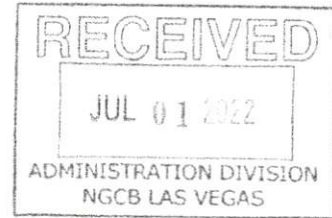


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12 **STATE OF NEVADA**
13 **BEFORE THE NEVADA GAMING COMMISSION**

14 NEVADA GAMING CONTROL BOARD,
15
16 Complainant,

17 vs.

18 STEPHEN ALAN WYNN,

19 In his capacity as having been found
20 suitable as Chief Executive Officer,
21 Chairman of the Board, and shareholder and
22 controlling shareholder of Wynn Resorts,
23 Ltd.;

24 Respondent.

CASE NO.: NGC 19-03

ANSWER TO COMPLAINT

25 Stephen A. Wynn ("Mr. Wynn"), for his Answer to the Complaint filed by the Nevada
26 Gaming Control Board (the "Board"), hereby responds as follows:

27 **PRELIMINARY STATEMENT**

28 This matter has a long procedural history. Mr. Wynn moved to dismiss this action on
November 14, 2019 on grounds the Board and the Commission lack subject matter jurisdiction to
pursue and impose discipline against him under the Nevada Gaming Control Act (the "Act") given
his lack of any involvement with a gaming licensee. The Commission denied Mr. Wynn's motion
after a hearing on December 19, 2019. Mr. Wynn thereafter petitioned for judicial review and/or
writ relief from the district court, which granted Mr. Wynn's petition on November 19, 2020 after

1 conducting multiple hearings on the matter. The Board and the Nevada Gaming Commission (the
2 “Commission” and collectively with the Board, the “Agencies”) appealed to the Nevada Supreme
3 Court. On March 31, 2022, the Supreme Court reversed the district court’s order on the narrow
4 ground that NRS 463.315(1) is the exclusive method to obtain review of Commission orders in
5 disciplinary actions. *See Nevada Gaming Commission v. Wynn*, 138 Nev. Adv. Op. 20, 507 P.3d
6 183, 186-87 (2022). The Supreme Court held that, because the Commission’s order denying Mr.
7 Wynn’s original motion to dismiss was not a final order, the district court lacked jurisdiction to
8 review the same. *Id.*

9
10 The *Wynn* court did not reach Mr. Wynn’s substantive arguments that the Agencies lack
11 jurisdiction over him. *See id.* at 186 n.2. Those arguments, accordingly, remain intact and Mr.
12 Wynn incorporates them as if fully set forth herein. Mr. Wynn submits this answer and requests
13 a hearing pursuant to NRS 463.312(3)(e) solely to preserve his ability (and intent) to seek judicial
14 review of any adverse decision or order of the Commission as he maintains and does not waive his
15 position that the Agencies lack jurisdiction to proceed herein.

16 ANSWER

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18 Except as otherwise admitted, Mr. Wynn generally denies the allegations contained in the
19 Complaint, including the headings contained therein (which are repeated below solely for ease of
20 reference).

21 INTRODUCTION

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23 1. The first sentence of paragraph 1 does not allege any facts, but instead constitutes
24 argument to which Mr. Wynn is not required to respond. To the extent a response is required, Mr.
25 Wynn denies the argument in the first sentence and affirmatively avers his Findings of Suitability
26 ended and were without any further force or effect when he resigned his positions with Wynn
27 Resorts, Limited (“WRL”) and Wynn Las Vegas, LLC, and the Board removed him from its
28 Location Report for those licensees. The remaining sentences of paragraph 1 comprise legal

1 conclusions to which no response is required. To the extent any response is required, Mr. Wynn
2 denies the remaining allegations.

3 2. Mr. Wynn admits he was Chairman, Chief Executive Officer and controlling
4 shareholder of WRL in 2005 and maintained those positions through early 2018 when he resigned
5 his executive positions and sold his company stock. Mr. Wynn further admits he resolved disputes
6 with two female employees during the foregoing period. Mr. Wynn further admits that various
7 media outlets publicized stories in 2018 about his alleged conduct, many of which contained
8 demonstrably false statements for which he has pursued legal relief. Except as otherwise admitted,
9 Mr. Wynn lacks knowledge or information to form a belief as to the truth or falsity of the remaining
10 allegations in paragraph 2 and, thus, denies the same.

