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4 **STATE OF NEVADA**

5 **BEFORE THE NEVADA GAMING COMMISSION**

6 NEVADA GAMING CONTROL BOARD,

7 Complainant,

8 vs.

9 WYNN LAS VEGAS, LLC

10 Respondent.

**COMPLAINT**

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12 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD  
13 (BOARD), Complainant herein, by and through its counsel, AARON D. FORD, Attorney  
14 General, MICHAEL P. SOMPS, Senior Deputy Attorney General, and NONA ML  
15 LAWRENCE, Deputy Attorney General, hereby files this Complaint before the Nevada  
16 Gaming Commission (Commission) for disciplinary action against RESPONDENT WYNN  
17 LAS VEGAS, LLC (WLV) pursuant to Nevada Revised Statute (NRS) 463.310 and/or  
18 Commission Regulations 5.010, 5.011, and/or 5.030, and alleges as follows:

19 **JURISDICTION**

20 1. Complainant, BOARD, is a regulatory agency of the State of Nevada duly  
21 organized and existing under and by virtue of Chapter 463 of NRS and is charged with the  
22 administration and enforcement of the gaming laws of this State as set forth in Title 41 of  
23 NRS (Nevada Gaming Control Act) and the Regulations of the Commission.

24 2. Wynn Las Vegas, LLC, dba Wynn Las Vegas, located at 3131 Las Vegas  
25 Boulevard South, Las Vegas, Nevada, holds a nonrestricted gaming license issued by the  
26 Commission and is licensed to operate gaming in Nevada.

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1           8.     Commission Regulation 5.011(1) provides in relevant part the following:

2                     The Board and the Commission deem any activity on the  
3                     part of a licensee, registrant, or person found suitable by the  
4                     Commission, or an agent or employee thereof, that is inimical to  
5                     the public health, safety, morals, good order, or general welfare  
6                     of the people of the State of Nevada, or that would reflect or tend  
7                     to reflect discredit upon the State of Nevada or the gaming  
8                     industry, to be an unsuitable method of operation and shall be  
9                     grounds for disciplinary action by the Board and the Commission  
10                    in accordance with the Nevada Gaming Control Act and the  
11                    regulations of the Commission. The following acts or omissions,  
12                    without limitation, may be determined to be unsuitable methods  
13                    of operation:

14                    (a) Failure to exercise discretion and sound judgment to  
15                    prevent incidents which might reflect on the repute of the State  
16                    of Nevada and act as a detriment to the development of the  
17                    industry.

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19                    (h) Failure to comply with or make provision for  
20                    compliance with all federal, state, or local laws and regulations  
21                    and with all conditions and limitations approved by the  
22                    Commission relating to the operations of a licensed gaming  
23                    establishment or other gaming business.

24                    ....

25                    (k) Failure to conduct gaming operations in accordance  
26                    with proper standards of custom, decorum, and decency, or  
27                    permit a type of conduct in a gaming establishment that reflects  
28                    or tends to reflect on the repute of the State of Nevada and act  
29                    as a detriment to the gaming industry.

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31     Nev. Gaming Comm'n Reg. 5.011(1)(a), (h) and (k).

32           9.     Commission Regulation 5.030 provides as follows:

33                     Violation of any provision of the Nevada Gaming Control  
34                     Act or of these regulations by a licensee, the licensee's agent or  
35                     employee shall be deemed contrary to the public health, safety,  
36                     morals, good order, and general welfare of the inhabitants of the  
37                     State of Nevada and grounds for suspension or revocation of a  
38                     license. Acceptance of a state gaming license or renewal thereof  
39                     by a licensee constitutes an agreement on the part of the licensee  
40                     to be bound by all of the regulations of the Commission as the  
41                     same now are or may hereafter be amended or promulgated. It  
42                     is the responsibility of the licensee to keep informed of the  
43                     content of all such regulations, and ignorance thereof will not  
44                     excuse violations.

45     Nev. Gaming Comm'n Reg. 5.030.

## **BACKGROUND ALLEGATIONS**

### **I. General Background – Federal Law**

10. Prior to July 1, 2007, the Commission and the BOARD regulated cash transaction prohibitions, reporting, and record keeping for nonrestricted licensees pursuant to Commission Regulation 6A. Regulation 6A was adopted pursuant to an exemption from the U.S. Secretary of the Treasury allowing such exemption if the laws of a state for a class of transactions were substantially similar to those imposed under federal law concerning records and reports on monetary instruments transactions.

11. In the early 2000's, several years of discussion took place, both internally and with the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN), regarding the elimination of the exemption. As a result of these discussions, the BOARD and Commission, with input from the industry, decided that maintaining Regulation 6A in a manner sufficient to keep the exemption in effect was becoming an increasing and unnecessary burden.

12. Based on the increasing burdens, the Commission and the BOARD decided to relinquish the exemption and allow the U.S. Department of the Treasury to exclusively regulate cash transactions, suspicious activity reporting, and anti-money laundering (AML) programs.

13. Thus, on September 21, 2006, the Commission repealed Regulation 6A, effective June 30, 2007, and reverted control of the regulation of cash transactions, suspicious activity reporting, and AML programs concerning nonrestricted licensees to the U.S. Department of the Treasury.

14. The U.S. Bank Secrecy Act (BSA) authorizes the U.S. Department of the Treasury to impose reporting and other requirements on financial institutions, including casinos, to help detect and prevent money laundering.

15. In furtherance of the BSA, 31 C.F.R. § 1021.210 requires casinos to develop and implement a written AML compliance program reasonably designed to assure and

1 monitor compliance with the requirements of 31 U.S.C. Chapter 53, subchapter II and  
2 specified regulations.

3 16. As part of satisfying a casino's obligations under the BSA and as part of a  
4 reasonable AML compliance plan, casinos must know their customers and inquire about  
5 source of funds (SOF) as appropriate to a risk-based approach.

6 17. Although the federal government has exclusive jurisdiction over Nevada  
7 casinos to enforce federal requirements pertaining to cash transactions, suspicious activity  
8 reporting, and AML programs, the Commission and the BOARD remain concerned with  
9 these issues. Despite the repeal of former regulation 6A, nonrestricted gaming licensees  
10 are expected and relied upon to comply with their obligations under federal law, to self-  
11 regulate, and implement sufficient and appropriate policies, controls, and procedures to  
12 ensure proper oversight of their operations and to ensure they are not used to facilitate  
13 money laundering or other criminal activity.

14 **II. Background – WLV/DOJ Non-Prosecution Agreement (NPA)**

15 18. On or about September 6, 2024, WLV entered into a non-prosecution  
16 agreement (NPA) with the United States Attorney's Office for the Southern District of  
17 California (USAO). The USAO agreed not to criminally prosecute WLV, or any of its  
18 parents, subsidiaries, or affiliates during the term of the NPA or thereafter for any crime  
19 related to, amongst other information, the conduct described in the Statement of Facts  
20 attached to the NPA. The NPA pertains to violations of 18 U.S.C. § 1960: Unlicensed Money  
21 Transmitting Business; 18 U.S.C. § 371: Conspiracy; and 18 U.S.C. § 2: Aiding and  
22 Abetting.

23 19. The NPA, including the Statement of Facts that is attached to, and in support  
24 of, the NPA and agreed to by WLV, is hereby incorporated by reference and attached as  
25 Exhibit A.

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1           20.    Among the facts agreed to by WLV are the following:

2           a.    A money transmitting business provides money  
3           transmitting services such as accepting currency or funds  
4           denominated in the currency of any country and transmitting the  
5           currency or funds, or the value of the currency or funds, by any  
6           means through a financial agency, financial institution, or an  
7           electronic funds transfer network. A money transmitting  
8           business may legally operate in the United States, provided that  
9           it abides by state and federal laws, including the BSA, which  
10          require the money transmitting business: (a) to comply with  
11          AML and other financial transaction monitoring provisions of  
12          the BSA and the regulations prescribed thereunder; and (b) to  
13          register with the Financial Crimes Enforcement Network  
14          ("FinCEN"), pursuant to 31 U.S.C. § 5330. FinCEN is an agency  
15          within the Department of Treasury tasked with safeguarding the  
16          financial system, combatting money laundering, and promoting  
17          national security through the strategic collection, use, and  
18          dissemination of financial intelligence. A money transmitting  
19          business registered with FinCEN is subject to inspection by the  
20          Department of the Treasury. Attachment A, ¶3.

21          b.    WLV's gaming clientele included patrons who  
22          resided in countries other than the United States, and who  
23          utilized various third parties, foreign agents and businesses,  
24          financial institutions, and other money transmitting businesses  
25          to conduct transactions related to their gaming activity at WLV,  
26          including to guarantee markers, deposit front money, and make  
27          payments to settle outstanding debts owed to WLV. To the extent  
28          transactions originating at these third parties, foreign agents  
29          and businesses, and financial institutions resulted in  
30          transactions "by, through, or to" WLV, those transactions were  
31          subject to the requirements of United States BSA/AML  
32          regulations. Attachment A, ¶4.

