

1 NGC 18-15

2 STATE OF NEVADA
3 BEFORE THE NEVADA GAMING COMMISSION

4
5 NEVADA GAMING CONTROL BOARD,

6 Complainant,

7 vs.

STIPULATION FOR SETTLEMENT
AND ORDER

8 WYNN LAS VEGAS, LLC
9 dba WYNN LAS VEGAS;
10 WYNN RESORTS, LIMITED (PTC)

11 Respondents.

12 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
13 (BOARD), Complainant herein, filed a Complaint, NGC Case No. 18-15 (Complaint)
14 against WYNN LAS VEGAS, LLC, dba WYNN LAS VEGAS, and WYNN RESORTS,
15 LIMITED (PTC) (collectively RESPONDENTS), alleging certain violations of the Nevada
16 Gaming Control Act and Regulations of the Nevada Gaming Commission.

17 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and
18 RESPONDENTS that the Complaint, NGC Case No. 18-15, filed against RESPONDENTS
19 in the above-entitled case shall be settled on the following terms and conditions:

20 1. RESPONDENTS admit each and every allegation set forth in the Complaint,
21 NGC Case No. 18-15, except that RESPONDENTS neither admit nor deny paragraphs 72
22 – 73 of the Complaint and that portion of paragraph 57 of the Complaint that alleges
23 Maurice Wooden was aware of the allegations of sexual misconduct.

24 2. RESPONDENTS fully understand and voluntarily waive the right to a public
25 hearing on the charges and allegations set forth in the Complaint, the right to present and
26 cross-examine witnesses, the right to a written decision on the merits of the Complaint,
27 which must contain findings of fact and a determination of the issues presented, and the
28 right to obtain judicial review of the Nevada Gaming Commission’s (Commission) decision.

1 3. RESPONDENTS agree to pay a fine in an amount to be determined by the
2 Commission when this Stipulation for Settlement is considered for approval by the
3 Commission. Any such fine shall be electronically transferred to the *State of Nevada-*
4 *Nevada Gaming Commission* within five (5) days of this Stipulation for Settlement being
5 accepted and approved by the Commission. Interest on the Fine shall accrue in accordance
6 with NRS 17.130 on any unpaid balance computed from the date payment is due until
7 payment is made in full.

8 4. RESPONDENTS agree that the nonrestricted gaming license of WYNN LAS
9 VEGAS, LLC and the registration of WYNN RESORTS, LIMITED (PTC) may be
10 conditioned by the Commission when this Stipulation for Settlement is considered for
11 approval by the Commission as deemed appropriate by the Commission.

12 5. The BOARD agrees that it is not seeking to revoke or limit RESPONDENTS'
13 licenses, findings of suitability, or any other Commission approvals.

14 6. Nothing herein shall be construed to limit either the BOARD or RESPONDENTS
15 from advocating for what either party believes is appropriate discipline within the
16 parameters of this Stipulation for Settlement.

17 7. To assist the Nevada Gaming Commission in its evaluation of the matters
18 encompassed by this stipulated settlement agreement, RESPONDENTS offer the
19 following:

20 a. Since its creation almost two decades ago, RESPONDENTS have prided
21 themselves on their culture of compliance and commitment to their employees. Over the
22 last year, RESPONDENTS have realized, through the BOARD'S investigation as well as
23 its own, that RESPONDENTS fell short of their culture and commitment in perhaps one
24 of the most important areas for an employer – focusing on its employees. RESPONDENTS
25 have focused on a single man, rather than the Company's greatest asset, its 25,000
26 employees.

27 b. RESPONDENTS have undergone an extensive self-examination over the last
28 twelve months, intended to reinvigorate and implement meaningful change across all levels

1 of the organization, to cultivate a safe, healthy, and supportive workplace culture, and to
2 build on their core values of respecting their employees, corporate responsibility and
3 citizenship, and service to the community. And RESPONDENTS represent that they have
4 been successful in that regard.

5 c. In sum, these 25,000 employees, led by CEO Matt Maddox and a reshaped
6 Board of Directors, are the Company that stands before the Commission today, and not
7 Steve Wynn.

8 d. Upon learning of the extent of the allegations contained in the Wall Street
9 Journal article, RESPONDENTS immediately created a special committee comprised of
10 independent members of RESPONDENTS' Board to investigate the allegations contained
11 in the Wall Street Journal Article, and fully cooperated with the BOARD'S investigation.