11 3. In answering paragraph 3, Mr. Wynn admits that WRL entered a settlement with
12 the Board and refers to such settlement for a full and accurate statement of the terms thereof. Mr.
13 Wynn denies any allegation or characterization inconsistent with the settlement, which speaks for
14 itself.

15 4. Mr. Wynn lacks knowledge or information to form a belief as to the truth or falsity
16 of the allegations in paragraph 4 and, thus, denies the same.

17 5. Mr. Wynn admits his attorneys met with Board representatives in or about August
18 2018 who advised they intended to seek live testimony from Mr. Wynn at a later date. Mr. Wynn
19 denies that he “refused” to participate in a noticed hearing, and affirmatively avers he proposed
20 (through counsel) to cooperate with the Board but the Board did not respond thereto. Mr. Wynn
21 lacks knowledge or information to form a belief as to the truth or falsity of the remaining
22 allegations in paragraph 5 and, thus, denies the same.

23 6. The allegations in paragraph 6 contain multiple legal conclusions to which no
24 response is required. To the extent any response is required, Mr. Wynn denies these allegations
25 as well as the remainder of the allegations in paragraph 6.

1 7. The allegation in Paragraph 7 does not allege any facts, but instead constitutes
2 argument to which Mr. Wynn is not required to respond. To the extent a response is required, Mr.
3 Wynn denies the argument and affirmatively avers his Findings of Suitability ended and were
4 without any further force or effect when he resigned his positions with WRL and Wynn Las Vegas,
5 LLC, and the Board removed him from its Location Report for those licensees.
6

7 **JURISDICTION**

8 8. The allegations in paragraph 8 contain multiple legal conclusions to which no
9 response is required.

10 9. Mr. Wynn admits he was found suitable in or about 2005 in his capacities as
11 Chairman, Chief Executive Officer and controlling shareholder of WRL and affirmatively avers
12 that he maintained his suitability findings through early 2018, after which they ended and were
13 without any further force or effect when he resigned his executive positions and sold his company
14 stock. Mr. Wynn further admits that WRL owns Wynn Las Vegas, LLC, which holds an
15 unrestricted gaming license. The remaining allegations in paragraph 9 are legal conclusions to
16 which no response is required. To the extent a response is required, Mr. Wynn denies the
17 remaining allegations and incorporates his prior arguments addressing the Agencies’ lack of
18 jurisdiction over him.

19 **BACKGROUND**

20 **A. Complaints about Mr. Wynn that the Wynn Company Failed to Investigate**

21 10. Mr. Wynn denies the allegations contained in the first clause of paragraph 10. Mr.
22 Wynn is without knowledge or information as to which “complaints” are being referred to in the
23 second clause of paragraph 10 and, thus, denies the characterizations thereof, which speak for
24 themselves in any event.

25 11. Mr. Wynn admits he resolved disputes with two female employees during the period
26 he was Chairman, CEO and controlling shareholder of WRL. Mr. Wynn further admits he used
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1 personal funds to resolve those disputes. Mr. Wynn denies any allegation or characterization
2 inconsistent with the subject settlement agreements, which speaks for themselves. Mr. Wynn
3 denies the remaining allegations of paragraph 11.

4 12. Mr. Wynn admits the existence of the WSJ Article referred to in paragraph 12, which
5 speaks for itself. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the
6 truth or falsity of the remaining allegations in paragraph 12 and, thus, denies the same.

7 13. Mr. Wynn admits the allegations in paragraph 13 purport to characterize and quote
8 from the WSJ Article. To the extent the allegations mischaracterize or selectively quote from the
9 WSJ Article, Mr. Wynn denies the allegations.

10 14. Mr. Wynn admits the allegations in paragraph 14 purport to characterize and quote
11 from the WSJ Article. To the extent the allegations mischaracterize or selectively quote from the
12 WSJ Article, Mr. Wynn denies the allegations.

13 15. Mr. Wynn admits the allegations in paragraph 15 purport to characterize and quote
14 from the WSJ Article. To the extent the allegations mischaracterize or selectively quote from the
15 WSJ Article, Mr. Wynn denies the allegations.