33          c.    Beginning no later than July 31, 2014 and  
34          continuing for the duration of the conspiracy, in the Southern  
35          District of California and elsewhere, defendant WLV – acting  
36          through its employees and agents and through its affiliate  
37          companies' employees and agents – knowingly and intentionally  
38          conspired with, among others, various third parties, agents, and  
39          individuals, known and unknown, to conduct, control, manage,  
40          supervise, direct, or own all or part of certain activities of  
41          unregistered money transmitting businesses (the "Subject  
42          MTBs"), in violation of 18 U.S.C. §§ 371, 1960, the object of which  
43          was to transfer funds and other value throughout the world for  
44          the financial benefit of WLV. Attachment A, ¶5.

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1 d. The Subject MTBs and the constituent parts of each  
2 failed to register and failed to maintain adequate BSA/AML  
3 compliance programs, including to maintain required  
4 transactional records and to file (or to file materially incomplete)  
5 required reports of certain types of financial activity, as required  
6 under the BSA, all resulting in FinCEN not receiving timely filed  
7 CTRs, SARs, and registrations of money transmitting  
8 businesses. Attachment A, ¶6.

9 e. Over the course of the conspiracy, WLV, through its  
10 employees and agents, implemented various independent  
11 manners and means in order to transmit value from one  
12 geographic location to another, outside the conventional  
13 financial system, as set forth below. WLV no longer employs or  
14 is affiliated with the individuals who were implicated or involved  
15 in the conduct set forth in this Statement of Facts. Attachment  
16 A, ¶7.

17 f. WLV regularly contracted with third-party agents  
18 ("Independent Agents") for the purpose of recruiting foreign  
19 gamblers to WLV. As a manner and means of the conspiracy, to  
20 have funds available for their clients to gamble at WLV, certain  
21 Independent Agents, acting as unlicensed money transmitting  
22 businesses, surreptitiously moved clients' funds through a series  
23 of companies, bank accounts, and other third-party nominees  
24 they controlled in Latin America, and elsewhere, and ultimately  
25 into a WLV-controlled bank account in the Southern District of  
26 California. The funds deposited into the WLV-controlled bank  
27 account were consolidated and transferred to the WLV cage  
28 account, whereupon WLV employees, with the knowledge of  
their supervisors and in conjunction with the Independent  
Agents, retraced the money through a third-party wire log and  
email communication, and eventually credited the WLV account  
of each individual patron. In this way, the Independent Agents'  
unlicensed money transmitting businesses, using multiple layers  
of companies, bank accounts, and third-party nominees allowed  
their clients to conduct international monetary transfers and  
financial transactions without the requisite compliance with  
foreign laws and *BSNAML* regulations regarding monetary  
transfer and reporting in the United States. Attachment A, ¶8.

g. As one representative example, Juan Carlos  
Palermo, while acting as an Independent Agent, operated,  
controlled, managed, supervised, directed, and owned all or part  
of multiple unlicensed money transmitting businesses based in  
the United States and abroad that conducted more than 200  
transfers with bank accounts controlled by WLV or associated  
entities, in excess of \$17.7 million, on behalf of no less than 50  
casino patrons, including patrons in Mexico and other Latin  
American countries, which the United States Department of  
State has identified as "Major Money Laundering Countries" of  
"primary concern." The Palermo MTB's use of these bank  
accounts and other financial services allowed Palermo MTB  
gaming clients to transfer funds, exchange currency, and  
otherwise transmit or remit money, all the while circumventing

1 laws and regulations regarding monetary transfer and reporting  
2 in the U.S. and elsewhere. Attachment A, ¶9.

3 h. In another representative example, a WLV patron  
4 indicated to H.S., a WLV employee, his interest in obscuring the  
5 origin, source, and derivation of money he wished to use to pay  
6 outstanding markers to WLV, *in* contravention of WLV policies  
7 and sound BSA/AML compliance principles. Nonetheless, to  
8 facilitate such payment to WLV, H.S. gave *this* WLV patron the  
9 name and telephone number of an Independent Agent who could  
10 assist in fulfilling this request. The WLV patron, *in* turn,  
11 contacted the Independent Agent, who agreed to anonymously  
12 transmit the money to WLV, through a series of third-party  
13 nominees, in return for a 6% commission. On or about June 24,  
14 2014, WLV rejected the Independent Agent's first attempt to  
15 transfer the funds anonymously through a third-party entity  
16 because according to another WLV employee, the wire originated  
17 from a "furniture company" which had wired money for 35 other  
18 WLV patrons. (WLV banned all wire transfers from that entity  
19 on or about June 30, 2014.) Subsequently, however, on July 4,  
20 2014, the Independent Agent, acting again as an unlicensed  
21 money transmitting business, used a different third-party entity  
22 to wire the money to WLV, which was, this time, accepted by  
23 WLV, notwithstanding the previous rejection of a third-party  
24 wire transaction by the same Independent Agent for the benefit  
25 of the same patron. Attachment A, ¶10.

26 i. As a further manner and means of the conspiracy,  
27 WLV, through its employees and agents, conspired to facilitate  
28 the unlicensed transfer of money through "Human Head" (or  
"Human Hat") gambling. In this form of illegal monetary  
transfer, a Human Head purchased chips at WLV and engaged  
in gaming as a proxy for an undisclosed WLV patron who was  
unable or unwilling to conduct financial transactions and/or  
gamble under the real patron's own identity, often in an effort to  
avoid BSA/AML compliance. The undisclosed WLV patron,  
without ever physically touching the chips, would sit next to or  
behind the Human Head at the gambling tables and direct the  
Human Head how to gamble on the undisclosed WLV patron in  
interest's behalf. Despite knowing the true nature of the Human  
Head gambling relationship, WLV employees and/or agents  
would permit gambling in this fashion without sufficient  
BSA/AML scrutiny, without alerting WLV BSA/AML compliance  
personnel, and without filing SARs as to the known suspicious  
nature of Human Head gambling. Attachment A, ¶11.

29 j. As a further manner and means of the conspiracy,  
30 WLV, through its employees and agents, conspired to and did  
31 facilitate the international transfer of money and otherwise did  
32 conduct financial transactions with WLV patrons for whom all  
33 available information would have revealed that those patrons  
34 were potentially engaged in criminal activity or were politically  
35 exposed persons, which would have required heightened BSA  
36 scrutiny, and likely the filing of SARs related to these patrons'  
37 transactions. Although WLV did conduct some diligence on these  
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1 patrons, WLV's compliance personnel were, nevertheless,  
2 unaware of all the available information surrounding these  
3 patrons' activities and allowed these patrons to conduct financial  
4 transactions to and through the United States and to gamble at  
5 WLV without timely filing SARs or any other BSA/AML  
6 notifications. Attachment A, ¶12.

7 k. By way of representative examples of this conduct:  
8 (1) In 2018, WLV facilitated financial transactions worth  
9 approximately \$1.4 million for a former gambling representative,  
10 who, in 2016 had been publicly linked to proxy gambling, . and  
11 later in 2017, while in the company of the President of Marketing  
12 of a WLV international affiliate, had been denied entry to the  
13 United States while attempting to travel to WLV to gamble due  
14 to his suspected associations with a transnational criminal  
15 organization. With respect to this individual, WLV also did not  
16 retroactively file SARs relating to that individual's prior  
17 transactions despite now being aware of his potentially  
18 suspicious activities and associations; (2) WLV allowed for the  
19 international monetary transfer and other domestic financial  
20 transactions involving millions of dollars by an individual who,  
21 according to information publicly available as of at least 2014,  
22 had spent six years in prison in China in connection conducting  
23 unauthorized international monetary transactions and  
24 violations of other financial laws; and (3) WLV allowed for the  
25 international transfer of millions of dollars by an individual who  
26 had been identified in U.S. media reports in 2016 as having been  
27 previously involved in Human Head proxy gambling.  
28 Attachment A, ¶13.

