.

6 hh. “Released Claims” means all Released Defendants’ Claims and all Released
7 Plaintiffs’ Claims.

8 ii. “Released Defendants’ Claims” means all claims and causes of action of
9 every nature and description whatsoever in law, equity, or otherwise, rights, liabilities, suits, debts,
10 obligations, demands, damages, losses, judgments, matters, and issues, whether known claims or
11 unknown claims, whether arising under federal, state, local, statutory, common or foreign law,
12 whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect,
13 that arise out of or relate to the institution, prosecution, or settlement of the Action against
14 Defendants, including attorneys’ fees and costs. Released Defendants’ Claims do not include:
15 (i) any claims related to the enforcement of the Settlement; (ii) any claims against any person or
16 entity who submitted a valid request for exclusion in connection with the Class Notice;² or (iii) if
17 and only if the Court permits a second opportunity for Class Members to request exclusion from
18 the Class, any claims against any person or entity that submits a request for exclusion from the
19 Class in connection with the Settlement Notice that is accepted by the Court (the “Excluded
20 Defendants’ Claims”).

21 jj. “Released Plaintiffs’ Claims” means all claims and causes of action of every
22 nature and description whatsoever in law, equity, or otherwise, rights, liabilities, suits, debts,
23 obligations, demands, damages, losses, judgments, matters, and issues, whether known claims or
24

25 ² For the avoidance of doubt, nothing in this Stipulation or Settlement affects any defenses that
26 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.

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 unknown claims, whether arising under federal, state, local, statutory, common or foreign law,
2 whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect,
3 that (a) Plaintiffs or the Class Members asserted in the operative Complaint, or (b) could have been
4 asserted in any forum that arise out of, relate to, or are based upon the purchase, acquisition, sale,
5 disposition, or holding of Wynn Resorts securities during the Class Period. Released Plaintiffs’
6 Claims do not include: (i) any claims asserted by any person or entity who requested exclusion
7 from the Class in connection with the Class Notice; (ii) if and only if the Court permits a second
8 opportunity for Class Members to request exclusion from the Class, any claims of any person or
9 entity that submits a request for exclusion from the Class in connection with the Settlement Notice
10 that is accepted by the Court; or (iii) any claims related to the enforcement of the Settlement (the
11 “Excluded Plaintiffs’ Claims”).

12 kk. “Releasee(s)” means Defendants’ Releasees and Plaintiffs’ Releasees.

13 ll. “Settlement” means the settlement between Plaintiffs and Defendants on the
14 terms and conditions set forth in this Stipulation.

15 mm. “Settlement Amount” means \$70,000,000.

16 nn. “Settlement Fund” means the Settlement Amount plus any and all interest
17 earned thereon.

18 oo. “Settlement Hearing” means the hearing set by the Court under Rule
19 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

20 pp. “Settlement Notice” means the Notice of (I) Proposed Settlement and Plan
21 of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation
22 Expenses, substantially in the form attached hereto as Exhibit A-1, which is to be disseminated to
23 Class Members as set forth in the Preliminary Approval Order.

24 qq. “Summary Settlement Notice” means the Summary Notice of (I) Proposed
25 Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees

26 {00629006;1 }

27 STIPULATION AND AGREEMENT OF SETTLEMENT
28 2:18-cv-00479-CDS-BNW

1 and Litigation Expenses, substantially in the form attached hereto as Exhibit A-3, to be published
2 as set forth in the Preliminary Approval Order.

3 rr. "Taxes" means: (i) all federal, state and/or local taxes of any kind (including
4 any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses
5 and costs incurred by Lead Counsel in connection with determining the amount of, and paying,
6 any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys
7 and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including
8 withholding taxes.

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

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

24 Plaintiffs and Defendants acknowledge that they may hereafter discover facts in addition to or
25 different from those which they or their counsel now know or believe to be true with respect to the
26 subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly settle and

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 release, and each Class Member, upon the Effective Date, shall be deemed to have, and by
 2 operation of the Judgment, shall have, fully, finally, and forever settled and released any and all
 3 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
 4 which now exist, or heretofore have existed, upon any theory of law or equity now existing or
 5 coming into existence in the future, including, but not limited to, conduct which is negligent,
 6 intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the
 7 subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants
 8 acknowledge, and each of the Class Members and each of the other Plaintiffs' Releasees and
 9 Defendants' Releasees shall be deemed by operation of law to have acknowledged, that the
 10 foregoing waiver was separately bargained for and constitutes a key element of the Settlement.

11 tt. "Wynn Resorts" means Wynn Resorts, Ltd.

12 uu. "Wynn Resorts Securities" means Wynn Resorts common stock.

13 **PRELIMINARY APPROVAL OF SETTLEMENT**

14 2. The Parties shall execute this Stipulation no later than September 16, 2024, at which
 15 time Plaintiffs will move for preliminary approval of the Settlement and the scheduling of a hearing
 16 for consideration of final approval of the Settlement, which motion shall be unopposed by
 17 Defendants subject to their prior review and comment. Concurrently with the motion for
 18 preliminary approval, Plaintiffs shall apply to the Court for, and Defendants shall agree to, entry
 19 of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

20 3. In connection with the motion for preliminary approval of the Settlement, the
 21 Parties will jointly request that the Court not permit a second opportunity for Class Members to
 22 request exclusion from the Class. The Settlement, however, is not contingent on the Court's
 23 decision regarding whether or not a second opportunity to request exclusion from the Class shall
 24 be permitted.

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27 STIPULATION AND AGREEMENT OF SETTLEMENT
 28 2:18-cv-00479-CDS-BNW

RELEASE OF CLAIMS

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2 4. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the
3 full and final disposition of the Action as against Defendants; and (ii) the releases provided for
4 herein.

5 5. Pursuant to the Judgment, without further action by anyone, upon the Effective
6 Date of the Settlement, Plaintiffs and each of the Class Members, on behalf of themselves, and
7 their respective heirs, executors, administrators, predecessors, successors, assigns, representatives,
8 attorneys, and agents in their capacities as such, shall be deemed to have, and by operation of this
9 Stipulation, law, and of the Judgment shall have, fully, finally and forever compromised, settled,
10 released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim
11 against Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or
12 all of the Released Plaintiffs' Claims against any of Defendants' Releasees. This Release shall not
13 apply to any of the Excluded Plaintiffs' Claims.

14 6. Pursuant to the Judgment, without further action by anyone, upon the Effective
15 Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors,
16 administrators, predecessors, successors, assigns, representatives, attorneys, and agents in their
17 capacities as such, shall be deemed to have, and by operation of this Stipulation, law, and of the
18 Judgment shall have, fully, finally and forever compromised, settled, released, resolved,
19 relinquished, waived, and discharged each and every Released Defendants' Claim against
20 Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the
21 Released Defendants' Claims against any of Plaintiffs' Releasees. This Release shall not apply to
22 any of the Excluded Defendants' Claims.

23 7. Pursuant to the Judgment, without further action by anyone, upon the Effective
24 Date of the Settlement, each Defendant, on behalf of themselves, and their respective heirs,
25 executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents
26 in their capacities as such, shall be deemed to have, and by operation of this Stipulation, law, and

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved,
 2 relinquished, waived, and discharged against the other Defendants and their respective current and
 3 former employers, officers, directors, employees, agents, servants, representatives, parents,
 4 affiliates, subsidiaries, successors, predecessors, assigns, assignees, advisors, auditors, attorneys,
 5 and each of their respective heirs, executors, administrators, successors and assigns, including but
 6 not limited to Wynn Resorts and any of its subsidiaries, any and all claims and causes of action of
 7 every nature and description whatsoever in law, equity, or otherwise, rights, liabilities, suits, debts,
 8 obligations, demands, damages, losses, judgments, matters, and issues, whether known claims or
 9 unknown claims, whether arising under federal, state, local, statutory, common or foreign law,
 10 whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect,
 11 that arise out of or relate in any way to the Action, the prosecution or defense of the Action, or the
 12 settlement of the Action, including attorneys' fees and costs. This Release shall not apply to any
 13 of the Excluded Defendants' Claims.

14 8. Notwithstanding ¶¶ 5–7 above, nothing in the Judgment shall bar any action by any
 15 of the Parties to enforce or effectuate the terms of this Stipulation or Judgment.

16 9. The Judgment shall, among other things, provide for the dismissal with prejudice
 17 of the Action against the Defendants, without costs to any Party, except for the payments expressly
 18 provided for herein.

19 **CONTRIBUTION BAR ORDER**

20 10. The Parties shall request that the Court enter a Contribution Bar Order in the
 21 Final Order and Judgment as follows: To the fullest extent permitted by law, any and all claims
 22 for contribution or indemnity, however denominated, based upon or arising out of the Action (a) by
 23 any person or entity against any of Defendants' Releasees, or (b) by any of Defendants' Releasees
 24 against any other person or entity, other than a person or entity whose liability has been
 25 extinguished by the Settlement, are permanently barred, extinguished, and discharged to the fullest

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27 STIPULATION AND AGREEMENT OF SETTLEMENT
 28 2:18-cv-00479-CDS-BNW

1 extent permitted by law (the “Bar Order”); provided, however, the Bar Order shall not release any
 2 of Excluded Defendants’ Claims or Excluded Plaintiffs’ Claims.

3 **THE SETTLEMENT CONSIDERATION**

4 11. In consideration of the Settlement and the release of the Released Plaintiffs’ Claims
 5 against Defendants and the other Defendants’ Releasees, Defendants and/or their insurers shall
 6 cause the Settlement Amount to be deposited into the Escrow Account within thirty (30) calendar
 7 days of Preliminary Approval of the Settlement, provided that Lead Counsel has submitted to
 8 Defendants’ Counsel both wire instructions, including bank name and address, account name and
 9 number, SWIFT Code, and any other payment information that may be reasonably requested (and
 10 verbal confirmation of such instructions from an authorized representative of payee, whose contact
 11 information shall be provided) and a Form W-9 with a tax identification number for the Escrow
 12 Account. The Settlement Amount represents the entirety of Defendants’ financial obligations
 13 under this Stipulation and in connection with this Settlement, and any claim for attorneys’ fees,
 14 reimbursement of Litigation Expenses, awards to Plaintiffs, and all Notice and Administration
 15 Costs (except for payment for the CAFA notice as discussed in ¶ 44) shall be paid from the
 16 Settlement Amount. Except for payment for the CAFA notice as discussed in ¶ 44, under no
 17 circumstances will Defendants or any of their insurers be required to pay, or cause payment of,
 18 more than the Settlement Amount pursuant to this Stipulation and the Settlement for any reason
 19 whatsoever, including, without limitation, as compensation to any Settlement Class Member, as
 20 payment of attorneys’ fees and expenses awarded by the Court, in payment of any fees or expenses
 21 incurred by any Class Member or Plaintiffs’ counsel, or as interest on the Settlement Amount of
 22 any kind and relating to any time period (including prior to the payment of the Settlement Amount
 23 into the Escrow Account).