12 e. RESPONDENTS also implemented significant changes in the leadership of
13 the organization, including,

14 i. Appointing Matt Maddox as Chief Executive Officer.

15 ii. Commencing a robust Board refreshment process: 60% of the directors at
16 the beginning of 2018 have now departed and the median tenure of directors is now less
17 than two years. In April 2018, the Board elected three new female directors, resulting in a
18 Board that is now nearly 50% women. Long time Nevada gaming executive Philip G. Satre
19 was also elected Chairman of the Board.

20 iii. Appointed Ellen Whitemore, a recognized expert in gaming regulatory
21 matters, as General Counsel.

22 iv. Appointed Marilyn Spiegel, an executive with significant hospitality and
23 human resources experience, as President of Wynn Las Vegas.

24 v. Appointed Rose Huddleston, a seasoned human resources executive, to the
25 newly created corporate position of Senior Vice President of Human Resources- North
26 America.

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1 f. In addition, RESPONDENTS initiated important remedial actions to improve
2 their workplace environment and to communicate their improvements to the appropriate
3 employees, supervisors, executives, and Board members, including by:

4 i. Refocusing efforts on RESPONDENTS' workplace culture by making it a
5 priority for the new Human Resources leadership.

6 ii. Launching enhanced Workplace Compliance and Prevention of Sexual
7 Harassment training for all employees; designed and delivered by a third party.

8 iii. Launching a Women's Leadership Council to promote equality within the
9 workplace. The group's first activity was to produce a speaker series, "Women Who Thrive,"
10 to educate and inspire employees through powerful female role models.

11 iv. Commissioning pay and promotion equity studies to measure pay equality
12 among men and women in the workforce.

13 v. Launching a new Paid Parental Leave program that provides six weeks of
14 paid time off to new parents.

15 vi. Implementing new Diversity, Inclusion and Unconscious Bias training for
16 all employees taught by third-party experts. Company senior executives completed an
17 eight-hour training program.

18 vii. Launching the Great Places to Work survey and focus groups which
19 measure employee engagement against the Fortune "100 Best Places to Work."

20 viii. Launching a new annual Wynn Employee Foundation scholarship
21 program, which awarded ten \$7,500 college scholarships to employees and their
22 dependents.

23 8. In consideration for the execution of this Stipulation for Settlement,
24 RESPONDENTS, for themselves, their heirs, executors, administrators, successors, and
25 assigns, hereby release and forever discharge the State of Nevada, the Commission, the
26 BOARD, the Nevada Attorney General and each of their members, agents, and employees
27 in their individual and representative capacities, from any and all manner of actions,
28 causes of action, suits, debts, judgments, executions, claims, and demands whatsoever

1 known or unknown, in law and equity, that RESPONDENTS ever had, now have, may
2 have, or claim to have against any and all of the persons or entities named in this paragraph
3 arising out of, or by reason of, the investigation of the allegations in the Complaint and this
4 disciplinary action, NGC Case No. 18-15, or any other matter relating thereto.

5 9. In consideration for the execution of this Stipulation for Settlement,
6 RESPONDENTS hereby indemnify and hold harmless the State of Nevada, the
7 Commission, the BOARD, the Nevada Attorney General, and each of their members,
8 agents, and employees in their individual and representative capacities against any and
9 all claims, suits and actions, brought against the persons named in this paragraph by
10 reason of the investigation of the allegations in the Complaint, filed in this disciplinary
11 action, NGC Case No. 18-15, and all other matters relating thereto, and against any and
12 all expenses, damages, charges and costs, including court costs and attorney fees, which
13 may be sustained by the persons and entities named in this paragraph as a result of said
14 claims, suits and actions.

15 10. RESPONDENTS enter into this Stipulation for Settlement freely and
16 voluntarily and with the assistance of legal counsel. RESPONDENTS further acknowledge
17 that this Stipulation for Settlement is not the product of force, threats, or any other form
18 of coercion or duress, but is the product of discussions between RESPONDENTS and the
19 attorney for the BOARD.

20 11. RESPONDENTS affirmatively represent that if RESPONDENTS, this
21 Stipulation for Settlement, and/or any amounts distributed under this Stipulation for
22 Settlement are subject to, or will become subject to, the jurisdiction of any bankruptcy
23 court, the bankruptcy court's approval is not necessary for this Stipulation for Settlement
24 to become effective, or that the bankruptcy court has already approved this Stipulation for
25 Settlement.