1 l. As a further manner and means of the conspiracy,  
2 WLV, through its employees and agents, conspired to facilitate  
3 the unlicensed transfer of money from, among, and to multiple  
4 WLV patrons, without regard for the suspicious nature of  
5 transmitting money between and among these patrons. In one  
6 particular instance, K.L., a third-party affiliate of several  
7 domestic and international patrons, asked a WLV employee to  
8 hold and store at least \$3 million in cash casino winnings in the  
9 employee's personal safe, which the WLV employee agreed to do.  
10 Thereafter, upon various requests from K.L. as well as the  
11 employee's supervisor, that same President of Marketing of a  
12 WLV international affiliate, the WLV employee made a series of  
13 disbursements of the money. Some of the disbursements were to  
14 WLV patrons who otherwise could not or did not wish to access  
15 cash in the United States and other disbursements were to other  
16 WLV patrons (or their representatives) for whom there was  
17 publicly available information indicating those patrons were or  
18 had engaged in criminal activity or were otherwise suspicious.  
19 Despite WLV employees being involved in these transactions,  
20 they did not perform requisite BSA/AML scrutiny to ascertain  
21 the relationships among the parties, or the reasons for the  
22 disbursements, advise WLV's compliance department so it could  
23 conduct appropriate diligence, or timely file CTRs or SARs on  
24 these transactions. Attachment A, ¶14.

25 ....

1           m. As a further manner and means of the conspiracy,  
2           WLV, through its employees and agents, conspired to facilitate  
3           the unlicensed transfer of money known as *qian chen* or "Flying  
4           Money." In the Flying Money transactions, a money processor,  
5           acting as an unlicensed money transmitting business, would be  
6           introduced to a WLV international patron who could not readily  
7           access cash in the United States, by the patron's WLV host,  
8           whose job it was to facilitate the patron's play at WLV. The  
9           money processor would then collect U.S. dollars in cash from  
10          various third parties in the United States—derived, in part, from  
11          activity in and throughout the Southern District of California  
12          and elsewhere—and deliver that cash to the WLV patron. In some  
13          cases, these funds were gambled at WLV, but in other cases, the  
14          funds were used at other casinos. Upon receipt of the U.S.  
15          dollars, the patron would transfer via a mobile telephone app the  
16          equivalent value of foreign currency from the patron's foreign  
17          bank account to another foreign bank account designated by the  
18          money processor. The money processors were paid by the WLV  
19          patron for their money transmitting services as a percentage of  
20          the monetary value transferred, as reflected in an agreed upon  
21          exchange rate, or through a commission. Attachment A, ¶15.

22          n. During the course of the conspiracy, the  
23          conspirators conducted not less than \$130,131,645 in financial  
24          transactions via the Subject MTBs. Attachment A, ¶16.

25          21. As part of the NPA, WLV agreed to forfeit the assets deemed to have been  
26          obtained from the violations in the amount of \$130,131,645.00, to be paid in two equal  
27          installments on September 27, 2024 and February 27, 2025.

28          22. Multiple media sources, including both international and national media  
outlets, reported on the USAO's NPA with WLV and matters related thereto.

### 29          III. General Background – DOJ/Board Investigation

30          23. USAO and Internal Revenue Service (IRS) initiated an inquiry in  
31          approximately August of 2014 by issuing a series of document requests to WLV. The USAO  
32          and IRS were later joined by the Money Laundering and Asset Recovery Section of the  
33          United States Department of Justice (DOJ).

34          24. During part of this USAO investigation, the BOARD assisted by providing  
35          research.

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25. Beginning in 2014 and continuing through September 2024, WLW met and communicated with BOARD employees regarding the status of the USAO investigation. In September 2024, the NPA was publicly announced by the USAO.

26. Upon resolution of the federal investigation, the BOARD, which had been monitoring the matter for years, proceeded with its formal regulatory investigation into WLTV. The BOARD initiated a formal investigation on September 24, 2024 of WLTV, its parent companies, and several employees. These employees engaged in or otherwise permitted third-party money transmitting businesses, improper cash disbursements, proxy betting and failures to comply with WLTV's AML Program.

27. The violations that were enumerated in the USAO's NPA were under the exclusive jurisdiction of the Federal Government. As such, the BOARD had no authority to prosecute on any of the subjects that encompassed the allegations in the DOJ complaint, such as Title 31 and BSA violations. However, because the activities enumerated herein were engaged in by employees and/or agents of a Nevada licensee and/or its affiliates, the BOARD has jurisdiction to discipline Nevada licensees for the acts and omissions of such employees and agents.

28. At all times relevant herein, WLW had in place an Anti-Money Laundering and Compliance Program (AML Program).

29. As more fully alleged herein, WLTV failed to fulfill its obligations as the holder of a privileged Nevada gaming license and failed to fully comply with federal law, the Nevada Gaming Control Act, and with its AML Program.

**COUNT ONE**  
**RELATED TO THE CONSPIRACY IN RELATION TO UNREGISTERED MONEY**  
**TRANSMITTING BUSINESSES IN VIOLATION OF FEDERAL LAW**

**VIOLATION OF NRS 463.170 and/or COMMISSION REGULATIONS**  
**5.011(1), 5.011(1)(a), 5.011(1)(h), and/or 5.011(1)(k)**

30. The BOARD realleges and incorporates the above paragraphs by reference as though set forth in full herein.

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31. WLV entered into a non-prosecution agreement with the USAO in which WLV admits that beginning no later than July 31, 2014 and continuing for the duration of the conspiracy, WLV, through its employees and agents and through its affiliate companies' employees and agents, knowingly and intentionally conspired with, among others, various third parties, agents, and individuals, known and unknown, to conduct, control, manage, supervise, direct, or own all or part of certain activities of unregistered money transmitting businesses, in violation of 18 U.S.C. §§ 371 and 1960, the object of which was to transfer funds and other value throughout the world for the financial benefit of WLV.

32. WLW is responsible for the actions of its agents and employees. See Commission Regulation 5.030.

33. The conduct, as described herein, is in violation of NRS 463.170 and/or Commission Regulations 5.011(1), 5.011(1)(a), 5.011(1)(h), and/or 5.011(1)(k).

34. WLW's failure to comply with NRS 463.170 and/or Commission Regulations 5.011(1), 5.011(1)(a), 5.011(1)(h), and/or 5.011(1)(k) is grounds for disciplinary action against RESPONDENT. *See* NRS 463.1405(4), NRS 463.170, and Commission Regs. 5.010(2) and 5.030.

**COUNT TWO**  
**RELATED TO FACILITATING INTERNATIONAL MONETARY TRANSACTIONS**

**VIOLATION OF NRS 463.170 and/or COMMISSION REGULATIONS**  
**5.011(1), 5.011(1)(a), and/or 5.011(1)(k)**

35. The BOARD realleges and incorporates the above paragraphs by reference as though set forth in full herein.

36. WLW entered into a non-prosecution agreement with the USAO in which WLW admits that WLW regularly contracted with independent agents for the purpose of recruiting foreign gamblers to WLW. To have funds available for their clients to gamble at WLW, certain independent agents, acting as unlicensed and/or unregistered money transmitting businesses, surreptitiously moved clients' funds through a series of companies, bank accounts, and other third-party nominees they controlled in Latin America, and elsewhere, and ultimately into a WLW-controlled bank account. The funds

1 deposited into the WLV-controlled bank account were consolidated and transferred to the  
2 WLV cage account, whereupon WLV employees, with the knowledge of their supervisors  
3 and in conjunction with the independent agents, retraced the money through a third-party  
4 wire log and email communication, and eventually credited the WLV account of each  
5 individual patron.

6 37. The independent agents' unlicensed and/or unregistered money transmitting  
7 businesses, using multiple layers of companies, bank accounts, and third-party nominees  
8 allowed their clients to conduct international monetary transfers and financial  
9 transactions without the requisite compliance with foreign laws and BSA/AML regulations  
10 regarding monetary transfers and reporting in the United States.

11 38. Examples from the NPA include, Juan Palermo, an independent agent for  
12 WLV, who operated, controlled, managed, supervised, directed and owned all or part of  
13 multiple unlicensed and/or unregistered money transmitting businesses based in the U.S.  
14 and abroad that conducted more than 200 transfers with bank accounts controlled by WLV  
15 or associated entities, in excess of \$17.7 million, on behalf of no less than 50 casino patrons  
16 who were in countries identified by the United States Department of State as "major money  
17 laundering countries" of "primary concern."

18 39. The actions of WLV, through certain of its employees, and/or its agents as  
19 described herein, and their failure to report the suspicious activity violated and/or  
20 undermined WLV's AML Program.

21 40. WLV is responsible for the actions of its agents and employees. See  
22 Commission Regulation 5.030.

23 41. The conduct, as described herein, is in violation of NRS 463.170 and/or  
24 Commission Regulations 5.011(1), 5.011(1)(a), and/or 5.011(1)(k).

25 42. WLV's failure to comply with NRS 463.170 and/or Commission Regulations  
26 5.011(1), 5.011(1)(a), and/or 5.011(1)(k) is grounds for disciplinary action against  
27 RESPONDENT. See NRS 463.1405(4), NRS 463.170 and Commission Regs. 5.010(2) and  
28 5.030.