16 **B. Wynn Company Policies**

17 16. Mr. Wynn admits that he was found suitable in or about 2005 in his capacities as
18 Chairman, Chief Executive Officer and controlling shareholder of WRL and affirmatively avers
19 that he maintained his suitability findings through early 2018, after which they ended and were
20 without any further force or effect when he resigned his executive positions and sold his company
21 stock. Except as otherwise admitted, Mr. Wynn denies the remaining allegations of paragraph 16.

22 17. Mr. Wynn admits the existence of the Harassment Policy referred to in paragraph
23 17, and refers to such policy for a full and accurate statement of the terms thereof. Mr. Wynn
24 denies any allegation or characterization inconsistent with the policy, which speaks for itself.

1 18. Mr. Wynn admits the existence of the Harassment Policy referred to in paragraph
2 18, and refers to such policy for a full and accurate statement of the terms thereof. Mr. Wynn
3 denies any allegation or characterization inconsistent with the policy, which speaks for itself.

4 19. Mr. Wynn admits the existence of the Harassment Policy referred to in paragraph
5 19, and refers to such policy for a full and accurate statement of the terms thereof. Mr. Wynn
6 denies any allegation or characterization inconsistent with the policy, which speaks for itself.

7 20. Mr. Wynn admits the existence of the Harassment Policy referred to in paragraph
8 20, and refers to such policy for a full and accurate statement of the terms thereof. Mr. Wynn
9 denies any allegation or characterization inconsistent with the policy, which speaks for itself.
10

11 21. Mr. Wynn admits the existence of the Harassment Policy referred to in paragraph
12 21, and refers to such policy for a full and accurate statement of the terms thereof. Mr. Wynn
13 denies any allegation or characterization inconsistent with the policy, which speaks for itself.

14 22. Mr. Wynn admits the existence of the Investigations Policy referred to in paragraph
15 22, and refers to such policy for a full and accurate statement of the terms thereof. Mr. Wynn
16 denies any allegation or characterization inconsistent with the policy, which speaks for itself.
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18 23. Mr. Wynn admits the existence of the Investigations Policy referred to in paragraph
19 23, and refers to such policy for a full and accurate statement of the terms thereof. Mr. Wynn
20 denies any allegation or characterization inconsistent with the policy, which speaks for itself.

21 24. Mr. Wynn admits the existence of the Personal Relationships Policy referred to in
22 paragraph 24, and refers to such policy for a full and accurate statement of the terms thereof. Mr.
23 Wynn denies any allegation or characterization inconsistent with the policy, which speaks for
24 itself.

25 25. Mr. Wynn admits the existence of the Personal Relationships Policy referred to in
26 paragraph 25, and refers to such policy for a full and accurate statement of the terms thereof. Mr.
27
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1 Wynn denies any allegation or characterization inconsistent with the policy, which speaks for
2 itself.

3 **C. Gaming Control Board Investigation**

4 **i. Scope of the Investigation**

5 26. Mr. Wynn admits the Board began an investigation sometime after publication of
6 the WSJ Article. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the
7 truth or falsity of the remaining allegations in paragraph 26 and, thus, denies the same.

8 27. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
9 or falsity of the allegations in paragraph 27 and, thus, denies the same.

10 28. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
11 or falsity of the allegations in paragraph 28 and, thus, denies the same.

12 29. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
13 or falsity of the allegations in paragraph 29 and, thus, denies the same.

14 30. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
15 or falsity of the allegations in paragraph 30 and, thus, denies the same.

16 31. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
17 or falsity of the allegations in paragraph 31 and, thus, denies the same.

18 32. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
19 or falsity of the allegations in paragraph 32 and, thus, denies the same.

20 33. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
21 or falsity of the allegations in paragraph 33 and, thus, denies the same.

22 34. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
23 or falsity of the allegations in paragraph 34 and, thus, denies the same.

24 35. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
25 or falsity of the allegations in paragraph 35 and, thus, denies the same.

ii. Findings from the Investigation

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2 36. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
3 or falsity of the allegations in paragraph 36 and, thus, denies the same.

4 37. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
5 or falsity of the allegations in paragraph 37 and, thus, denies the same.