24 **USE OF SETTLEMENT FUND**

25 12. Subject to the terms and conditions of this Stipulation and the Settlement, the
 26 Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs

27 {00629006;1 }

28 STIPULATION AND AGREEMENT OF SETTLEMENT
 2:18-cv-00479-CDS-BNW

1 (except for payment for the CAFA notice as discussed in ¶ 44); (c) any attorneys' fees and
2 Litigation Expenses awarded by the Court; and (d) any awards to Plaintiffs approved by the Court.
3 The balance remaining in the Settlement Fund (the Net Settlement Fund) shall be distributed to
4 Authorized Claimants as provided below, or as otherwise ordered by the Court.

5 13. Except as provided herein or pursuant to orders of the Court, the Net Settlement
6 Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow
7 Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction
8 of the Court until such time as the funds shall be distributed or returned pursuant to the terms of
9 this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the
10 Escrow Account exclusively in United States Treasury Bills or other instruments secured by the
11 full faith and credit of the United States (or a mutual fund invested solely in such instruments) and
12 shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to
13 the amount that is insured by the FDIC may be deposited in any account that is fully insured by
14 the FDIC. Additionally, if short-term placement of the funds is necessary, all or any portion of the
15 funds held by the Escrow Agent may be deposited in any account that is fully invested by the FDIC
16 or backed by the full faith and credit of the United States.

17 14. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement
18 Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as
19 administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3),
20 shall be solely responsible for filing or causing to be filed all informational and other tax returns
21 as may be necessary or appropriate (including, without limitation, the returns described in Treasury
22 Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for
23 causing payment to be made from the Settlement Fund of any Taxes owed with respect to the
24 Settlement Fund. Defendants' Releasees shall not have any liability or responsibility for any such
25 Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in
26 Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of the Settlement Fund within

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are
2 necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back
3 election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement
4 Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all
5 actions as may be necessary or appropriate in connection therewith.

6 15. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the
7 Escrow Agent pursuant to the disbursement instructions to be set forth in the Escrow Agreement,
8 and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well
9 as the election set forth therein) shall be consistent with the previous paragraph and in all events
10 shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the
11 Settlement Fund as provided herein. Defendants’ Releasees shall have no responsibility or liability
12 for the acts or omissions of the Claims Administrator, the Escrow Agent, Lead Counsel, or their
13 agents with respect to the payment of Taxes, as described herein.

14 16. The Settlement is not a claims-made settlement. Upon the occurrence of the
15 Effective Date, no Defendants’ Releasee, or any other person or entity who or which paid any
16 portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any
17 portion thereof for any reason whatsoever, including without limitation, the number of Claim
18 Forms submitted, the collective amount of recognized claims of Authorized Claimants, the
19 percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net
20 Settlement Fund.

21 17. Notwithstanding the fact that the Effective Date of the Settlement has not yet
22 occurred, Lead Counsel may pay from the Settlement Fund, without further approval from
23 Defendants or further order of the Court, Notice and Administration Costs actually incurred and
24 paid or payable, which shall not exceed \$500,000. Such costs and expenses shall include, without
25 limitation, the actual costs of printing and mailing the Settlement Notice, publishing the Summary
26 Settlement Notice, reimbursements to nominee owners for forwarding the Settlement Notice to
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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 their beneficial owners, costs associated with the Class Notice and maintaining the notice website,
2 the administrative expenses incurred and fees charged by the Claims Administrator in connection
3 with providing notice, administering the Settlement (including processing the submitted Claims),
4 and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant
5 to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including
6 any related fees, shall not be returned or repaid to any of the Defendants' Releasees, or any other
7 person or entity who or which paid any portion of the Settlement Amount.

8 **ATTORNEYS' FEES, LITIGATION EXPENSES, AND PLAINTIFF AWARDS**

9 18. Lead Counsel will apply to the Court for a collective award of attorneys' fees to
10 Plaintiffs' Counsel to be paid solely from (and out of) the Settlement Fund. Lead Counsel also will
11 apply to the Court for payment of Litigation Expenses, which may include a request for
12 reimbursement of time, costs, and expenses of Plaintiffs directly related to their representation of
13 the Class, to be paid from (and out of) the Settlement Fund. Lead Counsel's application for
14 attorneys' fees and Litigation Expenses is not the subject of any agreement between Defendants
15 and Plaintiffs other than what is set forth in this Stipulation. The Court's consideration of Lead
16 Counsel's application for attorneys' fees and Litigation Expenses shall be independent of its
17 consideration of the fairness, reasonableness, and adequacy of the Settlement, and the effectiveness
18 of the Settlement shall not depend on the amount of attorneys' fees and/or Litigation Expenses
19 awarded.

20 19. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be
21 paid to Lead Counsel upon final approval of the Settlement by the Court, notwithstanding the
22 existence of any timely filed objections thereto or any appeals that may be taken, subject to the
23 joint and several obligation of all counsel who receive any award of attorneys' fees and costs to
24 make full refunds or repayments to the Escrow Account plus interest earned thereon if the award
25 is lowered or the Settlement is disapproved by a final order not subject to further review. An award
26 of attorneys' fees or Litigation Expenses is not a necessary term of this Stipulation and is not a

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 condition of the Settlement embodied herein. Neither Plaintiffs nor Lead Counsel may cancel or
2 terminate the Settlement based on this Court's or any appellate court's ruling with respect to
3 attorneys' fees or Litigation Expenses.

4 20. Defendants' Releasees shall have no responsibility for or liability whatsoever with
5 respect to the payment, allocation, or award of attorneys' fees or Litigation Expenses. The
6 attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel shall be payable
7 solely from the Settlement Fund in the Escrow Account.

8 **SETTLEMENT NOTICE AND ADMINISTRATION**

9 21. As part of the Preliminary Approval Order, Plaintiffs shall seek appointment of a
10 Claims Administrator. The Claims Administrator shall administer the Settlement, including, but
11 not limited to the process of receiving, reviewing and approving or denying Claims, under Lead
12 Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any
13 other Defendants' Releasees, shall have any involvement in or any responsibility, authority, or
14 liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the
15 administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund,
16 and shall have no liability whatsoever to any person or entity, including, but not limited to,
17 Plaintiffs, any other Class Members, or Lead Counsel in connection with the foregoing.
18 Defendants' Counsel shall cooperate in the administration of the Settlement to the extent
19 reasonably necessary to effectuate its terms.

20 22. In accordance with the terms of the Preliminary Approval Order to be entered by
21 the Court, Lead Counsel shall cause the Claims Administrator to mail or email the Settlement
22 Notice and Proof of Claim Form to those members of the Class as may be identified through
23 reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Summary
24 Notice published in accordance with the terms of the Preliminary Approval Order to be entered by
25 the Court.

26 {00629006;1 }

27 STIPULATION AND AGREEMENT OF SETTLEMENT
28 2:18-cv-00479-CDS-BNW

1 23. The Claims Administrator shall receive Claims and determine first, whether the
2 Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share
3 of the Net Settlement Fund based upon each Authorized Claimant's recognized claim compared
4 to the total recognized claims of all Authorized Claimants (as set forth in the Plan of Allocation
5 set forth in the Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation
6 as the Court approves).

7 24. The Plan of Allocation proposed in the Settlement Notice is not a necessary term
8 of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this
9 Stipulation that any particular plan of allocation must be approved by the Court. Plaintiffs and
10 Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's
11 or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation
12 in this Action. No Defendant, nor any other Defendants' Releasees, shall have any involvement
13 with or liability, obligation or responsibility whatsoever for the application of the Court-approved
14 plan of allocation.

15 25. Any Class Member who does not submit a valid Claim Form by the deadline set by
16 the Court (unless and to the extent the deadline is extended by the Court) will not be entitled to
17 receive any distribution from the Net Settlement Fund, but will, nevertheless, upon the occurrence
18 of the Effective Date, be bound by all of the terms of this Stipulation and Settlement (including
19 the terms of the Judgment) and the releases provided for herein and therein, and will be
20 permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind
21 against any of the Defendants or any of the other Defendants' Releasees with respect to the
22 Released Plaintiffs' Claims.

23 26. Any Class Member who or which has not timely and validly requested exclusion
24 from the Class in connection with Class Notice (or, if, and only if, the Court permits a second
25 opportunity for Class Members to request exclusion from the Class, has not timely and validly
26 requested exclusion from the Class in connection with the Settlement Notice): (a) shall be deemed

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 to have waived his, her, or its right to be excluded from the Class; (b) shall be forever barred from
2 requesting exclusion from the Class in this or any other proceeding; (c) shall be bound by the
3 provisions of this Stipulation, the Settlement, and all proceedings, determinations, orders, and
4 judgments in the Action relating to the Settlement, including, but not limited to, the Judgment and
5 the releases provided for therein, whether favorable or unfavorable to the Class; and (d) shall be
6 barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims
7 against any of the Defendants' Releasees.

8 27. Lead Counsel shall be responsible for supervising the administration of the
9 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No
10 Defendant, or any other Defendants' Releasees, shall be permitted to review, contest or object to
11 any Claim Form, or any decision of the Claims Administrator or Lead Counsel with respect to
12 accepting or rejecting any Claim for payment by a Class Member. Lead Counsel shall have the
13 right, but not the obligation, to waive what it deems to be formal or technical defects in any Claim
14 Forms submitted in the interests of achieving substantial justice. To the extent any monies remain
15 in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the
16 Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall
17 conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses
18 incurred in administering the Settlement, including for such re-distribution, to Authorized
19 Claimants who have cashed their initial distributions and who would receive at least \$10.00 from
20 such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their
21 prior checks and who would receive at least \$10.00 on such additional re-distributions may occur
22 thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that
23 additional re-distributions, after the deduction of any additional fees and expenses incurred in
24 administering the Settlement, including for such re-distributions, would be cost-effective. At such
25 time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is
26 not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 organization(s), to be recommended by Lead Counsel and approved by the Court, or as otherwise
2 ordered by the Court.