**COUNT THREE**  
**RELATED TO "HUMAN HEAD" PROXY BETTING SCHEME**  
**VIOLATION OF NRS 463.170 and/or COMMISSION REGULATIONS**  
**5.011(1), 5.011(1)(a), and/or 5.011(1)(k)**

43. The BOARD realleges and incorporates the above paragraphs by reference as though set forth in full herein.

44. WLV entered into a non-prosecution agreement with the USAO in which WLV admits that WLV, through its employees and agents, conspired to facilitate the unlicensed and/or unregistered transfer of money through "human head" gambling, wherein a "human head" purchased chips at WLV and engaged in gaming as a proxy for an undisclosed WLV patron who was unable or unwilling to conduct financial transactions and/or gamble under the patron's own identity, often in an effort to avoid BSA/AML compliance.

45. Despite knowing the true nature of the "human head" gambling relationship, WLV employees and/or agents permitted "human head" gambling without sufficient BSA/AML scrutiny, without alerting WLV BSA/AML compliance personnel and without filing SARs as to the known suspicious nature of "human head" gambling.

46. The actions of WLV, through certain of its employees, and/or its agents as described herein, and their failure to report the suspicious activity violated and/or undermined WLV's AML Program.

47. WLV is responsible for the actions of its agents and employees. See Commission Regulation 5.030.

48. The conduct, as described herein, is in violation of NRS 463.170 and/or Commission Regulations 5.011(1), 5.011(1)(a), and/or 5.011(1)(k).

49. WLV's failure to comply with NRS 463.170 and/or Commission Regulations 5.011(1), 5.011(1)(a), and/or 5.011(1)(k) is grounds for disciplinary action against RESPONDENT. See NRS 463.1405(4), NRS 463.170, and Commission Regs. 5.010(2) and 5.030.

....

....

1 **COUNT FOUR**  
2 **RELATED TO FACILITATING THE INTERNATIONAL TRANSFER OF MONEY**  
3 **FOR SUSPICIOUS PATRONS**

4 **VIOLATION OF NRS 463.170 and/or COMMISSION REGULATIONS**  
5 **5.011(1), 5.011(1)(a), and/or 5.011(1)(k)**

6 50. The BOARD realleges and incorporates the above paragraphs by reference as  
7 though set forth in full herein.

8 51. WLV entered into a non-prosecution agreement with the USAO in which WLV  
9 admits that WLV, through its employees and agents, conspired to and did facilitate the  
10 international transfer of money and otherwise did conduct financial transactions with WLV  
11 patrons for whom all available information would have revealed that those patrons were  
12 potentially engaged in criminal activity or were politically exposed persons, which would  
13 have required heightened BSA scrutiny, and likely the filing of SARs related to these  
14 patrons' transactions.

15 52. A politically exposed person is generally a person who has been entrusted with  
16 a prominent public function and generally presents a higher risk for potential involvement  
17 in bribery and corruption by virtue of their position and the influence they may hold.

18 53. Examples from the NPA include, in 2018, WLV facilitated financial  
19 transactions worth approximately \$1.4 million for a former gambling representative. In  
20 2016, this representative was publicly linked to proxy betting and subsequently denied  
21 entry to the United States due to his suspected associations with a transnational criminal  
22 organization. His entry was denied while on his way to WLV to gamble and while in the  
23 company of the President of Marketing of a WLV international affiliate. WLV also did not  
24 retroactively file SARs relating to this individual's prior transactions despite now being  
25 aware of his potentially suspicious activities and associations.

26 54. The actions of WLV, through certain of its employees, and/or its agents as  
27 described herein, and their failure to report the suspicious activity violated and/or  
28 undermined WLV's AML Program.

.....

1 55. WLW is responsible for the actions of its agents and employees. See  
2 Commission Regulation 5.030.

3 56. The conduct, as described herein, is in violation of NRS 463.170 and/or  
4 Commission Regulations 5.011(1), 5.011(1)(a), and/or 5.011(1)(k).

5 57. WLW's failure to comply with NRS 463.170 and/or Commission Regulations  
6 5.011(1), 5.011(1)(a), and/or 5.011(1)(k) is grounds for disciplinary action against  
7 RESPONDENT. See NRS 463.1405(4), NRS 463.170 and Commission Regs. 5.010(2) and  
8 5.030.

9 **COUNT FIVE**  
10 **RELATED TO UNLICENSED TRANSFER OF MONEY BETWEEN AND AMONG**  
11 **CERTAIN PATRONS**

12 **VIOLATION OF NRS 463.170 and/or COMMISSION REGULATIONS 5.011(1),**  
13 **5.011(1)(a), and/or 5.011(1)(k)**

14 58. The BOARD realleges and incorporates the above paragraphs by reference as  
15 though set forth in full herein.

16 59. WLW entered into a non-prosecution agreement with the USAO in which WLW  
17 admits that WLW, through its employees and agents, conspired to facilitate the unlicensed  
18 and/or unregistered transfer of money from, among, and to multiple WLW patrons, without  
19 regard for the suspicious nature of transferring money between and among these patrons.

20 60. Examples from the NPA include a third-party affiliate of several domestic and  
21 international patrons who asked a WLW employee to hold and store at least \$3 million in  
22 cash casino winnings in the employee's safe, which the WLW employee agreed to do.  
23 Thereafter, upon requests from the third-party affiliate as well as the employee's  
24 supervisor, the WLW employee made a series of disbursements of the money. Some of the  
25 disbursements were to patrons who otherwise could not or did not wish to access cash in  
26 the United States and other disbursements were made to other WLW patrons for whom  
27 there was publicly available information indicating those patrons were or had engaged in  
28 criminal activity or were otherwise suspicious.

....



61. Despite WLV employees being involved in these transactions, they did not perform requisite BSA/AML scrutiny to ascertain the relationships among the parties, or the reasons for the disbursements, advise WLV's compliance department so it could conduct appropriate due diligence, or timely file CTRs or SARs on these transactions.

62. The actions of WLTV, through certain of its employees, and/or its agents as described herein, and their failure to report the suspicious activity violated and/or undermined WLTV's AML Program.

63. WLW is responsible for the actions of its agents and employees. See Commission Regulation 5.030.

64. The conduct, as described herein, is in violation of NRS 463.170 and/or Commission Regulations 5.011(1), 5.011(1)(a), and/or 5.011(1)(k).

65. WLTV's failure to comply with NRS 463.170 and/or Commission Regulations 5.011(1), 5.011(1)(a), and/or 5.011(1)(k) is grounds for disciplinary action against RESPONDENT. *See* NRS 463.1405(4), NRS 463.170, and Commission Regs. 5.010(2) and 5.030.

**COUNT SIX**  
**RELATED TO “FLYING MONEY” CASH FACILITATION SCHEME**  
**VIOLATION OF NRS 463.170 and/or COMMISSION REGULATIONS**  
**5.011(1), 5.011(1)(a), and/or 5.011(1)(k)**

66. The BOARD realleges and incorporates the above paragraphs by reference as though set forth in full herein.

67. WLV entered into a non-prosecution agreement with the USAO in which WLV admits that WLV, through its employees and agents, conspired to facilitate the unlicensed transfer of money, known as “flying money,” wherein a money processor, acting as an unlicensed and/or unregistered money transmitting business, would be introduced to a WLV international patron who could not readily access cash in the United States, by the patron’s host, whose job it was to facilitate the patron’s play at WLV. The money processor would then collect U.S. dollars in cash from various third parties in the United States and deliver that cash to the WLV patron. In some cases, these funds were gambled at WLV, but

1 in other cases, the funds were used at other casinos. Upon receipt of the U.S. dollars, the  
2 patron would transfer via a mobile telephone app the equivalent value of foreign currency  
3 from the patron's foreign bank account to another foreign bank account designated by the  
4 money processor. The money processors were paid by the WLW patron for their money  
5 transmitting services as a percentage of the monetary value transferred as reflected in an  
6 agreed upon exchange rate or through a commission.

7 68. Four cash facilitators ultimately pled guilty to operating an unlicensed and/or  
8 unregistered money service business in violation of 18 U.S.C. § 1960.

9 69. The actions of WLW, through certain of its employees, and/or its agents as  
10 described herein, and their failure to report the suspicious activity violated and/or  
11 undermined WLW's AML Program.

12 70. WLW is responsible for the actions of its agents and employees. *See*  
13 Commission Regulation 5.030.

14 71. The conduct, as described herein, is in violation of NRS 463.170 and/or  
15 Commission Regulations 5.011(1), 5.011(1)(a), and/or 5.011(1)(k).

16 72. WLW's failure to comply with NRS 463.170 and/or Commission Regulations  
17 5.011(1), 5.011(1)(a), and/or 5.011(1)(k) is grounds for disciplinary action against  
18 RESPONDENT. *See* NRS 463.1405(4), NRS 463.170, and Commission Regs. 5.010(2) and  
19 5.030.