6 38. Paragraph 38 lacks temporal scope and context insofar as it uses the phrases
7 “position of power,” “CEO” and “largest shareholder.” For example, to the extent “largest
8 shareholder” refers to Mr. Wynn’s capacity in WRL, Mr. Wynn denies the same as he was not that
9 company’s largest shareholder depending on the period at issue. Mr. Wynn, accordingly, is
10 without knowledge or information sufficient to form a belief as to the truth or falsity of the
11 allegations in paragraph 38 and, thus, denies the same.

12 39. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
13 or falsity of the allegations in paragraph 39 and, thus, denies the same.

14 40. Mr. Wynn admits he provided a written statement to the Special Committee
15 established by WRL’s board of directors, and refers to such statement for a full and accurate
16 statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent
17 with the statement, which speaks for itself. Except as otherwise admitted, Mr. Wynn denies the
18 allegations of paragraph 40.

19 41. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
20 or falsity of the allegations in paragraph 41 and, thus, denies the same.

21 42. Mr. Wynn lacks knowledge or information sufficient to form a belief as to the truth
22 or falsity of the allegations in paragraph 42 and, thus, denies the same.

23 43. Mr. Wynn admits his attorneys met with Board representatives in or about August
24 2018 who advised they intended to seek live testimony from Mr. Wynn at a later date. Except as
25 otherwise admitted, Mr. Wynn denies the allegations of paragraph 43.

1 44. Mr. Wynn admits the allegations in paragraph 44 purport to characterize and/or
2 quote from an alleged notice to appear. To the extent the allegations mischaracterize or selectively
3 quote from the alleged notice, Mr. Wynn denies the allegations.

4 45. The allegations in paragraph 45 are legal conclusions to which no response is
5 required. To the extent any response is required, Mr. Wynn denies the allegations.

6 **D. Wynn Company Settlement with Gaming Control Board**

7 46. Mr. Wynn admits the existence of the Wynn Company Complaint referred to in
8 paragraph 46, and refers to such complaint for a full and accurate statement of the contents thereof.
9 Mr. Wynn denies any allegation or characterization inconsistent with the complaint, which speaks
10 for itself.

11 47. Mr. Wynn admits the existence of the 2019 Settlement Stipulation referred to in
12 paragraph 47, and refers to such stipulation for a full and accurate statement of the contents thereof.
13 Mr. Wynn denies any allegation or characterization inconsistent with the stipulation, which speaks
14 for itself.

15 48. Mr. Wynn admits the existence of the 2019 Settlement Stipulation referred to in
16 paragraph 48, and refers to such stipulation for a full and accurate statement of the contents thereof.
17 Mr. Wynn denies any allegation or characterization inconsistent with the stipulation, which speaks
18 for itself.

19 49. Mr. Wynn admits the allegations in paragraph 49 (and its subparts) purport to
20 characterize and quote from the 2019 Settlement Stipulation. To the extent the allegations
21 mischaracterize or selectively quote from the stipulation, Mr. Wynn denies the allegations.

22 50. The allegations in paragraph 50 are legal conclusions to which no response is
23 required. To the extent any response is required, Mr. Wynn denies the allegations.
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Massachusetts Gaming Commission Report and Proceedings

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2 51. Mr. Wynn admits that Massachusetts gaming regulators conducted a suitability
3 investigation into affiliates of WRL that was ongoing in 2018. Mr. Wynn lacks knowledge or
4 information sufficient to form a belief as to the truth or falsity of the remaining allegations in
5 paragraph 51 and, thus, denies the same.

6 52. Mr. Wynn admits he provided a written statement to the Special Committee
7 established by WRL's board of directors, and refers to such statement for a full and accurate
8 statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent
9 with the statement, which speaks for itself.

10 53. Mr. Wynn admits the allegations in paragraph 53 purport to characterize and quote
11 from his written statement to the Special Committee. To the extent the allegations mischaracterize
12 or selectively quote from the statement, Mr. Wynn denies the allegations.

13 54. Mr. Wynn admits the existence of a hearing transcript from the Massachusetts
14 investigation, and refers to such transcript for a full and accurate statement of the contents thereof.
15 Mr. Wynn denies any allegation or characterization inconsistent with the transcript, which speaks
16 for itself.

17 55. Mr. Wynn admits the existence of a Decision and Order resulting from the
18 Massachusetts investigation, and refers to such Decision and Order for a full and accurate
19 statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent
20 with the Decision and Order, which speaks for itself.