3 28. The Net Settlement Fund shall be distributed to Authorized Claimants only after
4 the later of the Effective Date; the Court having approved a plan of allocation in an order that has
5 become Final; and the Court issuing a Class Distribution Order that has become Final.

6 29. For purposes of determining the extent, if any, to which a Class Member shall be
7 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

8 a. Each Class Member shall be required to submit a Claim Form, substantially
9 in the form attached hereto as Exhibit A-2, supported by such documents as
10 are designated therein, including proof of the Claimant's loss, or such other
11 documents or proof as the Claims Administrator or Lead Counsel, in their
12 discretion, may deem acceptable;

13 b. All Claim Forms must be submitted by the date set by the Court in the
14 Preliminary Approval Order and specified in the Settlement Notice. Any
15 Class Member who fails to submit a Claim Form by such date shall be
16 forever barred from receiving any distribution from the Net Settlement Fund
17 or payment pursuant to this Stipulation (unless by Order of the Court such
18 Class Member's Claim Form is accepted), but shall in all other respects be
19 bound by all of the terms of this Stipulation and the Settlement, including
20 the terms of the Judgment and the releases provided for herein and therein,
21 and will be permanently barred and enjoined from bringing any action,
22 claim or other proceeding of any kind against any Defendants' Releasees
23 with respect to any Released Plaintiffs' Claim. Provided that it is mailed by
24 the claim-submission deadline, a Claim Form shall be deemed to be
25 submitted when postmarked, if received with a postmark indicated on the
26 envelope and if mailed by first-class mail and addressed in accordance with

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28 STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

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the instructions thereon. In all other cases, including online submission via the Settlement website, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

c. Each Claim Form shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

d. Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

e. If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall

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1 distributions that are made substantially in accordance with this Stipulation and the Settlement, the
2 plan of allocation approved by the Court, or further orders of the Court.

3 34. All proceedings with respect to the administration, processing and determination of
4 Claims and the determination of all controversies relating thereto, including disputed questions of
5 law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.
6 All Settlement Class Members and Parties to this Settlement expressly waive trial by jury (to the
7 extent any such right may exist) and any right of appeal or review with respect to such
8 determinations.

9 **TERMS OF THE JUDGMENT**

10 35. If the Settlement contemplated by this Stipulation is approved by the Court, Lead
11 Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in
12 the form attached hereto as Exhibit B.

13 36. The Effective Date of the Settlement shall be deemed to occur on the occurrence or
14 waiver of all of the following events:

- 15 a. the Court has entered the Preliminary Approval Order, substantially in the form set
16 forth in Exhibit A attached hereto, as required by ¶ 2 above;
- 17 b. the Settlement Amount has been deposited into the Escrow Account in accordance
18 with the provisions of ¶ 11 above;
- 19 c. the time for Defendants and Plaintiffs to exercise their option to terminate the
20 Settlement pursuant to the provisions of this Stipulation has expired or otherwise
21 been waived; and
- 22 d. the Court has approved the Settlement as described herein, following notice to the
23 Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil
24 Procedure, and entered the Judgment and the Judgment has become Final.

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28 STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 37. Upon the occurrence of all of the events referenced in ¶ 36 above, any and all
2 remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely
3 and forever extinguished and the releases herein shall be effective.

4 38. If (i) Defendants exercise their right to terminate the Settlement as provided in this
5 Stipulation; (ii) Plaintiffs exercise their right to terminate the Settlement as provided in this
6 Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the
7 Settlement otherwise fails to occur, then:

- 8 a. The Settlement and the relevant portions of this Stipulation shall be canceled and
9 terminated.
- 10 b. Plaintiffs and Defendants shall revert to their respective positions in the Action as
11 of August 22, 2024.
- 12 c. The terms and provisions of this Stipulation, with the exception of this ¶ 38 and
13 ¶¶ 17, 19, 45, and 62, shall have no further force and effect with respect to the
14 Parties and shall not be used in the Action or in any other proceeding for any
15 purpose, and any Judgment, or order entered by the Court in accordance with the
16 terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.
- 17 d. Within five (5) business days after joint written notification of termination is sent
18 by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement
19 Fund (including accrued interest thereon and any funds received by Lead Counsel
20 consistent with ¶ 19 above), less any expenses and any costs which have either been
21 disbursed or incurred and chargeable to Notice and Administration Costs and less
22 any Taxes paid, or due or owing, shall be refunded by the Escrow Agent to
23 Defendants pursuant to Defendants' instructions, to be provided in the event of a
24 termination. In the event that the funds received by Lead Counsel consistent with
25 ¶ 19 have not been refunded to the Settlement Fund within the five (5) business
26 days specified in this paragraph, those funds shall be refunded by the Escrow Agent

27 {00629006;1 }

STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 to Defendants pursuant to Defendants' instructions, to be provided in the event of
2 a termination, immediately upon those funds' deposit into the Escrow Account
3 consistent with ¶ 19 above.

4 39. It is further stipulated and agreed that Plaintiffs and Defendants shall each have the
5 right, but not the obligation, to terminate the Settlement and this Stipulation, by providing written
6 notice of their election to do so (the "Termination Notice") to the other Parties to this Stipulation
7 within ten (10) calendar days of: (a) the Court's final refusal to enter the Preliminary Approval
8 Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material
9 part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the
10 Settlement; or (d) the date upon which the Judgment is modified or reversed in any material
11 respect. However, any decision or proceeding, whether in this Court or any appellate court, with
12 respect to an application for attorneys' fees or Litigation Expenses or with respect to any plan of
13 allocation, shall not be considered material to the Settlement, shall not affect the finality of any
14 Judgment, and shall not be grounds for termination of the Settlement.

15 40. In addition to the grounds set forth in ¶ 39 above, if and only if the Court permits a
16 second opportunity for Class Members to request exclusion from the Class, and such Class
17 Members file with the Court valid and timely requests for exclusion from the Class in accordance
18 with the Preliminary Approval Order, and such Persons in the aggregate have purchased or
19 otherwise acquired Wynn Resorts Securities in an amount that equals or exceeds the sum specified
20 in a separate confidential supplemental agreement between the Parties (the "Supplemental
21 Agreement"), Defendants shall have the option, at their sole discretion, to terminate this
22 Stipulation and render it null and void in accordance with the procedures set forth in the
23 Supplemental Agreement. The Supplemental Agreement, which is being executed concurrently
24 herewith, is confidential and shall not be filed with the Court unless the Court orders disclosure of
25 the Supplemental Agreement or some or all of its contents. If ordered by the Court, the
26 Supplemental Agreement and/or any of its terms may be disclosed to the Court *in camera* for the

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 purposes of approval of the Settlement, but such disclosure shall be carried out to the fullest extent
2 possible in accordance with the practices of the Court so as to preserve the confidentiality of the
3 terms of the Supplemental Agreement. In the event that the Court orders the Supplemental
4 Agreement or some or all of its contents to be publicly disclosed, including in the Settlement
5 Notice and/or filed with the Court, all terms of the Supplemental Agreement other than those
6 relating to the confidentiality shall remain in full force and effect, and any such order by the Court
7 for disclosure of the Supplemental Agreement or some or all of its contents shall not constitute a
8 basis for any Party to void the Settlement. In the event of a termination of this Settlement pursuant
9 to the Supplemental Agreement, this Stipulation and Settlement shall become null and void and of
10 no further force and effect, except that the provisions of ¶ 38 above shall survive termination.

11 **NO ADMISSION OF WRONGDOING**

12 41. This Stipulation (whether or not consummated), including the exhibits hereto and
13 the Plan of Allocation contained therein (or any other plan of allocation that may be approved by
14 the Court), the Judgment, the Supplemental Agreement, the negotiations leading to the execution
15 of this Stipulation, and any proceedings taken pursuant to or in connection with this Stipulation or
16 approval of the Settlement (including any arguments proffered in connection therewith) shall not
17 be:

- 18 a. offered against any of the Defendants' Releasees as evidence of, or construed as,
19 or deemed to be evidence of any presumption, concession, or admission by any of
20 the Defendants' Releasees with respect to (a) the truth of any fact alleged by
21 Plaintiffs; (b) the validity of any claim that was or could have been asserted in this
22 Action or in any other litigation; (c) the deficiency of any defense that has been or
23 could have been asserted in this Action or in any other litigation; or (d) any liability,
24 negligence, fault, or other wrongdoing of any kind of any of the Defendants'
25 Releasees; or (ii) in any way referred to for any other reason against any of the
26 Defendants' Releasees, in any civil, criminal, or administrative action or

27 {00629006;1 }

28 STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

- 1 proceeding (including any arbitration), other than such proceedings as may be
2 necessary to effectuate the provisions of this Stipulation;
- 3 b. offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or
4 deemed to be evidence of any presumption, concession, or admission by any of the
5 Plaintiffs' Releasees (a) that any of their claims are without merit, that any of the
6 Defendants had meritorious defenses, or that damages recoverable under the
7 Complaint would not have exceeded the Settlement Amount; or (b) with respect to
8 any liability, negligence, fault or wrongdoing of any kind; or (ii) in any way
9 referred to for any other reason against any of the Plaintiffs' Releasees, in any civil,
10 criminal, or administrative action or proceeding (including any arbitration), other
11 than such proceedings as may be necessary to effectuate the provisions of this
12 Stipulation; or
- 13 c. shall be construed against any of the Releasees as an admission, concession, or
14 presumption that the consideration to be given hereunder represents the amount
15 which could be or would have been recovered after trial; *provided, however*, that if
16 this Stipulation is approved by the Court, the Parties and the Releasees and their
17 respective counsel may refer to it to effectuate the protections from liability granted
18 hereunder or otherwise to enforce the terms of the Settlement.