26 12. RESPONDENTS and the BOARD acknowledge that this Stipulation for
27 Settlement is made to avoid litigation and economize resources. The parties agree and
28 understand that this Stipulation for Settlement is intended to operate as full and final

1 settlement of the Complaint filed solely against RESPONDENTS, in the above-entitled
2 disciplinary case, NGC Case No. 18-15. This Stipulation for Settlement shall in no way be
3 construed to limit or restrict the BOARD in pursuing discipline against any person or entity
4 not otherwise identified as a Respondent in NGC Case No. 18-15 and shall not be construed
5 to operate as a resolution or conclusion of any possible future complaint filed by the BOARD
6 against any person or entity not otherwise identified as a Respondent in NGC Case
7 No. 18-15.

8 13. RESPONDENTS and the BOARD recognize and agree that the Commission has
9 the sole and absolute discretion to determine whether to accept this Stipulation for
10 Settlement. RESPONDENTS and the BOARD hereby waive any right they may have to
11 challenge the impartiality of the Commission to hear the above-entitled case on the matters
12 embraced in the Complaint if the Commission determines not to accept this Stipulation for
13 Settlement. If the Commission does not accept the Stipulation for Settlement, it shall be
14 withdrawn as null and void and RESPONDENTS' admissions, if any, that certain
15 violations of the Nevada Gaming Control Act and the Regulations of the Commission
16 occurred shall be withdrawn.

17 14. RESPONDENTS and the BOARD agree and understand that this Stipulation
18 for Settlement is intended to operate as full and final settlement of the Complaint filed in
19 NGC Case No. 18-15. The parties further agree and understand that any oral
20 representations are superseded by this Stipulation for Settlement and that only those
21 terms memorialized in writing herein shall be effective.

22 15. RESPONDENTS agree and understand that although this Stipulation for
23 Settlement, if approved by the Commission, will settle the Complaint filed in NGC Case
24 No. 18-15, that the allegations contained in the Complaint filed in NGC Case No. 18-15 and
25 the terms of this Stipulation for Settlement may be considered by the BOARD and/or the
26 Commission, with regards to any and all applications by RESPONDENTS that are
27 currently pending before the BOARD or the Commission, or that are filed in the future with
28 the BOARD.

1 16. RESPONDENTS and the BOARD shall each bear their own costs incurred in
2 this disciplinary action, NGC Case No. 18-15.


3 17. RESPONDENTS, by executing this Stipulation for Settlement, affirmatively
4 waive all notices required by law for this matter including, but not limited to, notices
5 concerning consideration of the character or misconduct of a person (NRS 241.033), notices
6 concerning consideration of administrative action against a person (NRS 241.034), and
7 notices concerning hearings before the Commission (NRS 463.312). Regardless of the
8 waiver of legal notice requirements, the BOARD and Commission will attempt to provide
9 reasonable notice of the time and place of the hearing. Further, in negotiating this
10 Stipulation for Settlement, RESPONDENTS acknowledges that the BOARD has provided
11 RESPONDENTS with the date and time of the Commission hearing during which the
12 BOARD anticipates the Commission will consider approving this Stipulation for
13 Settlement.

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

3 WYNN LAS VEGAS, LLC dba WYNN
4 LAS VEGAS, WYNN RESORTS
5 LIMITED (PTC)

NEVADA GAMING CONTROL BOARD


6 By:  1/25/19
7 MATT MADDOX Date
8 CEO of Wynn Resorts, Limited, and
9 Chairman of Wynn Las Vegas, LLC

 1-25-19
BECKY HARRIS, Chair Date

10 By:  1/25/19
11 ELLEN WHITTEMORE Date
12 EVP and General Counsel

 1-25-19
SHAWN REID, Member Date


13 BROWNSTEIN HYATT FARBER
14 SCHRECK

 01/25/19
TERRY JOHNSON, Member Date

15 By:  1/25/19
16 GREGORY A. BROWER Date
17 Attorneys for Respondents

Submitted By:

18 AARON D. FORD
19 Attorney General

20 By: 
21 JOHN S. MICHELA (Bar No. 8189)
22 Senior Deputy Attorney General
23 MICHAEL P. SOMPS (Bar No. 6507)
24 Senior Deputy Attorney General
25 EDWARD L. MAGAW (Bar No. 9111)
26 Deputy Attorney General
27 Gaming Division
28 Attorney General's Office

ORDER

IT IS SO ORDERED in NGC Case No. 18-15.

DATED this _____ day of _____, 2019.

NEVADA GAMING COMMISSION

TONY ALAMO, M.D., Chairman