#### 20 **PRAYER FOR RELIEF**

21 WHEREFORE, based upon the allegations contained herein, which constitute  
22 reasonable cause for disciplinary action against RESPONDENT, pursuant to NRS 463.310  
23 and/or NGC Regulations 5.010, 5.011, and/or 5.030, the BOARD prays for relief as follows:

24 1. That the Commission serve a copy of this Complaint on RESPONDENT  
25 pursuant to NRS 463.312(2);

26 ....

27 ....

28 ....

2. That the Commission fine RESPONDENT a monetary sum pursuant to the parameters defined in NRS 463.310(4) for each separate violation of the provisions of the Nevada Gaming Control Act or the Regulations of the Commission;

3. That the Commission take action against RESPONDENT'S license(s), registrations, and/or finding(s) of suitability pursuant to the parameters defined in NRS 463.310(4);

4. For such other and further relief as the Commission may deem just and proper.

DATED this 13th day of May 2025.

NEVADA GAMING CONTROL BOARD

KIRK D. HENDRICK, Chairman

~~HON. GEORGE ASSAD (RET.), Member~~

CHANDENI K. SENDALL, Member

Submitted by:

**AARON D. FORD**  
Attorney General

By:

**MICHAEL P. SOMPS**  
Senior Deputy Attorney General  
**NONA ML LAWRENCE**  
Deputy Attorney General  
Gaming Division  
(775) 687-2124

# EXHIBIT A



U.S. Department of Justice

**TARA K. McGRATH**  
*United States Attorney*  
*Southern District of California*

*Mark W. Fletcher*  
*Assistant U.S. Attorney*

(619) 546-9714

*San Diego County Office*  
*Federal Office Building*  
*880 Front Street, Room 6293*  
*San Diego, California 92101-8893*

*Imperial County Office*  
*516 Industry Way*  
*Suite C*  
*Imperial County, California 92251*

September 6, 2024

Mark Filip, Esq.  
Brian Benczkowski, Esq.  
Kirkland & Ellis LLP  
Chicago, IL 60654

Re: Wynn Las Vegas, LLC

Dear Messrs. Filip and Benczkowski:

The United States Attorney's Office for the Southern District of California (the "USAO") and Wynn Las Vegas, LLC ("WLV" or the "Company"), a limited liability corporation headquartered in Las Vegas, Nevada, hereby enter into this non-prosecution agreement (the "Agreement").

The USAO agrees that if the Company fully complies with all of its obligations under this Agreement, the USAO will not criminally prosecute the Company, or any of its parents, subsidiaries or affiliates, during the term of this Agreement or thereafter for any crime related to the conduct described in the Statement of Facts, attached hereto as Attachment A ("Statement of Facts"), or relating to information disclosed by the Company to the USAO or known to the USAO prior to the date on which this Agreement was signed that is part of the course of conduct described in the accompanying Statement of Facts, including violations of 18 U.S.C. § 1960, Unlicensed Money Transmitting Business; or 18 U.S.C. § 371, Conspiracy; or 18 U.S.C. § 2, Aiding and Abetting.

The USAO enters into this Agreement based on the facts and circumstances presented in this case, and including consideration of the following factors:

- (a) the Company received credit for certain cooperative steps including voluntarily making then-current employees available for interviews and making voluntary document disclosures, and providing to the USAO relevant facts and information about the individuals involved in the conduct described in the Statement of Facts;

(b) the Company no longer employs or is affiliated with the individuals who were implicated or involved in the conduct set forth in the Statement of Facts;

(c) the Company has timely engaged in remedial measures, as described in Attachment C, the Compliance Addendum. Those efforts include (i) enhancing its Anti-Money Laundering Compliance Program covering the Company and affiliated properties ("BSA/AML Compliance Program") and redoubling its commitment to continue to enhance its compliance program; (ii) augmenting its compliance structure and personnel; (iii) enhancing its BSA/AML training and technology; and (iv) submitting to an external compliance review, and remediating any material deficiencies, with provision of written reports to the USAO on its progress in enhancing the BSA/AML Compliance Program.

(d) the nature and seriousness of the offense; in particular, involvement of multiple third parties in the unregistered transmission of money or value, the use of multiple manners and means to move money or value, the duration of the conduct, the involvement by a Company marketing executive and a senior executive of a Company affiliate, who had WLV marketing management authority, as well as several WLV hosts, failures of the same senior executive and hosts to report suspicious activity to the compliance team, which fell within their duties at the casino, leading to and causing the Company's failure to file SARs and other related documents relating to transactions by multiple patrons, and the failure of the compliance team to reach out to the marketing hosts or review these patrons known adverse information; and

(e) the Company has agreed to continue to cooperate with the USAO in any ongoing investigation of the conduct of the Company and transactions to, through or from the Company and affiliates, and its current or former officers, directors, employees, agents, business partners, distributors, and consultants.

The Company admits, accepts, and acknowledges that it is responsible for the acts of its then-officers, directors, employees, and agents, and those of its affiliates, as set forth in the Statement of Facts and incorporated by reference into this Agreement, and that the facts described in the Statement of Facts are true and accurate and that United States would have proven the facts if this case had proceeded to trial. The Company and the USAO agree not to make any public statement contradicting any of the facts set forth in the Statement of Facts. Upon the USAO's notification to the Company's counsel of a public statement by any then-current employee or agent of the Company that in whole or in part publicly denies a statement of fact contained in the Statement of Facts, the Company may avoid breach of this Agreement by publicly repudiating such statement within three days after notification by the USAO.

This Agreement shall bind the Company and its successors and assigns.

For a period of two (2) years from the date that this Agreement is executed, the Company shall, subject to applicable laws and regulations: (a) cooperate fully with the USAO, Homeland Security Investigations, the Internal Revenue Service – Criminal Investigation (“IRS-CI”), and any other law enforcement agency designated by the USAO regarding matters arising out of the conduct covered by this Agreement, or as set forth in the Statement of Facts; (b) assist the USAO in any investigation or prosecution arising out of the conduct covered by this Agreement by providing logistical and technical support for any meeting or interview; (c) use its best efforts to secure the timely attendance and truthful statements and testimony of any officer, director, agent, or then current employee of the Company at any meeting or interview or before the grand jury or at any trial or other court proceeding regarding matters arising out of the conduct covered by this Agreement; and (d) provide the USAO, upon request, all non-privileged information, documents, records, or other tangible evidence regarding matters arising out of the conduct covered by this Agreement about which the USAO or any law enforcement agency inquires.

The Company’s obligations under this Agreement shall have a term of two (2) years from the date that this Agreement is executed. The parties agree that for the two-year term of this Agreement, the Company shall: (a) commit no felony under U.S. federal law; (b) truthfully and completely disclose non-privileged information in response to USAO requests relating to any of the conduct covered by the Agreement, or as set forth in the Statement of Facts; and (c) bring to the USAO’s attention all conduct by, or criminal investigations of, the Company relating to any felony under U.S. federal law of which the Company’s senior management is aware.

The parties agree that the Company will continue its efforts to remediate the conduct described in the Statement of Facts and avoid further such conduct by (i) enhancing its Anti-Money Laundering Compliance Program covering the Company and affiliated properties (“AML Compliance Program”); (ii) augmenting its compliance structure and personnel; (iii) enhancing its BSA/AML training and technology; and (iv) submitting to an external compliance review, and remediating any material deficiencies, with provision of written reports to the USAO on its progress in enhancing the BSA/AML Compliance Program.

The parties agree that the Forfeiture Addendum, attached as Exhibit B and incorporated herein by reference, governs forfeiture in this matter. As set forth in the Forfeiture Addendum, WLV agrees to forfeit all property, real or personal, involved in the admitted violation of Title 18, United States Code, Sections 371, 1960, and any property traceable thereto; to wit, money in the amount of \$130,131,645.00 to be paid in two installments as directed by the USAO.

The parties agree that, if, during the term of this Agreement, the USAO in good faith determines that the Company has committed any felony under U.S. federal law, that the Company has deliberately given false, incomplete, or misleading testimony or information in connection with this Agreement (excluding any testimony or information that is provided by Company employees who are not acting within the scope of their employment and at the direction of the Company when providing such testimony or information), or that the Company otherwise has violated any provision of this Agreement, the Company shall thereafter be subject to prosecution for any violation of federal law of which the USAO has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date that this Agreement is executed may be commenced against the Company, notwithstanding the expiration of the statute of limitations during the term of this Agreement plus one year. Thus, by signing this agreement, the Company agrees that the statute of limitations with respect to any prosecution that is not time-barred as of the date this Agreement is executed shall be tolled for the term of this Agreement plus one year.