19 **DISPUTE RESOLUTION**

20 42. If any disputes arise out of the finalization of the Settlement documentation or the
21 Settlement itself prior to Lead Plaintiff filing a motion for preliminary approval of the Settlement,
22 those disputes (after good faith attempts at resolution between the Parties) will be resolved by the
23 Mediator, first by way of expedited telephonic mediation and, if unsuccessful, then by final,
24 binding, non-appealable arbitration by the Mediator. The Parties shall each bear their own costs
25 and expenses in connection with any mediation proceedings set forth herein.

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27 STIPULATION AND AGREEMENT OF SETTLEMENT
28 2:18-cv-00479-CDS-BNW

MISCELLANEOUS PROVISIONS

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2 43. All of the exhibits attached hereto are hereby incorporated by reference as though
3 fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or
4 inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto,
5 the terms of the Stipulation shall prevail.

6 44. As set forth in the Class Action Fairness Act of 2005 (“CAFA”), Defendants shall
7 timely serve a CAFA notice within fourteen (14) calendar days of the filing of this Stipulation with
8 the Court. Defendants shall be responsible for all costs and expenses related thereto. At least four
9 (4) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead
10 Counsel proof of compliance with the notice requirements of CAFA. The parties agree that any
11 delay by Defendants in timely serving the CAFA notice will not provide grounds for delay of the
12 Settlement Hearing or entry of the Judgment.

13 45. The Parties intend this Stipulation and the Settlement to be a final and complete
14 resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class
15 Members against Defendants’ Releasees with respect to the Released Plaintiffs’ Claims.
16 Accordingly, except in the event of the termination of this Settlement, Plaintiffs and their counsel
17 and Defendants and their counsel agree not to assert in any forum that this Action was brought by
18 Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. No Party shall
19 assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to
20 the institution, prosecution, defense, or settlement of this Action. The Parties agree that the
21 amounts paid and the other terms of the Settlement were negotiated at arm’s-length and in good
22 faith by the Parties, including through a mediation process, and reflect the Settlement that was
23 reached voluntarily after extensive negotiations and consultation with experienced legal counsel,
24 who were fully competent to assess the strengths and weaknesses of their respective clients’ claims
25 or defenses.

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27 STIPULATION AND AGREEMENT OF SETTLEMENT
28 2:18-cv-00479-CDS-BNW

1 46. Defendants retain their right to deny that the claims asserted in the Action were
2 meritorious and to deny any wrongdoing. Plaintiffs retain their right to assert that their claims in
3 the Action were meritorious. However, in any statement made on a website, social media, to the
4 public, or to any media representative (whether or not for attribution), Defendants and their counsel
5 will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that
6 the Action was commenced and prosecuted in good faith and is being settled voluntarily after
7 consultation with competent legal counsel. Similarly, in any statement made on a website, social
8 media, to the public, or to any media representative (whether or not for attribution), Plaintiffs and
9 their counsel will not assert that Defendants' defenses were asserted in bad faith, nor will they
10 deny that Defendants defended the Action in good faith and that the Action is being settled
11 voluntarily after consultation with competent legal counsel. None of the Parties, nor any of the
12 Parties' respective attorneys or representatives, shall issue any press release or make any other
13 public statement which disparages any Party or accuses any Party of any wrongdoing.

14 47. The terms of the Settlement, as reflected in this Stipulation, may not be modified
15 or amended, nor may any of its provisions be waived except by a writing signed on behalf of both
16 Plaintiffs and Defendants (or their successors-in-interest).

17 48. The headings herein are used for the purpose of convenience only and are not meant
18 to have legal effect.

19 49. The administration and consummation of the Settlement as embodied in this
20 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the
21 purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to
22 Plaintiffs' Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation
23 (or such other plan of allocation as may be approved by the Court) and the distribution of the Net
24 Settlement Fund to Class Members.

25 50. The waiver by one Party of any breach of this Stipulation by any other Party shall
26 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

1 51. This Stipulation and its exhibits and the Supplemental Agreement constitute the
2 entire agreement between Plaintiffs and Defendants concerning the Settlement and this Stipulation
3 and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or
4 inducements have been made by any Party hereto that preempt or conflict with this Stipulation, its
5 exhibits, or the Supplemental Agreement.

6 52. This Stipulation may be executed in one or more counterparts and exchanged
7 among the parties by facsimile or email of the .pdf or .tif image of the signature. The signatures so
8 transmitted shall be given the same effect as the original signatures. All executed counterparts and
9 each of them shall be deemed to be one and the same instrument.

10 53. This Stipulation shall be binding upon and inure to the benefit of the successors and
11 assigns of the Parties, including any and all Releasees and any corporation, partnership, or other
12 entity into or with which any Party hereto may merge, consolidate, or reorganize.

13 54. The construction, interpretation, operation, effect and validity of this Stipulation,
14 the Supplemental Agreement, and all documents necessary to effectuate it shall be governed by
15 the internal laws of the State of Nevada without regard to conflicts of laws, except to the extent
16 that federal law requires that federal law govern.

17 55. Any action arising under or to enforce this Stipulation or any portion thereof, shall
18 be commenced and maintained only in this Court.

19 56. This Stipulation shall not be construed more strictly against one Party than another
20 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of
21 the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties
22 and all Parties have contributed substantially and materially to the preparation of this Stipulation.

23 57. All counsel and any other person executing this Stipulation and any of the exhibits
24 hereto, or any related Settlement documents, warrant and represent that they have the full authority
25 to do so and that they have the authority to take appropriate action required or permitted to be
26 taken pursuant to the Stipulation to effectuate its terms.

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

(310) 201-2100
gsl@birdmarella.com

60. Except as otherwise provided herein, each Party shall bear its own costs.

61. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential consistent with Fed. R. Evid. 408 and similar principles.

62. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

63. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of September 16, 2024.

For Plaintiffs and the Class:

By: 
POMERANTZ LLP
Jeremy Lieberman
Murielle Steven Walsh
600 Third Avenue, 20th Floor
New York, New York 10016
(212) 661-1100
jalieberman@pomlaw.com
mjsteven@pomlaw.com

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

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For Wynn Resorts and Mr. Maddox:

By: 
KIRKLAND & ELLIS LLP
Mark Holscher
2049 Century Park East, 37th Floor
Los Angeles, California 90067
(213) 680-8190
mark.holscher@kirkland.com

For Ms. Sinatra:

By: 
ORRICK HERRINGTON & SUTCLIFFE LLP
James Neil Kramer
405 Howard St.
San Francisco, CA 94105
(415) 773-5700
jkramer@orrick.com

For Mr. Cootey:

By: 
M McNUTT LAW FIRM, P.C.
Daniel R. McNutt
11441 Allerton Park Dr. #100
Las Vegas, Nevada 89135
(702) 384-1170
drm@mcnuttlawfirm.com

For Mr. Wynn:

By: 
**BIRD, MARELLA, RHOW, LINCENBERG,
DROOKS & NESSIM, LLP**
Gary S. Lincenberg
1875 Century Park East, 23rd Floor
Los Angeles, California 90067
(310) 201-2100
gsl@birdmarella.com

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STIPULATION AND AGREEMENT OF SETTLEMENT
2:18-cv-00479-CDS-BNW

Exhibit A: [Proposed] Preliminary Approval Order

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

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

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

Plaintiffs,

v.

WYNN RESORTS LIMITED, et al.,

Defendants.

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, Class Representatives John V. Ferris, JoAnn M. Ferris, and Jeffrey Larsen (“Plaintiffs”), individually and on behalf of all members of the certified Class, and (b) Defendants Wynn Resorts, Ltd. (“Wynn Resorts”), Matthew O. Maddox, Stephen A. Wynn, Stephen Cootey, and Kimmarie Sinatra (collectively, “Defendants”) (together with Plaintiffs, the “Parties”), entered into the Stipulation and Agreement of Settlement dated September 16, 2024 (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits attached thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the above-captioned class action pending before the Court (the “Action”); and the Court having considered the Stipulation and the exhibits thereto, and Plaintiffs’ motion and supporting papers, and finding that substantial and sufficient grounds exist for entering this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this __ day of _____, 2024, that:

1. Capitalized terms used herein have the meanings defined in the Stipulation.
2. The Court finds that (a) the Stipulation resulted from good faith, arm’s length negotiations, and (b) it will likely be able to finally approve the Settlement under Rule 23(e)(2) as

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1 being fair, reasonable, and adequate to Class Members, so that providing notice of the Settlement
2 to Class Members and holding a Settlement Hearing is warranted.

3 3. The Court hereby preliminarily approves the Settlement, subject to further
4 consideration at a hearing (“Settlement Hearing”) pursuant to Federal Rule of Civil Procedure
5 23(e), which is hereby scheduled to be held before the Court [choose one: in-
6 person/telephonically/via Zoom] on _____ 2024 at __:___ .m. for the following
7 purposes:

- 8 a. to determine finally whether the Settlement is fair, reasonable, and
9 adequate, and should be approved by the Court;
- 10 b. to determine finally whether the Judgment as provided under the Stipulation
11 should be entered, dismissing the Action on the merits and with prejudice,
12 and to determine, among other things, whether the releases set forth in the
13 Stipulation should be ordered;
- 14 c. to determine finally whether the proposed Plan of Allocation for the
15 distribution of the Net Settlement Fund is fair and reasonable and should be
16 approved by the Court;
- 17 d. to consider any application of Lead Counsel, on behalf all Plaintiffs’
18 Counsel, for attorney’s fees and Litigation Expenses, or an application for
19 an award to Plaintiffs;
- 20 e. to consider Class Members’ objections to the Settlement, if any, provided
21 that they validly submitted an objection in accordance with this Order and
22 the Settlement Notice; and
- 23 f. to rule upon such other matters as the Court may deem appropriate.

24 4. The Court reserves the right to adjourn the Settlement Hearing to a later date and
25 to approve the Settlement without modification, or with such modifications as may be agreed to
26 by the Parties, and with or without further notice of any kind. The Court further reserves the right
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1 to enter Judgment approving the Settlement and dismissing the Action, on the merits and with
2 prejudice, regardless of whether it has approved the Plan of Allocation or awarded fees or
3 expenses.