21 56. Mr. Wynn admits the existence of a Decision and Order resulting from the
22 Massachusetts investigation, and refers to such Decision and Order for a full and accurate
23 statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent
24 with the Decision and Order, which speaks for itself.
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RELEVANT LAW

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57. The allegations in paragraph 57 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

58. The allegations in paragraph 58 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

59. The allegations in paragraph 59 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

60. The allegations in paragraph 60 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

61. The allegations in paragraph 61 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

62. The allegations in paragraph 62 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

63. The allegations in paragraph 63 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

64. The allegations in paragraph 64 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

65. The allegations in paragraph 65 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

66. The allegations in paragraph 66 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

67. The allegations in paragraph 67 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

68. The allegations in paragraph 68 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

1 69. The allegations in paragraph 69 are legal conclusions to which no response is
2 required. To the extent any response is required, Mr. Wynn denies the allegations.

3 70. The allegations in paragraph 70 are legal conclusions to which no response is
4 required. To the extent any response is required, Mr. Wynn denies the allegations.

5 71. The allegations in paragraph 71 are legal conclusions to which no response is
6 required. To the extent any response is required, Mr. Wynn denies the allegations.

7 72. The allegations in paragraph 72 are legal conclusions to which no response is
8 required. To the extent any response is required, Mr. Wynn denies the allegations.

9 73. The allegations in paragraph 73 are legal conclusions to which no response is
10 required. To the extent any response is required, Mr. Wynn denies the allegations.

11
12 **COUNT ONE**
13 **VIOLATION OF NRS 463.170 and/or**
14 **GAMING COMMISSION REGULATIONS 5.010 and/or 5.011**

15 74. Mr. Wynn realleges and incorporates the above responses as though fully set forth.

16 75. The allegations in paragraph 75 are legal conclusions to which no response is
17 required. To the extent any response is required, Mr. Wynn denies the allegations.

18 76. The allegations in paragraph 76 are legal conclusions to which no response is
19 required. To the extent any response is required, Mr. Wynn denies the allegations.

20 77. The allegations in paragraph 77 (and its subparts) are legal conclusions to which no
21 response is required. To the extent any response is required, Mr. Wynn denies the allegations.

22 78. The allegations in paragraph 78 are legal conclusions to which no response is
23 required. To the extent any response is required, Mr. Wynn denies the allegations.

24 79. The allegations in paragraph 79 are legal conclusions to which no response is
25 required. To the extent any response is required, Mr. Wynn denies the allegations.

26 80. The allegations in paragraph 80 are legal conclusions to which no response is
27 required. To the extent any response is required, Mr. Wynn denies the allegations.
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1 81. The allegations in paragraph 81 are legal conclusions to which no response is
2 required. To the extent any response is required, Mr. Wynn denies the allegations.

3 82. The allegations in paragraph 82 are legal conclusions to which no response is
4 required. To the extent any response is required, Mr. Wynn denies the allegations.

5 **COUNT TWO**
6 **VIOLATION OF NRS 463.170 and/or**
7 **GAMING COMMISSION REGULATIONS 5.010 and/or 5.011**

8 83. Mr. Wynn realleges and incorporates the above responses as though fully set forth.

9 84. Mr. Wynn admits he provided a written statement to the Special Committee
10 established by WRL's board of directors, and refers to such statement for a full and accurate
11 statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent
12 with the statement, which speaks for itself.

13 85. Mr. Wynn admits the existence of the 2019 Settlement Stipulation referred to in
14 paragraph 85, and refers to such stipulation for a full and accurate statement of the contents thereof.
15 Mr. Wynn denies any allegation or characterization inconsistent with the stipulation, which speaks
16 for itself.

17 86. Mr. Wynn admits the existence of the 2019 Settlement Stipulation referred to in
18 paragraph 86, and refers to such stipulation for a full and accurate statement of the contents thereof.
19 Mr. Wynn denies any allegation or characterization inconsistent with the stipulation, which speaks
20 for itself.

21 87. Mr. Wynn admits that various media outlets publicized stories in 2018 about his
22 alleged conduct, many of which contained demonstrably false statements for which he has pursued
23 legal relief. Except as otherwise admitted, Mr. Wynn denies the allegations contained in paragraph
24 87.