The parties agree that with the exception of any confidential settlement communications exchanged pursuant to Federal Rule of Evidence 410, all statements made by the Company, through its designated representatives, to the USAO or other law enforcement agents, including in the Statement of Facts, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against the Company, and the Company agrees to waive any claim under the United States Constitution, any statute, or any other federal rule that such statements or any leads therefrom are inadmissible or should be suppressed.

In the event that the USAO determines that the Company has breached this Agreement, the USAO agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. The Company shall, within thirty (30) days of receipt of such notice, have the opportunity to respond to the USAO in writing to explain the nature and circumstances of the alleged breach, as well as the actions the Company has taken to address and remediate the situation, if necessary, which explanation the USAO shall consider in determining whether to institute a prosecution. The Company acknowledges that the USAO has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company were to breach this Agreement and this matter proceeded to judgment and sentencing. At any future sentencing hearing, the Company acknowledges that the sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the USAO in its allocation to the Court or the Court in the exercise of its discretion. At any future sentencing hearing, the USAO may advocate for any lawful sentence.

The parties agree that this Agreement is binding on the Company and the USAO but specifically does not bind any federal, state, local, or foreign prosecuting,



enforcement, administrative, or regulatory authority, including any other component of the Department of Justice other than the USAO. The USAO will, however, bring the extent of the Company's cooperation and its enhanced AML Compliance Program to the attention of other prosecuting and investigative offices, if requested to do so by the Company.

This Non-Prosecution Agreement provides no protection without limitation against criminal prosecution or civil or administrative action against any present or former director, officer, employee, junket, agents, consultant, contractor, or any other party related to WLV, or any other entity, for any violations committed by them.

WLV agrees that in the event it, during the term of the NPA, sells, merges, or transfers all or substantially all of its business operations, whether such transaction, transfer, or series of transactions and transfers is structured as a stock or asset sale, merger, or transfer, or otherwise ceases to do business as Wynn Las Vegas, LLC, its parent company, Wynn Resorts, Ltd., shall immediately thereupon become its successor in interest in each and every obligation described in this Agreement. In the event Wynn Resorts, Ltd., during the term of the agreement, including any extension, sells, merges, or transfers all or substantially all of its business operations, whether such transaction, transfer, or series of transactions and transfers is structured as a stock or asset sale, merger, or transfer, or otherwise ceases to do business as Wynn Resorts, Ltd., the acquiring or newly-formed entity shall immediately thereupon become Wynn Resorts, Ltd.'s successor in interest in each and every obligation described herein.

The parties agree that either the USAO or the Company may disclose this Agreement to the public or to any person or public or private entity without limitation.

From the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises, or conditions between the USAO and the Company. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

TARA K. MCGRATH  
United States Attorney

*Mark W. Pletcher*

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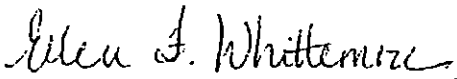
Mark W. Pletcher  
Carl F. Brooker IV  
Assistant United States Attorneys

**COMPANY OFFICER'S CERTIFICATE**

I, ELLEN F. WHITTEMORE, certify that I am the Executive Vice President and General Counsel for Wynn Resorts, Limited and the Assistant Secretary of Wynn Las Vegas, LLC, and I am authorized to execute this Agreement. I have read this Agreement and reviewed every part of it with outside counsel. Counsel fully advised me of WLW's rights, possible defenses, the relevant Sentencing Guidelines provisions, and the consequences of entering into this Agreement. I, on behalf of WLW, understand the terms of this Agreement, and all its exhibits, addenda, and attachments, and knowingly and voluntarily agree, on behalf of WLW, to its terms.

No promises or inducements have been made other than those contained in this Agreement. No one has threatened or forced me, or, to my knowledge, any person authorizing this Agreement on WLW's behalf, in any way to enter into this Agreement. I am satisfied with outside counsel's representation in this matter.

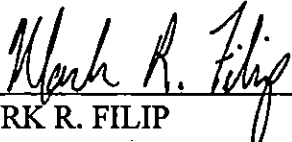
DATED: September 6, 2024

  
\_\_\_\_\_  
ELLEN F. WHITTEMORE  
Designated Representative of  
Wynn Las Vegas, LLC

**CERTIFICATE OF COUNSEL**

I am counsel for Wynn Las Vegas, LLC in the matter covered by this Agreement. In connection with such representation, I have examined relevant documents and have discussed the terms of this Agreement with Defendant's management. I have fully advised them of Defendant's rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into this Agreement. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of Defendant has been duly authorized to enter into this Agreement on Defendant's behalf; that this Agreement has been duly and validly authorized, executed, and delivered on Defendant's behalf; and that this Agreement is a valid and binding obligation of Defendant and its successors, if any. To my knowledge, Defendant's decision to enter into this Agreement is informed, knowing, and voluntary.

DATED: September 6, 2024

  
\_\_\_\_\_  
MARK R. FILIP  
BRIAN BENCZKOWSKI  
Counsel for Wynn Las Vegas, LLC

### SUCCESSOR IN INTEREST AGREEMENT

I, Ellen F. Whittemore, certify that I am EVP and General Counsel of Wynn Resorts, Ltd., and am authorized to execute this Agreement on its behalf.

I have read this Agreement and carefully reviewed every part of it with outside counsel for Wynn Resorts, Ltd. Counsel has fully advised me of Wynn Resorts, Ltd.'s rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into this Agreement. I have further carefully reviewed the terms of this Agreement with Wynn Resorts, Ltd.'s Board of Directors, and I have caused Wynn Resorts, Ltd.'s outside counsel to advise the Board of Directors fully of Wynn Las Vegas, LLC's rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into the Agreement.

I understand the terms of this Agreement and knowingly and voluntarily agree, on behalf of Wynn Resorts, Ltd., that should defendant Wynn Las Vegas, LLC sell, merge, or transfer all or substantially all of its business operations, whether such transaction, transfer, or series of transactions and transfers is structured as a stock or asset sale, merger, or transfer, or otherwise ceases to do business as Wynn Las Vegas, LLC, whether or not the Wynn Las Vegas, LLC corporate entity remains in existence, Wynn Resorts, Ltd. shall immediately thereupon assume each and every one of Wynn Las Vegas, LLC's obligations under this Agreement, as its successor in interest, including, but not limited to, the obligation to remit the prescribed forfeiture payments in a timely fashion and to cooperate fully with the USAO.

DATED: September 6, 2024

Ellen F. Whittemore  
Ellen F. Whittemore  
Designated Representative of  
WYNN RESORTS, LIMITED

## **ATTACHMENT A—STATEMENT OF FACTS**

The following Statement of Facts is incorporated by reference as part of the Agreement, dated September 6, 2024, between the USAO and the Company.

### **Defendant Wynn Las Vegas, LLC**

1. Defendant Wynn Las Vegas, LLC (“WLV”) is a Nevada limited liability company with gaming operations in Nevada and related businesses that operated within the Southern District of California. WLV is a wholly-owned, indirect subsidiary of a publicly-listed entity with domestic and international gaming, marketing, and entertainment operations, which conducts various financial transactions on behalf of its patrons.

### **The Bank Secrecy Act and Money Transmitting Businesses**

2. As a domestic casino, WLV was a “financial institution” subject to the requirements of the Bank Secrecy Act (“BSA”), 31 U.S.C. § 5311, et seq., and associated anti-money laundering regulations promulgated by the Department of the Treasury, 31 C.F.R. § 1010.100, et seq. The BSA and its related regulations require financial institutions, including casinos, to develop, implement, and maintain a Bank Secrecy Act/Anti-Money Laundering (“BSA/AML”) compliance program reasonably designed: (a) to detect suspicious activity indicative of money laundering and other crimes; and (b) to ensure and monitor compliance with the BSA’s recordkeeping and reporting requirements, including the requirements to report to the Department of the Treasury: (i) a currency transaction report, or a “CTR,” for each transaction in currency involving cash of more than \$10,000 in exchange for chips, tokens, and other gaming instruments; front money deposits; safekeeping deposits; payments on any form of credit, including markers and counter checks; or foreign currency exchanges, as required by 31 U.S.C. § 5313 and the regulations prescribed thereunder; and (ii) a Suspicious Activity Report, or a “SAR,” for any “suspicious transaction relevant to a possible violation of law or regulation,” as

required by 31 U.S.C. § 5318(g) and the regulations prescribed thereunder. Among other hallmarks, a reasonably designed BSA/AML compliance program must use "all available information" to identify and verify customer information ("KYC") and to determine occurrences of transactions or patterns of transactions that warrant the filing of a SAR, so as to prevent casinos from being used to facilitate criminal activity and money laundering.