4 5. The Court approves the form, substance, and requirements of (a) the Settlement
5 Notice, (b) the Proof of Claim Form, and (c) the Summary Settlement Notice, all of which are
6 exhibits to the Stipulation.

7 6. Lead Counsel have the authority to enter into the Settlement on behalf of the Class
8 and has the authority to act on behalf of the Class with respect to all acts or consents required by
9 or that may be given pursuant to the Stipulation or such other acts that are reasonably necessary to
10 consummate the Settlement.

11 7. For settlement purposes only, JND Legal Administration is appointed and approved
12 as the Claims Administrator to supervise and administer the notice procedure as well as the
13 processing of Claims. As provided in the Stipulation, prior to the Effective Date of the Settlement
14 up to \$500,000 in Notice and Administration Costs may be paid to the Claims Administrator
15 without further order of this Court.

16 8. Within sixteen (16) calendar days of the entry of this Order, Lead Counsel, through
17 the Claims Administrator, shall either (a) email the Settlement Notice and Proof of Claim Form,
18 substantially in the form annexed to the Stipulation as Exhibits A-1 and A-2, to Class Members
19 for whom the Claims Administrator is able to obtain email addresses, or (b) mail the Settlement
20 Notice and Proof of Claim Form by first-class mail, postage prepaid, to Class Members who can
21 be identified with reasonable effort by Lead Counsel, through the Claims Administrator.

22 9. In the previously disseminated Class Notice, nominees and custodians were advised
23 that if they purchased or otherwise acquired Wynn Resorts securities during the Class Period for
24 the beneficial interest of any person or entity other than themselves, they must, within seven (7)
25 calendar days of receipt of the Class Notice, either: (a) request from the Notice Administrator
26 sufficient copies of the Notice to forward to all beneficial owners within seven (7) days of receipt,

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1 or (b) provide a list of the names and addresses of all beneficial owners to the Notice Administrator
2 to promptly send the Notice directly to all beneficial owners.

3 a. For nominees who chose the first option (*i.e.*, elected to mail the Class
4 Notice directly to beneficial owners), the Claims Administrator shall
5 forward the same number of Settlement Notices and Proof of Claim Forms
6 (together, the “Settlement Notice Packet”) to such nominees, and the
7 nominees shall, within seven (7) calendar days of receipt of the Settlement
8 Notice Packets, mail such document(s) to their beneficial owners;

9 b. For nominees who chose the second option (*i.e.*, provided a list of names
10 and addresses of beneficial owners to the Notice Administrator), the Claims
11 Administrator shall promptly mail a Settlement Notice Packet to each of the
12 beneficial owners whose names and addresses the nominee previously
13 supplied. Unless the nominee has names and addresses of beneficial owners
14 whose names and addresses were not previously provided to the Notice
15 Administrator, or the nominee is aware of name and address changes for
16 these beneficial owners, these nominees need not take any further action;

17 c. For nominees who purchased or otherwise acquired Wynn Resorts
18 securities during the Class Period for beneficial owners whose names and
19 addresses were not previously provided to the Notice Administrator, or if a
20 nominee is aware of name and address changes for beneficial owners whose
21 names and addresses were previously provided, such nominees shall within
22 seven (7) calendar days of receipt of the Settlement Notice Packet, provide
23 a list of the names, addresses, and email addresses of all such beneficial
24 owners to the Claims Administrator, or shall request sufficient copies of the
25 Settlement Notice Packet to forward to all such beneficial owners which the
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1 nominee shall, within seven (7) calendar days of receipt of those documents,
2 mail to the beneficial owners;

3 d. Alternatively, in lieu of mailing the Settlement Notice Packet, nominees
4 may request an electronic link to the Settlement Notice and Proof of Claim
5 Form (“Notice and Claim Link”), and email the Notice and Claim Link to
6 such beneficial owners for whom valid email addresses are available.
7 Similarly, if the Claims Administrator receives an email address from a
8 nominee, it will send a Notice and Claim Link electronically to those
9 potential Class Members; and

10 e. The Claims Administrator shall, if requested, reimburse nominees or
11 custodians out of the Settlement Fund solely for their reasonable out-of-
12 pocket expenses, incurred in providing notice to beneficial owners, which
13 expenses would not have been incurred except for the providing names and
14 addresses up to \$0.05 per name (with address and email address) provided
15 to the Claims Administrator; up to \$0.05 per Settlement Notice Packet
16 mailed plus postage at the rate used by the Claims Administrator; or up to
17 \$0.05 per Notice and Claim Link sent by email, and subject to further order
18 of this Court with respect to any dispute concerning such reimbursement.

19 10. Lead Counsel shall, at least seven (7) calendar days before the Settlement Hearing,
20 serve upon counsel for Defendants and file with the Court proof of the mailing of the Settlement
21 Notice Packet as required by this Order.

22 11. Lead Counsel, through the Claims Administrator, shall cause the Stipulation and its
23 exhibits, this Order, and a copy of the Settlement Notice and Proof of Claim Form to be posted on
24 the Settlement website within sixteen (16) calendar days after entry of this Order.

25 12. Lead Counsel, through the Claims Administrator, shall cause the Summary
26 Settlement Notice to be published electronically on a national U.S. wire service such as
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1 GlobeNewswire or PR Newswire within ten (10) calendar days after the mailing/emailing of
2 notice. Lead Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve
3 upon counsel for Defendants and file with the Court proof of publication of the Summary
4 Settlement Notice.

5 13. The forms and methods set forth herein of notifying Class Members of the
6 Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the
7 Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-
8 4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best
9 notice practicable under the circumstances; and constitute due and sufficient notice to all persons
10 entitled thereto. No Class Member will be relieved from the terms and conditions of the Settlement,
11 including the releases provided for therein, based upon the contention or proof that such Class
12 Member failed to receive actual or adequate notice.

13 14. As provided in the Stipulation, Defendants shall serve the notice required under the
14 Class Action Fairness Act, 28 U.S.C. § 1715, et seq. (“CAFA”) no later than fourteen (14) calendar
15 days following the filing of the Stipulation with the Court. Defendants are solely responsible for
16 the costs of the CAFA notice and administering the CAFA notice. No later than seven (7) calendar
17 days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed
18 with the Court proof, by affidavit or declaration, regarding compliance with the notice
19 requirements of CAFA.

20 15. In order to be entitled to participate in recovery from the Net Settlement Fund after
21 the Effective Date, each Class Member shall take the following action and be subject to the
22 following conditions:

- 23 a. A properly completed and executed Proof of Claim Form must be submitted
24 to the Claims Administrator: (a) electronically through the Settlement
25 website, www.WynnSecuritiesLitigation.com, by 11:59 p.m. Eastern Time
26 on _____, 2024; or (b) at the Post Office Box indicated in the Settlement

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Notice, postmarked no later than _____, 2024 (seven (7) calendar days after the Settlement Hearing). Such deadline may be further extended by Order of the Court. Each Proof of Claim Form shall be deemed to have been submitted when: (a) the claim receives a confirmation notice from JND Legal Administration for electronic submissions; or (b) legibly postmarked (if properly addressed and mailed by first-class mail), provided such Proof of Claim Form is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Settlement Notice.

- b. the Proof of Claim Form submitted by each Class Member must satisfy the following conditions: (i) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Lead Counsel; (iii) if the Person executing the Proof of Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Class Member must be provided with the Proof of Claim Form; and (iv) the Proof of Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

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c. Once the Claims Administrator has considered a timely submitted Claim, it shall determine whether such Claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least twenty (20) calendar days) to cure such deficiency if it shall appear that such deficiency may be cured. If any Claimant whose Claim has been rejected in whole or in part wishes to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice (or a lesser time period if the Claim was untimely), serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

d. As part of the Proof of Claim Form, each Class Member shall submit to the jurisdiction of the Court with respect to the Claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Claim, nor shall any discovery from or of Plaintiffs or Defendants, or of their counsel, or the Claims Administrator be allowed on any topic.

16. All Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Stipulation and the Judgment, if entered.

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1 17. Class Members, having already been provided a full and fair opportunity to timely
 2 exclude themselves pursuant to the Class Notice, as several persons did, shall not be afforded
 3 further opportunity to exclude themselves. *See, e.g., Low v. Trump Univ., LLC*, 881 F.3d 1111,
 4 1121 (9th Cir. 2018) (holding that neither due process nor Rule 23(e) require a second opportunity
 5 to exclude).

6 18. The Court will consider comments and/or objections to the Settlement, the Plan of
 7 Allocation, or any application for attorney's fees and Litigation Expenses, provided, however, that
 8 no Class Member or other person shall be heard or entitled to contest the approval of the terms and
 9 conditions of the proposed Settlement or, if approved, the Judgment, or any other order relating
 10 thereto, unless that person has served the objection upon the following at least twenty-one (21)
 11 calendar days prior to the Settlement Hearing Date:

12 **Lead Counsel:**

13 Jeremy Lieberman
 14 Murielle Steven Walsh
 15 **POMERANTZ LLP**
 16 600 Third Avenue,
 17 20th Floor
 18 New York, New York 10016

12 **Defendants' Counsel:**

13 Mark Holscher
 14 **KIRKLAND & ELLIS LLP**
 15 2049 Century Park East, 37th Floor
 16 Los Angeles, California 90067
 17 (213) 680-8190

18 James Neil Kramer
 19 **ORRICK HERRINGTON &**
 20 **SUTCLIFFE LLP**
 21 405 Howard St.
 22 San Francisco, CA 94105

23 Daniel R. McNutt
 24 **MCNUTT LAW FIRM, P.C.**
 25 11441 Allerton Park Dr. #100
 26 Las Vegas, Nevada 89135

27 Gary S. Lincenberg
 28 **BIRD, MARELLA, RHOW,**
 LINCENBERG, DROOKS &
 NESSIM, LLP
 1875 Century Park East, 23rd
 Floor
 Los Angeles, California 90067

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

15 19. Any Class Member who wishes to be heard orally at the Settlement Hearing in
16 opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's application
17 for attorneys' fees and Litigation Expenses must also file a notice of appearance with the Court
18 and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in paragraph 18
19 above so that it is received no later than twenty-one (21) calendar days prior to the Settlement
20 Hearing. Objectors who enter an appearance and desire to present evidence at the Settlement
21 Hearing in support of their objection must include in their written objection or notice of appearance
22 the identity of any witnesses they may call to testify and any exhibits they intend to introduce into
23 evidence at the hearing.