25 88. The allegations in paragraph 88 are legal conclusions to which no response is
26 required. To the extent any response is required, Mr. Wynn denies the allegations.
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1 89. The allegations in paragraph 89 are legal conclusions to which no response is
2 required. To the extent any response is required, Mr. Wynn denies the allegations.

3 90. The allegations in paragraph 90 are legal conclusions to which no response is
4 required. To the extent any response is required, Mr. Wynn denies the allegations.

5 91. The allegations in paragraph 91 are legal conclusions to which no response is
6 required. To the extent any response is required, Mr. Wynn denies the allegations.

7 92. The allegations in paragraph 92 are legal conclusions to which no response is
8 required. To the extent any response is required, Mr. Wynn denies the allegations.

9 93. The allegations in paragraph 93 are legal conclusions to which no response is
10 required. To the extent any response is required, Mr. Wynn denies the allegations.

11 94. The allegations in paragraph 94 are legal conclusions to which no response is
12 required. To the extent any response is required, Mr. Wynn denies the allegations.

13
14 **COUNT THREE**
15 **VIOLATION OF NRS 463.170 and/or**
16 **GAMING COMMISSION REGULATIONS 5.010 and/or 5.011**

17 95. Mr. Wynn realleges and incorporates the above responses as though fully set forth.

18 96. Mr. Wynn admits he learned from company employees sometime in 2005 that a
19 female employee from the Wynn salon had made allegations against him. Mr. Wynn lacks
20 knowledge to form a belief as to the truth or falsity of the remaining allegations in paragraph 96
21 and, thus, denies them.

22 97. Mr. Wynn admits he resolved the matter with the salon employee through the written
23 settlement agreement referred to in paragraph 97, and refers to that agreement for a full and
24 accurate statement of the contents thereof. Mr. Wynn denies any allegation or characterization
25 inconsistent with the agreement, which speaks for itself.

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27 98. Mr. Wynn admits he resolved the matter with the salon employee through the written
28 settlement agreement referred to in paragraph 98, and refers to that agreement for a full and

1 accurate statement of the contents thereof. Mr. Wynn denies any allegation or characterization
2 inconsistent with the agreement, which speaks for itself.

3 99. Mr. Wynn admits he resolved the matter with the salon employee through the written
4 settlement agreement referred to in paragraph 99, and refers to that agreement for a full and
5 accurate statement of the contents thereof. Mr. Wynn denies any allegation or characterization
6 inconsistent with the agreement, which speaks for itself.

7 100. Mr. Wynn admits the existence of the 2019 Settlement Stipulation referred to in
8 paragraph 100, and refers to such stipulation for a full and accurate statement of the contents
9 thereof. Mr. Wynn denies any allegation or characterization inconsistent with the stipulation,
10 which speaks for itself.

11 101. Paragraph 101 lacks context insofar as it fails to identify the reports and media
12 outlets upon which the allegations are based. Mr. Wynn admits that various media outlets
13 publicized stories in 2018 about his alleged conduct, many of which contained demonstrably false
14 statements for which he has pursued legal relief. Mr. Wynn lacks knowledge to form a belief as
15 to the truth or falsity of the remaining allegations in paragraph 101 and, thus, denies them.

16 102. The allegations in paragraph 102 are legal conclusions to which no response is
17 required. To the extent any response is required, Mr. Wynn denies the allegations.

18 103. The allegations in paragraph 103 are legal conclusions to which no response is
19 required. To the extent any response is required, Mr. Wynn denies the allegations.

20 104. The allegations in paragraph 104 are legal conclusions to which no response is
21 required. To the extent any response is required, Mr. Wynn denies the allegations.

22 105. The allegations in paragraph 105 are legal conclusions to which no response is
23 required. To the extent any response is required, Mr. Wynn denies the allegations.

24 106. The allegations in paragraph 106 are legal conclusions to which no response is
25 required. To the extent any response is required, Mr. Wynn denies the allegations.

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107. The allegations in paragraph 107 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

108. The allegations in paragraph 108 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

COUNT FOUR
VIOLATION OF NRS 463.170 and/or
GAMING COMMISSION REGULATIONS 5.010 and/or 5.011

109. Mr. Wynn realleges and incorporates the above responses as though fully set forth.

110. Mr. Wynn admits he learned sometime in 2006 that a Wynn cocktail server had made allegations against him. Mr. Wynn lacks knowledge to form a belief as to the truth or falsity of the remaining allegations in paragraph 110 and, thus, denies them.