3. A money transmitting business provides money transmitting services such as accepting currency or funds denominated in the currency of any country and transmitting the currency or funds, or the value of the currency or funds, by any means through a financial agency, financial institution, or an electronic funds transfer network. A money transmitting business may legally operate in the United States, provided that it abides by state and federal laws, including the BSA, which require the money transmitting business: (a) to comply with AML and other financial transaction monitoring provisions of the BSA and the regulations prescribed thereunder; and (b) to register with the Financial Crimes Enforcement Network ("FinCEN"), pursuant to 31 U.S.C. § 5330. FinCEN is an agency within the Department of Treasury tasked with safeguarding the financial system, combatting money laundering, and promoting national security through the strategic collection, use, and dissemination of financial intelligence. A money transmitting business registered with FinCEN is subject to inspection by the Department of the Treasury.

4. WLV's gaming clientele included patrons who resided in countries other than the United States, and who utilized various third parties, foreign agents and businesses, financial institutions, and other money transmitting businesses to conduct transactions related to their gaming activity at WLV, including to guarantee markers, deposit front money, and make payments to settle outstanding debts owed to WLV. To the extent transactions originating at these third parties, foreign agents

and businesses, and financial institutions resulted in transactions “by, through, or to” WLW, those transactions were subject to the requirements of United States BSA/AML regulations.

**Conspiracy to Operate Unregistered MTBs**

5. Beginning no later than July 31, 2014 and continuing for the duration of the conspiracy, in the Southern District of California and elsewhere, defendant WLW—acting through its employees and agents and through its affiliate companies’ employees and agents—knowingly and intentionally conspired with, among others, various third parties, agents, and individuals, known and unknown, to conduct, control, manage, supervise, direct, or own all or part of certain activities of unregistered money transmitting businesses (the “Subject MTBs”), in violation of 18 U.S.C. §§ 371, 1960, the object of which was to transfer funds and other value throughout the world for the financial benefit of WLW.

6. The Subject MTBs and the constituent parts of each failed to register and failed to maintain adequate BSA/AML compliance programs, including to maintain required transactional records and to file (or to file materially incomplete) required reports of certain types of financial activity, as required under the BSA, all resulting in FinCEN not receiving timely filed CTRs, SARs, and registrations of money transmitting businesses.

7. Over the course of the conspiracy, WLW, through its employees and agents, implemented various independent manners and means in order to transmit value from one geographic location to another, outside the conventional financial system, as set forth below. WLW no longer employs or is affiliated with the individuals who were implicated or involved in the conduct set forth in this Statement of Facts.

**Manner and Means**

8. WLW regularly contracted with third-party agents (“Independent Agents”) for the purpose of recruiting foreign gamblers to WLW. As a manner and



means of the conspiracy, to have funds available for their clients to gamble at WLV, certain Independent Agents, acting as unlicensed money transmitting businesses, surreptitiously moved clients' funds through a series of companies, bank accounts, and other third-party nominees they controlled in Latin America, and elsewhere, and ultimately into a WLV-controlled bank account in the Southern District of California. The funds deposited into the WLV-controlled bank account were consolidated and transferred to the WLV cage account, whereupon WLV employees, with the knowledge of their supervisors and in conjunction with the Independent Agents, retraced the money through a third-party wire log and email communication, and eventually credited the WLV account of each individual patron. In this way, the Independent Agents' unlicensed money transmitting businesses, using multiple layers of companies, bank accounts, and third-party nominees allowed their clients to conduct international monetary transfers and financial transactions without the requisite compliance with foreign laws and BSA/AML regulations regarding monetary transfer and reporting in the United States.

9. As one representative example, Juan Carlos Palermo, while acting as an Independent Agent, operated, controlled, managed, supervised, directed, and owned all or part of multiple unlicensed money transmitting businesses based in the United States and abroad that conducted more than 200 transfers with bank accounts controlled by WLV or associated entities, in excess of \$17.7 million, on behalf of no less than 50 casino patrons, including patrons in Mexico and other Latin American countries, which the United States Department of State has identified as "Major Money Laundering Countries" of "primary concern." The Palermo MTB's use of these bank accounts and other financial services allowed Palermo MTB gaming clients to transfer funds, exchange currency, and otherwise transmit or remit money, all the while circumventing laws and regulations regarding monetary transfer and reporting in the U.S. and elsewhere.

10. In another representative example, a WLW patron indicated to H.S., a WLW employee, his interest in obscuring the origin, source, and derivation of money he wished to use to pay outstanding markers to WLW, in contravention of WLW policies and sound BSA/AML compliance principles. Nonetheless, to facilitate such payment to WLW, H.S. gave this WLW patron the name and telephone number of an Independent Agent who could assist in fulfilling this request. The WLW patron, in turn, contacted the Independent Agent, who agreed to anonymously transmit the money to WLW, through a series of third-party nominees, in return for a 6% commission. On or about June 24, 2014, WLW rejected the Independent Agent's first attempt to transfer the funds anonymously through a third-party entity because according to another WLW employee, the wire originated from a "furniture company" which had wired money for 35 other WLW patrons. (WLW banned all wire transfers from that entity on or about June 30, 2014.) Subsequently, however, on July 4, 2014, the Independent Agent, acting again as an unlicensed money transmitting business, used a different third-party entity to wire the money to WLW, which was, this time, accepted by WLW, notwithstanding the previous rejection of a third-party wire transaction by the same Independent Agent for the benefit of the same patron.

11. As a further manner and means of the conspiracy, WLW, through its employees and agents, conspired to facilitate the unlicensed transfer of money through "Human Head" (or "Human Hat") gambling. In this form of illegal monetary transfer, a Human Head purchased chips at WLW and engaged in gaming as a proxy for an undisclosed WLW patron who was unable or unwilling to conduct financial transactions and/or gamble under the real patron's own identity, often in an effort to avoid BSA/AML compliance. The undisclosed WLW patron, without ever physically touching the chips, would sit next to or behind the Human Head at the gambling tables and direct the Human Head how to gamble on the undisclosed WLW patron in interest's behalf. Despite knowing the true nature of the Human

Head gambling relationship, WLV employees and/or agents would permit gambling in this fashion without sufficient BSA/AML scrutiny, without alerting WLV BSA/AML compliance personnel, and without filing SARs as to the known suspicious nature of Human Head gambling.

12. As a further manner and means of the conspiracy, WLV, through its employees and agents, conspired to and did facilitate the international transfer of money and otherwise did conduct financial transactions with WLV patrons for whom all available information would have revealed that those patrons were potentially engaged in criminal activity or were politically exposed persons, which would have required heightened BSA scrutiny, and likely the filing of SARs related to these patrons' transactions. Although WLV did conduct some diligence on these patrons, WLV's compliance personnel were, nevertheless, unaware of all the available information surrounding these patrons' activities and allowed these patrons to conduct financial transactions to and through the United States and to gamble at WLV without timely filing SARs or any other BSA/AML notifications.

13. By way of representative examples of this conduct: (1) In 2018, WLV facilitated financial transactions worth approximately \$1.4 million for a former gambling representative, who, in 2016 had been publicly linked to proxy gambling, and later in 2017, while in the company of the President of Marketing of a WLV international affiliate, had been denied entry to the United States while attempting to travel to WLV to gamble due to his suspected associations with a transnational criminal organization. With respect to this individual, WLV also did not retroactively file SARs relating to that individual's prior transactions despite now being aware of his potentially suspicious activities and associations; (2) WLV allowed for the international monetary transfer and other domestic financial transactions involving millions of dollars by an individual who, according to information publicly available as of at least 2014, had spent six years in prison in

China in connection conducting unauthorized international monetary transactions and violations of other financial laws; and (3) WLV allowed for the international transfer of millions of dollars by an individual who had been identified in U.S. media reports in 2016 as having been previously involved in Human Head proxy gambling.

14. As a further manner and means of the conspiracy, WLV, through its employees and agents, conspired to facilitate the unlicensed transfer of money from, among, and to multiple WLV patrons, without regard for the suspicious nature of transferring money between and among these patrons. In one particular instance, K.L., a third-party affiliate of several domestic and international patrons, asked a WLV employee to hold and store at least \$3 million in cash casino winnings in the employee's personal safe, which the WLV employee agreed to do. Thereafter, upon various requests from K.L. as well as the employee's supervisor, that same President of Marketing of a WLV international affiliate, the WLV employee made a series of disbursements of the money. Some of the disbursements were to WLV patrons who otherwise could not or did not wish to access cash in the United States and other disbursements were to other WLV patrons (or their representatives) for whom there was publicly available information indicating those patrons were or had engaged in criminal activity or were otherwise suspicious. Despite WLV employees being involved in these transactions, they did not perform requisite BSA/AML scrutiny to ascertain the relationships among the parties, or the reasons for the disbursements, advise WLV's compliance department so it could conduct appropriate diligence, or timely file CTRs or SARs on these transactions.