24 20. Any Class Member or other person who does not object in the manner prescribed
25 above shall be deemed to have waived all such objections and shall forever be foreclosed from
26 making any objection to the fairness, adequacy, or reasonableness of the Settlement, the Judgment

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1 to be entered approving the Settlement, the Plan of Allocation, and/or any application for an award
2 of fees or reimbursement of expenses, unless otherwise ordered by the Court; shall be bound by
3 all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the
4 Action; and shall also be foreclosed from appealing any judgment or order entered in this Action.

5 21. The Court reserves the right to adjourn the Settlement Hearing or to conduct it
6 remotely without any further notice other than entry of an Order on the Court's docket, and to
7 approve the Settlement without further notice to the Class.

8 22. Plaintiffs and Lead Counsel's opening papers in support of final approval of the
9 Settlement and the Plan of Allocation and/or any application for attorney's fees and Litigation
10 Expenses shall be filed and served no later than thirty-five (35) calendar days before the Settlement
11 Hearing.

12 23. Any submissions filed in response to any objections or in further support of the
13 Settlement, the Plan of Allocation and/or any application for attorney's fees and Litigation
14 Expenses shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

15 24. Defendants shall have no responsibility for, or liability with respect to, the Plan of
16 Allocation or any application for attorneys' fees and Litigation Expenses, or expenses or payments
17 to Plaintiffs submitted by Class Counsel, and such matters will be considered separately from the
18 fairness, reasonableness, and adequacy of the Settlement.

19 25. The contents of the Settlement Fund held by the Huntington National Bank (which
20 the Court approves as the Escrow Agent) shall be deemed and considered to be *in custodia legis*
21 of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall
22 be distributed pursuant to the Stipulation and/or further order(s) of the Court.

23 26. Pending final determination of whether the Settlement should be approved,
24 Plaintiffs and Class Members shall be enjoined from commencing, continuing, prosecuting, or
25 attempting to prosecute any Released Plaintiffs' Claim against any Defendants' Releasee in any
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1 court or tribunal or proceeding (including in the Action), unless and until the Stipulation is
2 cancelled and terminated pursuant to the Stipulation.

3 27. The Short Form Agreement, Stipulation (whether or not consummated), including
4 the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation
5 that may be approved by the Court), the Judgment, the Supplemental Agreement, the negotiations
6 leading to the execution of this Stipulation, and any proceedings taken pursuant to or in connection
7 with this Stipulation or approval of the Settlement (including any arguments proffered in
8 connection therewith) shall not be:

- 9 a. offered against any of the Defendants' Releasees as evidence of, or
10 construed as, or deemed to be evidence of any presumption, concession, or
11 admission by any of the Defendants' Releasees with respect to (a) the truth
12 of any fact alleged by Plaintiffs; (b) the validity of any claim that was or
13 could have been asserted in this Action or in any other litigation; (c) the
14 deficiency of any defense that has been or could have been asserted in this
15 Action or in any other litigation; or (d) any liability, negligence, fault, or
16 other wrongdoing of any kind of any of the Defendants' Releasees; or (ii) in
17 any way referred to for any other reason against any of the Defendants'
18 Releasees, in any civil, criminal, or administrative action or proceeding
19 (including any arbitration), other than such proceedings as may be
20 necessary to effectuate the provisions of this Stipulation;
- 21 b. offered against any of the Plaintiffs' Releasees as evidence of, or construed
22 as, or deemed to be evidence of any presumption, concession, or admission
23 by any of the Plaintiffs' Releasees (a) that any of their claims are without
24 merit, that any of the Defendants had meritorious defenses, or that damages
25 recoverable under the Complaint would not have exceeded the Settlement
26 Amount; or (b) with respect to any liability, negligence, fault or wrongdoing

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1 of any kind; or (ii) in any way referred to for any other reason against any
2 of the Plaintiffs' Releasees, in any civil, criminal, or administrative action
3 or proceeding (including any arbitration), other than such proceedings as
4 may be necessary to effectuate the provisions of this Stipulation; or

5 c. construed against any of the Releasees as an admission, concession, or
6 presumption that the consideration to be given hereunder represents the
7 amount which could be or would have been recovered after trial; *provided,*
8 *however,* that if this Stipulation is approved by the Court, the Parties and
9 the Releasees and their respective counsel may refer to it to effectuate the
10 protections from liability granted hereunder or otherwise to enforce the
11 terms of the Settlement.

12 28. In the event the Settlement is not consummated in accordance with the terms of the
13 Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except
14 as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no
15 further force or effect, and without prejudice to any Party, and may not be introduced as evidence
16 or used in any action or proceeding by any person against the Parties or any Releasee, and each
17 Party shall be restored to his, her or its respective litigation positions as of August 22, 2024,
18 pursuant to the terms of the Stipulation.

19 29. The Court reserves the right to alter the time or the date or manner of the Settlement
20 Hearing without further notice to the Class Members, provided that the Settlement Hearing shall
21 not be set at a time or date earlier than the time and date set forth in ¶ 3 above. The Court retains
22 exclusive jurisdiction to consider all further matters arising out of, or relating to, the Stipulation,
23 including by way of illustration and not limitation, any dispute concerning any Proof of Claim
24 submitted and any future requests by one or more of the Parties that the Judgment, the releases
25 and/or the permanent injunction set forth in the Stipulation be enforced.

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1 DATED:

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Hon. Cristina D. Silva

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Exhibit A-1: Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses

Exhibit A-1

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

<p>JOHN V. FERRIS and JOANN M. FERRIS, Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>WYNN RESORTS LIMITED, et al.,</p> <p style="text-align: center;">Defendants.</p>
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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.

www.WynnSecuritiesLitigation.com

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”).¹ 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

¹ 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.

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 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, 20th 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM ONLINE OR POSTMARKED (IF MAILED) NO LATER THAN _____, 2024.	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.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees, Litigation

<p>NO LATER THAN _____, 2024.</p>	<p>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.</p>
<p>ATTEND A HEARING ON _____, 2024 AT ____:____.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2024.</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 _____, 2024, 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>DO NOTHING.</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 _____, 2024, at ____:____.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, 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.

WHAT THIS NOTICE CONTAINS

Why Did I Get Notice?Page []

What Is This Case About?Page []

How Do I Know If I Am Affected By The Settlement? Who Is Included
In The Class?Page []

What Might Happen If There Were No Settlement?Page []

How Are Class Members Affected By The Action And
The Settlement?Page []

How Do I Participate In The Settlement? What Do I Need To Do?Page []

How Much Will My Payment Be?Page []

What Payment Are The Attorneys For The Class Seeking?
How Will The Lawyers Be Paid?Page []

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? Page []
 What If I Bought Shares On Someone Else's Behalf? Page []
 Can I See The Court File? Whom Should I Contact If I Have Questions? Page []
 Proposed Plan of Allocation of Net Settlement Fund Among
 Authorized ClaimantsPage []

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/liasion 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 _____, 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.

25. By Order dated _____, 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 _____, 2024.

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 13 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 13 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;² 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,

² 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.

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, no later than _____, 2024*. 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 or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-833-256-6153, or by emailing the Claims Administrator at 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.

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 _____, 2024 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 ___% 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 \$__ million, which 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, 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. 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.**

55. The Settlement Hearing will be held on _____, 2024 at __: __ .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* _____, 2024.

<u>Clerk's Office</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel</u>
United States District Court for the District of Nevada Lloyd D. George U.S. Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89101	POMERANTZ LLP Attn: Jeremy Lieberman Murielle Steven Walsh 600 Third Avenue, 20th Floor New York, New York 10016	KIRKLAND & ELLIS LLP Attn: Mark Holscher 2049 Century Park East, 37th Floor Los Angeles, California 90067 (213) 680-8190 ORRICK HERRINGTON & SUTCLIFFE LLP Attn: James Neil Kramer 405 Howard St. San Francisco, CA 94105 MCNUTT LAW FIRM, P.C. Attn: Daniel R. McNutt 11441 Allerton Park Dr. #100 Las Vegas, Nevada 89135 BIRD, MARELLA, RHOW, LINCENBERG, DROOKS & NESSIM, LLP 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* _____, 2024. 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* _____, 2024.

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 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, by calling the Claims Administrator toll free at 1-888-256-6153, or by emailing the Claims Administrator at 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. 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.

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
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
mjsteven@pomlaw.com

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

Dated: _____, 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.³

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 (i) January 26, 2018; (ii) January 29, 2018; and (iii) February 12, 2018 (the "Corrective Disclosure Impact Dates").⁴ 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 Dates.

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

⁴ 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).

Table 1		
Artificial Inflation in Wynn Resorts Common Stock		
From	To	Per-Share Price Inflation
Monday, March 28, 2016	Thursday, January 25, 2018	\$48.61
Friday, January 26, 2018 ⁵	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.

⁵ 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.

- 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.
- 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.

Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
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.

Exhibit A-2: Proof of Claim and Release Form

Exhibit A-2

Ferris, et al. v. Wynn Resorts, Limited, et al.
Toll Free Number: (888) 256-6153
Email: info@WynnSecuritiesLitigation.com
Settlement Website: www.WynnSecuritiesLitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the address below, or submit it online at www.WynnSecuritiesLitigation.com, with supporting documentation, postmarked (if mailed) or received no later than _____, 2024.