111. Mr. Wynn admits he resolved the matter with the cocktail server through the written settlement agreement referred to in paragraph 111, and refers to that agreement for a full and accurate statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent with the agreement, which speaks for itself.

112. Mr. Wynn admits he retained personal counsel to assist in the resolution of the cocktail server’s allegations. Mr. Wynn lacks knowledge to form a belief as to the truth or falsity or the remaining allegations in paragraph 112 and, thus, denies them.

113. Mr. Wynn admits he resolved the matter with the cocktail server through the written settlement agreement referred to in paragraph 113, and refers to that agreement for a full and accurate statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent with the agreement, which speaks for itself.

114. Mr. Wynn admits he resolved the matter with the cocktail server through the written settlement agreement referred to in paragraph 114, and refers to that agreement for a full and accurate statement of the contents thereof. Mr. Wynn denies any allegation or characterization inconsistent with the agreement, which speaks for itself. Mr. Wynn further admits he retained

1 personal counsel to assist him with the settlement agreement. Mr. Wynn denies the remaining
2 allegations in paragraph 114.

3 115. Mr. Wynn admits the existence of the 2019 Settlement Stipulation referred to in
4 paragraph 115, and refers to such stipulation for a full and accurate statement of the contents
5 thereof. Mr. Wynn denies any allegation or characterization inconsistent with the stipulation,
6 which speaks for itself.

7 116. Paragraph 116 lacks context insofar as it fails to identify the reports and media
8 outlets upon which the allegations are based. Mr. Wynn admits that various media outlets
9 publicized stories in 2018 about his alleged conduct, many of which contained demonstrably false
10 statements for which he has pursued legal relief. Mr. Wynn lacks knowledge to form a belief as
11 to the truth or falsity of the remaining allegations in paragraph 116 and, thus, denies them.
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13 117. The allegations in paragraph 117 are legal conclusions to which no response is
14 required. To the extent any response is required, Mr. Wynn denies the allegations.
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16 118. The allegations in paragraph 118 are legal conclusions to which no response is
17 required. To the extent any response is required, Mr. Wynn denies the allegations.
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19 119. The allegations in paragraph 119 are legal conclusions to which no response is
20 required. To the extent any response is required, Mr. Wynn denies the allegations.
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22 120. The allegations in paragraph 120 are legal conclusions to which no response is
23 required. To the extent any response is required, Mr. Wynn denies the allegations.
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25 121. The allegations in paragraph 121 are legal conclusions to which no response is
26 required. To the extent any response is required, Mr. Wynn denies the allegations.
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28 122. The allegations in paragraph 122 are legal conclusions to which no response is
required. To the extent any response is required, Mr. Wynn denies the allegations.

123. The allegations in paragraph 123 are legal conclusions to which no response is
required. To the extent any response is required, Mr. Wynn denies the allegations.

COUNT FIVE
VIOLATION OF NRS 463.170 and/or
GAMING COMMISSION REGULATIONS 5.010, 5.011 and/or 5.070

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3 124. Mr. Wynn realleges and incorporates the above responses as though fully set forth.

4 125. The allegations in paragraph 125 are legal conclusions to which no response is
5 required. To the extent any response is required, Mr. Wynn denies the allegations.

6 126. The allegations in paragraph 126 are legal conclusions to which no response is
7 required. To the extent any response is required, Mr. Wynn denies the allegations.

8 127. The allegations in paragraph 127 are legal conclusions to which no response is
9 required. To the extent any response is required, Mr. Wynn denies the allegations.

10 128. The allegations in paragraph 128 are legal conclusions to which no response is
11 required. To the extent any response is required, Mr. Wynn denies the allegations.

12 129. Mr. Wynn admits the allegations in paragraph 129 purport to characterize and/or
13 quote from an alleged notice to appear. To the extent the allegations mischaracterize or selectively
14 quote from the alleged notice, Mr. Wynn denies the allegations.

15 130. Mr. Wynn lacks knowledge to form a belief as to the truth or falsity of the allegations
16 in paragraph 130 and, thus, denies them.