Mail to:

Ferris, et al. v. Wynn Resorts, Limited, et al.
c/o JND Legal Administration
P.O. Box 91471
Seattle, WA 98111

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to recover any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the Parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

<u>TABLE OF CONTENTS</u>	<u>PAGE #</u>
PART I – CLAIMANT INFORMATION	–
PART II – GENERAL INSTRUCTIONS	–
PART III – SCHEDULE OF TRANSACTIONS IN WYNN RESORTS SECURITIES	–
PART IV – RELEASE OF CLAIMS AND SIGNATURE	–

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Joint Beneficial Owner's First Name <i>(if applicable)</i>	MI	Joint Beneficial Owner's Last Name <i>(if applicable)</i>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

If this claim is submitted for an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

Entity Name (if the Beneficial Owner is not an individual)

Name of Representative, if applicable (*executor, administrator, trustee, c/o, etc.*), if different from Beneficial Owner

Last 4 digits of Social Security Number or Taxpayer Identification Number

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Street Address

Address (Second line, if needed)

City	State/Province	Zip Code
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Foreign Postal Code (if applicable)	Foreign Country (if applicable)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Telephone Number (Day)	Telephone Number (Evening)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim)

Type of Beneficial Owner (Specify one of the following):

- Individual(s)
 Corporation
 UGMA Custodian
 IRA
 Partnership
 Estate
 Trust
 Other (describe): _____

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Notice") that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. If you are not a Class Member (see the definition of the Class on page _ of the Notice), do not submit a Claim Form. **You may not, directly or indirectly, participate in the Settlement if you are not a Class Member.** Thus, if you are excluded from the Class, any Claim Form that you submit, or that may be submitted on your behalf, will not be accepted.

3. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice or by such other plan of allocation as the Court approves.**

4. On the Schedule of Transactions in Part III of this Claim Form, provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Wynn Resorts, Limited ("Wynn Resorts") securities (including free transfers and deliveries), and whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time period may result in the rejection of your claim.**

5. **Please note:** Only shares of Wynn Resorts securities purchased or otherwise acquired between March 28, 2016 and February 12, 2018 are eligible under the Settlement and the proposed Plan of Allocation set forth in the Notice. However, under the "90-Day Lookback Period" (described in the Plan of Allocation), sales of Wynn Resorts securities during the period from February 13, 2018 through the close of trading on May 10, 2018 will be used for purposes of calculating certain Recognized Loss amounts under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to calculate your Recognized Loss and balance your claim, the requested purchase and sale information during this period must also be provided.

6. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Wynn Resorts securities set forth in the Schedule of Transactions in Part III. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Wynn Resorts securities. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS.**

7. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

8. Use Part I of this Claim Form entitled "CLAIMANT INFORMATION" to identify the beneficial owner(s) of Wynn Resorts securities. The complete name(s) of the beneficial owner(s) must be entered. If you held

Wynn Resorts securities in your own name, you were the beneficial owner as well as the record owner. If, however, your shares of Wynn Resorts common stock were registered in the name of a third party, such as a nominee or brokerage firm, you were the beneficial owner of these shares, but the third party was the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement. If there were joint beneficial owners each must sign this Claim Form and their names must appear as "Claimants" in Part I of this Claim Form.

9. **One Claim should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Wynn Resorts securities made on behalf of a single beneficial owner.

10. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or other taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Wynn Resorts securities; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

11. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Wynn Resorts securities you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

12. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

13. Payments to eligible Authorized Claimants will be made only if the Court approves the Settlement, after any appeals are resolved, and after the completion of all claims processing.

14. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant.

15. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, JND Legal Administration, at the above address, by email

at info@WynnSecuritiesLitigation.com, or by toll-free phone at (888) 256-6153, or you can visit the website, www.WynnSecuritiesLitigation.com, where copies of the Claim Form and Notice are available for downloading.

16. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file layout, you may visit the settlement website at www.WynnSecuritiesLitigation.com or you may email the Claims Administrator's electronic filing department at info@WynnSecuritiesLitigation.com. **Any file not in accordance with the required electronic filing format will be subject to rejection.** The *complete* name of the beneficial owner of the securities must be entered where called for (*see* ¶ 8 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email confirming receipt of your submission. **Do not assume that your file has been received until you receive that email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@WynnSecuritiesLitigation.com to inquire about your file and confirm it was received.**

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT (888) 256-6153.

PART III – SCHEDULE OF TRANSACTIONS IN WYNN RESORTS SECURITIES

Complete this Part III if and only if you purchased or otherwise acquired Wynn Resorts securities between March 28, 2016 and February 12, 2018, both dates inclusive. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, paragraph 6, above. Do not include information in this section regarding securities other than Wynn Resorts securities.

TO BE COMPLETED BY ALL CLAIMANTS				
1. BEGINNING HOLDINGS AS OF MARCH 25, 2016 – State the total number of shares of Wynn Resorts securities held at the close of trading on March 25, 2016. (Must be documented.) If none, write “zero” or “0.”				Confirm Proof of Position Enclosed <input type="checkbox"/>
<input style="width: 100px; height: 20px;" type="text"/>				
2. PURCHASES/ACQUISITIONS FROM MARCH 28, 2016 THROUGH FEBRUARY 12, 2018 – Separately list each and every purchase or acquisition (including free receipts) of Wynn Resorts securities from March 28, 2016 through the close of trading on February 12, 2018.				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
3. PURCHASES/ACQUISITIONS FROM FEBRUARY 13, 2018 THROUGH MAY 10, 2018 – State the total number of shares of Wynn Resorts securities purchased or acquired (including free receipts) from February 13, 2018 through the close of trading on May 10, 2018. If none, write “zero” or “0.”				<input style="width: 100px; height: 20px;" type="text"/>
4. SALES FROM MARCH 28, 2016 THROUGH MAY 10, 2018 – Separately list each and every sale or disposition (including free deliveries) of Wynn Resorts securities from March 28, 2016 through the close of trading on May 10, 2018.				IF NONE, CHECK HERE <input type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting any taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

/ /		\$	\$	<input type="checkbox"/>
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/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
5. ENDING HOLDINGS AS OF MAY 10, 2018 – State the total number of shares of Wynn Resorts securities held at the close of trading on May 10, 2018. (Must be documented.) If none, write “zero” or “0.” <div style="border: 1px solid black; width: 100px; height: 15px; margin-left: auto; margin-right: 0;"></div>				Confirm Proof of Position Enclosed <input type="checkbox"/>

IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE, NUMBERED SHEETS, GIVING ALL REQUIRED INFORMATION, SUBSTANTIALLY IN THE SAME FORMAT, AND PRINT YOUR NAME AND SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER AT THE TOP OF EACH SHEET.

PART VI – RELEASE OF CLAIMS AND SIGNATURE

**YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND
SIGN ON PAGE 9 OF THIS CLAIM FORM.**

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the claimant(s)) 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 Plaintiffs' Claim against the Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the claimant(s) is a (are) Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Class as set forth in the Notice;
3. that the claimant has not received any payment from any Defendant in connection with the assertion of any Released Plaintiffs' Claim in any direct action against Defendants (or in any other manner other than through this Settlement);
4. that I (we) own(ed) the Wynn Resorts securities identified in the Claim Form and have not assigned the claim against any of the Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the claimant(s) has (have) not submitted any other claim covering the same purchases of Wynn Resorts securities and knows (know) of no other person having done so on the claimant's (claimants') behalf;
6. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;
8. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this Claim, and waive(s) any right of appeal or review with respect to such determination;
9. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the claimant(s) is (are) exempt from backup withholding or (ii) the claimant(s) has (have) not been notified by the IRS that he, she, or it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the claimant(s) that he, she, or it is no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of claimant Date

Print claimant name here

Signature of joint claimant, if any Date

Print joint claimant name here

If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of claimant Date

Print name of person signing on behalf of claimant here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see ¶ 10 on page 4 of this Claim Form.)

REMINDER CHECKLIST:

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at (888) 256-6153.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at the address below, by email at info@WynnSecuritiesLitigation.com, or by toll-free phone at (888) 256-6153, or you may visit www.WynnSecuritiesLitigation.com. DO NOT call Wynn Resorts or its counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL OR SUBMITTED ONLINE AT WWW.WYNNSECURITIESLITIGATION.COM, **POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2024**. IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

Ferris, et al. v. Wynn Resorts, Limited, et al.
c/o JND Legal Administration
P.O. Box 91471
Seattle, WA 98111

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before _____, 2024, is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

Exhibit A-3: Summary Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses

Exhibit A-3

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
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SUMMARY 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.

PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Nevada, that the Court-appointed Plaintiffs, individually and on behalf of the Court-certified Class, in the above-captioned securities class action (the "Action") have reached a proposed settlement of the Action with Defendants Wynn Resorts Limited ("Wynn Resorts"), Stephen Wynn, Kimmarie Sinatra, Matthew Maddox, and Stephen Cootey (collectively, "Defendants") for \$70,000,000 in cash that, if approved, will resolve all claims in the Action

A hearing will be held on _____, 2024 at __:__.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) to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the releases specified and described in the Stipulation and Agreement of Settlement dated September 16, 2024 should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's application for an award of attorneys' fees and payment of expenses should be approved.

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the full printed Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Settlement Notice") and the Claim Form, you may obtain copies of these documents by contacting 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, 1-888-256-6153, info@WynnSecuritiesLitigation.com. Copies of the Settlement Notice and Claim Form can also be downloaded from the website for the Action, www.WynnSecuritiesLitigation.com.

If you are a Class Member, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form *online or postmarked no later than _____, 2024*. If you are a Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

Please do not contact the Court, the Clerk's office, Wynn Resorts, any other Defendant in the Action, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Claims Administrator or Lead Counsel.

Requests for the Settlement Notice and Claim Form should be made 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
www.WynnSecuritiesLitigation.com

Inquiries, other than requests for the Settlement Notice and Claim Form, may be made to Lead Counsel:

Jeremy Lieberman
Murielle Steven Walsh
POMERANTZ LLP
600 Third Avenue,
20th Floor
New York, New York 10016
jalieberman@pomlaw.com
mjsteven@pomlaw.com

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

By Order of the Court

Exhibit B: [Proposed] Judgment Approving Class Action Settlement

Exhibit B

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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

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

Plaintiffs,

v.

WYNN RESORTS LIMITED, et al.,

Defendants.

[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a class action is pending in this Court styled *Ferris, et al. v. Wynn Resorts Limited, et al.*, Case No. 2:18-cv-00479 (CDS) (BNW) (the “Action”);

WHEREAS, Class Representatives John V. Ferris, JoAnn M. Ferris, and Jeffrey Larsen (“Plaintiffs”), individually and on behalf of all members of the certified Class, and (b) Defendants Wynn Resorts, Ltd. (“Wynn Resorts”), Matthew O. Maddox, Stephen A. Wynn, Stephen Cootey, and Kimmarie Sinatra (collectively, “Defendants”) (together with Plaintiffs, the “Parties”), entered into the Stipulation and Agreement of Settlement dated September 16, 2024 (the “Stipulation”), which provides for complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated _____, 2024 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with

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1 the opportunity to object to the proposed Settlement; and (d) scheduled a hearing regarding final
2 approval of the Settlement;

3 WHEREAS, due and adequate notice has been given to the Settlement Class;

4 WHEREAS, the Court conducted a hearing on _____, 2024 (the “Settlement
5 Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement
6 are fair, reasonable and adequate to the Class, and should therefore be approved; and (b) whether
7 a judgment should be entered dismissing the Action with prejudice as against the Defendants;

8 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and
9 proceedings held herein in connection with the Settlement, all oral and written comments received
10 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

11 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

12 1. The Court has jurisdiction over the subject matter of the Action, and all matters
13 relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the
14 Class Members.

15 2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby
16 approves the Settlement and finds that said Settlement is, in all respects, fair, reasonable, adequate
17 to the Class. This Court further finds the Settlement is the result of arm’s-length negotiations
18 between experienced counsel representing the interests of the Plaintiffs, the Class Members, and
19 the Defendants. Accordingly, the Settlement is hereby approved in all respects and shall be
20 consummated in accordance with its terms and provisions. The Parties are hereby directed to
21 perform the Stipulation.

22 3. Except as to any individual claim of those persons who previously validly and
23 timely requested exclusion, the Action and all claims asserted therein are dismissed with prejudice
24 as against Defendants and Defendants’ Releasees. Plaintiffs and the Class Members will not make
25 applications against any of Defendants’ Releasees, and Defendants will not make applications
26 against Plaintiffs or Plaintiffs’ Releasees, for fees, costs, or sanctions pursuant to Federal Rule of

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1 Civil Procedure 11, or any other court rule or statute, with respect to any claims or defenses in this
2 Action or any aspect of the institution, prosecution, or defense of this Action.

3 4. Upon the Effective Date of the Settlement, Plaintiffs and each of the Class
4 Members, on behalf of themselves, and their respective heirs, executors, administrators,
5 predecessors, successors, assigns, representatives, attorneys, and agents in their capacities as such,
6 shall be deemed to have, and by operation of this Stipulation, law, and of the Judgment shall have,
7 fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and
8 discharged each and every Released Plaintiffs' Claim against Defendants' Releasees, and shall
9 forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims
10 against any of Defendants' Releasees. This Release shall not apply to any of the Excluded
11 Plaintiffs' Claims.

12 5. Upon the Effective Date of the Settlement, Defendants, on behalf of themselves,
13 and their respective heirs, executors, administrators, predecessors, successors, assigns,
14 representatives, attorneys, and agents in their capacities as such, shall be deemed to have, and by
15 operation of this Stipulation, law, and of the Judgment shall have, fully, finally and forever
16 compromised, settled, released, resolved, relinquished, waived, and discharged each and every
17 Released Defendants' Claim against Plaintiffs' Releasees, and shall forever be barred and enjoined
18 from prosecuting any or all of the Released Defendants' Claims against any of Plaintiffs'
19 Releasees.

20 6. Upon the Effective Date of the Settlement, each Defendant, on behalf of
21 themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns,
22 representatives, attorneys, and agents in their capacities as such, shall be deemed to have, and by
23 operation of this Stipulation, law, and of the Judgment shall have, fully, finally and forever
24 compromised, settled, released, resolved, relinquished, waived, and discharged against the other
25 Defendants and their respective current and former employers, officers, directors, employees,
26 agents, servants, representatives, parents, affiliates, subsidiaries, successors, predecessors, assigns,

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1 assignees, advisors, auditors, attorneys, and each of their respective heirs, executors,
2 administrators, successors and assigns, including but not limited to Wynn Resorts and any of its
3 subsidiaries, any and all claims and causes of action of every nature and description whatsoever in
4 law, equity, or otherwise, rights, liabilities, suits, debts, obligations, demands, damages, losses,
5 judgments, matters, and issues, whether known claims or unknown claims, whether arising under
6 federal, state, local, statutory, common or foreign law, whether accrued or unaccrued, fixed or
7 contingent, liquidated or unliquidated, direct or indirect, that arise out of or relate in any way to
8 the Action, the prosecution or defense of the Action, or the settlement of the Action, including
9 attorneys' fees and costs.

10 7. To the fullest extent permitted by law, any and all claims for contribution or
11 indemnity, however denominated, based upon or arising out of the Action (a) by any person or
12 entity against any of Defendants' Releasees, or (b) by any of Defendants' Releasees against any
13 other person or entity, other than a person or entity whose liability has been extinguished by the
14 Settlement, are permanently barred, extinguished, and discharged to the fullest extent permitted
15 by law (the "Bar Order"); provided, however, the Bar Order shall not release any of Excluded
16 Defendants' Claims or Excluded Plaintiffs' Claims.

17 8. The Court hereby finds that the distribution of the Class Notice and the Settlement
18 Notice and publication of the Summary Settlement Notice, which was implemented in accordance
19 with the Preliminary Approval Order: (a) constituted the best notice practicable under the
20 circumstances of the matters set forth therein; (b) constituted due, adequate, and sufficient notice
21 to all persons and entities entitled to receive notice of the proposed Settlement; and (c) satisfied
22 the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution
23 (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15
24 U.S.C. §§ 78u-4, 77z-1, as amended, and all other applicable law and rules.

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1 9. Neither any objection to this Court’s approval of the Plan of Allocation submitted
2 by Plaintiffs nor to any portion of this order regarding the Attorneys’ Fees and expense application
3 shall in any way disturb or affect the finality of this Judgment.

4 10. The Short Form Agreement, Stipulation (whether or not consummated), including
5 the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation
6 that may be approved by the Court), the Judgment, the Supplemental Agreement, the negotiations
7 leading to the execution of this Stipulation, and any proceedings taken pursuant to or in connection
8 with this Stipulation or approval of the Settlement (including any arguments proffered in
9 connection therewith) shall not be:

10 a. offered against any of the Defendants’ Releasees as evidence of, or
11 construed as, or deemed to be evidence of any presumption, concession, or
12 admission by any of the Defendants’ Releasees with respect to (a) the truth
13 of any fact alleged by Plaintiffs; (b) the validity of any claim that was or
14 could have been asserted in this Action or in any other litigation; (c) the
15 deficiency of any defense that has been or could have been asserted in this
16 Action or in any other litigation; or (d) any liability, negligence, fault, or
17 other wrongdoing of any kind of any of the Defendants’ Releasees; or (ii) in
18 any way referred to for any other reason against any of the Defendants’
19 Releasees, in any civil, criminal, or administrative action or proceeding
20 (including any arbitration), other than such proceedings as may be
21 necessary to effectuate the provisions of this Stipulation;

22 b. offered against any of the Plaintiffs’ Releasees as evidence of, or construed
23 as, or deemed to be evidence of any presumption, concession, or admission
24 by any of the Plaintiffs’ Releasees (a) that any of their claims are without
25 merit, that any of the Defendants had meritorious defenses, or that damages
26 recoverable under the Complaint would not have exceeded the Settlement

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Amount; or (b) with respect to any liability, negligence, fault or wrongdoing of any kind; or (ii) in any way referred to for any other reason against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration), other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

c. construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however,* that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

11. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement; (b) disposition of the Settlement Fund; (c) all Parties hereto for the purpose of construing, enforcing and administering the Stipulation and this Judgment.

12. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11 in connection with the institution, prosecution, defense, and Settlement of the Action.

13. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members advising them: (a) that Lead Counsel would seek an award of attorneys' fees of up to 33 1/3 % of the Settlement Fund on behalf of themselves and Plaintiffs' Counsel, and payment of expenses incurred in connection with the prosecution of the Action not to exceed \$1.6 million, Plaintiffs would seek compensatory awards not to exceed \$100,000 total; and (b) that Class Members had a right to object to such application(s). A full and fair opportunity was given to all

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1 Class Members to be heard with respect to the application for attorneys' fees and expenses. The
2 Court finds and concludes that the requested fee award is reasonable and awards attorneys' fees of
3 _____% percent of the Settlement Fund, plus expenses in the amount of \$_____, both
4 to be paid from the Settlement Fund pursuant to the Stipulation, upon entry of this Order, and
5 awards i) Class Representative John Ferris a compensatory award of \$_____; ii) Class
6 Representative JoAnn Ferris a compensatory award of \$_____; and iii) Class
7 Representative Jeffrey Larsen a compensatory award of \$_____, to be paid after the
8 Effective Date.

9 14. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil
10 Procedure, the Court finds and concludes that due and adequate notice was directed to all Class
11 Members advising them of the Plan of Allocation and of their right to object, and a full and fair
12 opportunity was given to all Class Members to be heard with respect to the Plan of Allocation. The
13 Court finds that the formula for the calculation of the claims of Authorized Claimants, which is set
14 forth in the Settlement Notice, provides a fair and reasonable basis upon which to allocate among
15 Class Members the proceeds of the Settlement Fund established by the Stipulation, with due
16 consideration having been given to administrative convenience and necessity. The Court hereby
17 finds and concludes that the Plan of Allocation set forth in the Settlement Notice is in all respects
18 fair and reasonable and the Court hereby approves the Plan of Allocation

19 15. This Action is hereby dismissed in its entirety with prejudice as to all Defendants.

20 16. All agreements made and orders entered during the course of the Action relating to
21 the confidentiality of information shall survive this Order, pursuant to their terms.

22 17. In the event that the Settlement does not become Final in accordance with the
23 Stipulation, or the Effective Date does not occur, this Judgment shall be rendered null and void to
24 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
25 all orders entered and releases delivered in connection herewith shall also be null and void to the
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1 extent provided by and in accordance with the Stipulation, and this litigation shall revert to the
2 state at which it existed on August 22, 2024

3 18. Without further order of the Court, Lead Plaintiff and Defendants may agree to
4 reasonable extensions of time to carry out any provisions of the Settlement.

5 19. There is no just reason for delay in the entry of this Judgment and immediate entry
6 by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil
7 Procedure.

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9 DATED:

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Hon. Cristina D. Silva

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