17 131. Mr. Wynn admits the allegations in paragraph 131 purport to characterize and/or
18 quote from an alleged notice to appear. To the extent the allegations mischaracterize or selectively
19 quote from the alleged notice, Mr. Wynn denies the allegations.

20 132. Mr. Wynn lacks knowledge to form a belief as to the truth or falsity of the allegations
21 in paragraph 132 and, thus, denies them.

22 133. Mr. Wynn lacks knowledge to form a belief as to the truth or falsity of the allegations
23 in paragraph 133 and, thus, denies them.

24 134. Mr. Wynn admits the existence of the September 5, 2018 letter referred to in
25 paragraph 134, and refers to such letter for a full and accurate statement of the contents thereof.
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Mr. Wynn denies any allegation or characterization inconsistent with the letter, which speaks for itself.

135. Mr. Wynn admits the existence of the September 5, 2018 letter referred to in paragraph 135, and refers to such letter for a full and accurate statement of the contents thereof.

Mr. Wynn denies any allegation or characterization inconsistent with the letter, which speaks for itself.

136. Mr. Wynn admits he did not attend the Investigative hearing referred to in paragraph 136, but denies that he failed to participate as he proposed (through counsel) to cooperate with the Board through alternative means but the Board did not respond thereto.

137. Mr. Wynn denies the allegations in paragraph 137.

138. Mr. Wynn denies the allegations in paragraph 138.

139. Mr. Wynn denies the allegations in paragraph 139.

140. The allegations in paragraph 140 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

141. The allegations in paragraph 141 are legal conclusions to which no response is required. To the extent any response is required, Mr. Wynn denies the allegations.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Agencies lack subject matter jurisdiction to proceed against Mr. Wynn.

THIRD AFFIRMATIVE DEFENSE

The Agencies lack personal jurisdiction over Mr. Wynn.

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FOURTH AFFIRMATIVE DEFENSE

The relief sought in the Complaint violates the Excessive Fines Clause contained in the Nevada and United States Constitutions.

FIFTH AFFIRMATIVE DEFENSE

The relief sought in the Complaint violates Mr. Wynn’s due process rights under the Nevada and United States Constitutions.

SIXTH AFFIRMATIVE DEFENSE

The Complaint is barred in whole or part based on the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

The Complaint is barred in whole or part based on the doctrine of waiver.

EIGHTH AFFIRMATIVE DEFENSE

The Complaint is barred in whole or part based on the various doctrines of estoppel.

NINTH AFFIRMATIVE DEFENSE

The relief sought in the Complaint is premised on statutes and regulations that are unconstitutionally vague, overbroad, and constitute an excessive use of police power.

TENTH AFFIRMATIVE DEFENSE

The Complaint is barred in whole or part as the Agencies are acting beyond their express and implied powers.

ELEVENTH AFFIRMATIVE DEFENSE

Mr. Wynn hereby gives notice that he intends to rely upon any other defense and/or remedy that may become available or appear during the proceedings in this case and hereby reserves the right to amend this Answer to assert any such defense and/or remedy. The defenses contained in NRCP 8(c) are incorporated herein by reference for the specific purpose of not waiving any such defenses.

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WHEREFORE, Mr. Wynn respectfully pray as follows:

1. That Complainant take nothing by way of its Complaint;
2. That the Commission enter judgment for Mr. Wynn; and
3. For any and all other relief deemed just and proper under the circumstances.

DATED this 1st day of July, 2022.

CAMPBELL & WILLIAMS

By /s/ Donald J. Campbell
DONALD J. CAMPBELL, ESQ. (1216)
J. COLBY WILLIAMS, ESQ. (5549)
710 South Seventh Street
Las Vegas, Nevada 89101

*Attorneys for Respondent
Stephen A. Wynn*

CERTIFICATE OF SERVICE

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I certify that I am an employee of Campbell & Williams and that I did, on the 1st day of July 2022, serve the foregoing Answer to Complaint by e-mailing and sending via United States Mail, first class postage pre-paid, a copy thereof to the following attorneys of record for Complainant:

AARON D. FORD
Attorney General

Darlene Caruso, Chief Deputy Attorney General
Steven G. Shevorski, Chief Litigation Counsel
Kiel Ireland, Deputy Attorney General
555 East Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

By: /s/ John Y. Chong
An employee of Campbell & Williams