15. As a further manner and means of the conspiracy, WLV, through its employees and agents, conspired to facilitate the unlicensed transfer of money known as *qian chen* or "Flying Money." In the Flying Money transactions, a money processor, acting as an unlicensed money transmitting business, would be introduced to a WLV international patron who could not readily access cash in the United States,

by the patron's WLV host, whose job it was to facilitate the patron's play at WLV. The money processor would then collect U.S. dollars in cash from various third parties in the United States – derived, in part, from activity in and throughout the Southern District of California and elsewhere – and deliver that cash to the WLV patron. In some cases, these funds were gambled at WLV, but in other cases, the funds were used at other casinos. Upon receipt of the U.S. dollars, the patron would transfer via a mobile telephone app the equivalent value of foreign currency from the patron's foreign bank account to another foreign bank account designated by the money processor. The money processors were paid by the WLV patron for their money transmitting services as a percentage of the monetary value transferred, as reflected in an agreed upon exchange rate, or through a commission.

16. During the course of the conspiracy, the conspirators conducted not less than \$130,131,645 in financial transactions via the Subject MTBs.

## **ATTACHMENT B—FORFEITURE ADDENDUM**

As set forth in the Agreement, this Forfeiture Addendum is incorporated into and made part of Wynn Las Vegas, LLC's ("WLV") NPA.

A. Applicable Law. As a material part of the NPA WLV agrees to forfeit to the United States any property, real or personal, involved in, or traceable to, a violation of Title 18, United States Code, Section 1960, as required under Title 18, United States Code, Section 982(a)(1) and Title 28, United States Code, Section 2461(c). Forfeiture is mandatory and in the event of a breach, it is a mandatory penalty for the offense conduct.

B. Consent to Forfeiture. WLV consents to the immediate forfeiture of the Forfeited Assets (defined below in Paragraph C), in accordance with the additional terms set forth therein. Such consent will be considered final and irrevocable as to WLV's interests in the Forfeited Assets. WLV agrees to take all steps requested by the USAO to pass clear title to the Forfeited Assets to the United States. WLV further agrees to execute any document requested by the United States or any of its agencies to facilitate the forfeiture of the Forfeited Assets, including any substitute asset wherever located, in an amount to fully satisfy the forfeiture. WLV further agrees not to contest or to assist any other person or entity in contesting the forfeiture of the Forfeited Assets, and WLV specifically agrees to obtain from any party who has an interest in the Forfeited Assets any consent forms required to facilitate or complete the forfeiture of the Forfeited Assets to the United States. WLV further agrees that if any third party files a claim or petition for remission of the Forfeited Assets under 21 U.S.C. §853(n) or any other basis, the WLV will assist the United States in opposing the claim or petition, WLV will be responsible for additional forfeiture payment to the United States for the full amount of any claim or petition for remission that is granted or recognized as a valid claim.

C. Forfeiture. WLV agrees to forfeit to the United States \$130,131,645.00 (the “Forfeited Assets”) as further prescribed below in Paragraphs D-H.

D. Payment in Equal Installments. WLV agrees to pay the Forfeited Assets by way of two equal installments in the amounts of \$65,065,822.50 by wire transfer pursuant to the instructions provided by the USAO, with the first forfeiture payment payable on September 27, 2024, and the second payable on February 27, 2025. Failure to timely remit the Forfeiture Payments will constitute breach of this Non-Prosecution Agreement.

E. Waivers of Notice and Requirements. In addition to its immediate and irrevocable consent to the forfeiture of the Forfeited Assets, WLV waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at a sentencing, and incorporation of the forfeiture in a judgment. WLV further waives the requirements of Title 18, United States Code, Section 983.

F. Waiver of Challenges and Appeal. WLV agrees to waive any and all challenges, in any manner, without limitation, (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Forfeiture Addendum and Non-Prosecution Agreement.

G. Breach. Failure of WLV to fully and timely comply with any of the promises or obligations set forth in this Forfeiture Addendum will constitute an immediate, material breach of the Non-Prosecution Agreement.

H. Substitute Assets/Collection of Forfeiture. WLV acknowledges and agrees that in the event of a breach of the NPA the forfeiture in this case will result in the entry of a forfeiture judgment. Interest shall accrue on the forfeiture money judgment from the date of entry of the order of forfeiture imposing such forfeiture money judgment and shall accrue thereon in accordance with Title 18, United States Code, Section 3612(f) and Title 28, United States Code, Section 1961. WLV agrees

that the conditions for collection of the forfeiture against any and all other assets and properties under Title 18, United States Code, Section 982(b) exist. WLV agrees the United States may take any and all actions available to it to collect the full amount of the forfeiture, including, but not limited to enforcement of the judgment against substitute assets as provided in Title 21, United States Code, Section 853(p) which is incorporated as part of Title 18, United States Code, Sections 982(b) and actions available under the Federal Debt Collections Procedure Act.

DATED: September 6, 2024

TARA K. MCGRATH  
United States Attorney

*Mark W. Pletcher*

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MARK W. PLETCHER  
CARL F. BROOKER, IV  
Assistant U.S. Attorneys

DATED: September 6, 2024

*Mark R. Filip*

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MARK R. FILIP  
BRIAN BENCZKOWSKI  
Counsel for Wynn Las Vegas, LLC

DATED: September 6, 2024

*Ellen F. Whittemore*

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ELLEN F. WHITTEMORE  
Designated Representative of  
Defendant  
Wynn Las Vegas, LLC



## **ATTACHMENT C—COMPLIANCE ADDENDUM**

### **Enhancements to Wynn Las Vegas's Compliance Program**

In addition to other provisions of its existing compliance program and to effectively detect and deter any future violations of 18 U.S.C. § 1960 or other applicable federal and state laws, Wynn Las Vegas ("WLV" or "the Company") agrees that it has undertaken or will undertake the following compliance updates and enhancements in connection with and during the period of this Agreement:

#### **Board of Directors, Officers, and Compliance Personnel**

The Company (or its parent, Wynn Resorts, Limited ("WRL")) will maintain an overall corporate compliance structure, consistent with current best practices, that includes an independent Compliance Committee comprised of at least three independent members who are neither employees of WRL or the Company nor members of WRL's Board of Directors.

WRL will employ a Chief Global Compliance Officer (or similar title) who is responsible for developing, maintaining, enhancing, and executing the Company's corporate compliance plan, including its Bank Secrecy Act/Anti-Money Laundering program and for delivering to the Compliance Committee a quarterly report on activities related to the Company's compliance program.

WRL will employ a Vice President for U.S. BSA/AML Compliance (or similar title) with relevant experience in BSA/AML compliance to serve as its BSA Officer and as the day-to-day administrator of the Company's compliance program as it relates to BSA/AML compliance.

The Company will employ sufficient BSA/AML compliance personnel whose responsibilities will include developing, maintaining, and operating due diligence review and reporting processes to utilize all available information in connection with patron and transaction assessments and BSA/AML filings.

### Risk-Based Assessment, Know Your Customer, and Other Policies

Within 90 days of the date of signing this Agreement, WLV will implement, cause the implementation of, and/or maintain its enhancements to its BSA/AML Compliance Program through updates, as necessary, to its risk-based analysis protocols and implementation of updated policies and procedures. The Compliance Committee will thoroughly review, and the Company will continue to enhance, the Company's BSA/AML Compliance Program through updates to the risk-based analysis protocols and updates to WLV's policies and procedures, at least annually thereafter. Updates and enhancements to the Company's BSA/AML Compliance Program do or will include, but will not be limited to, the following:

1. Third-party checks or wire transfers to WLV on behalf of or for the benefit of patrons, whether by independent agents or others, are prohibited, except for checks or wire transfers: (1) by a verified member of the patron's immediate family; or (2) directly from a business entity where the patron is the verified majority owner or shareholder and the bank account signatory;
2. Customers, independent agents, or other third-party representatives will be prohibited from making payments into a neutral name bank account;
3. Foreign branch offices are prohibited from receiving cash or cash equivalent payments, either as front money or as marker payments, by or on behalf of patrons without filing necessary Currency Transaction Reports (CTRs) or Suspicious Activity Reports (SARs);
4. Foreign casino affiliates are prohibited from receiving cash or cash equivalent payments for or on behalf of WLV or patrons intending to gamble at WLV, either as front money or as marker payments, by or on behalf of patrons without filing necessary CTRs or SARs;

5. The Parties and WLV agree that as part of its review of WLV's BSA/AML Compliance Program, the independent, third-party expert will review WLV's policies and procedures relating to the acceptance and documentation of third-party deposits, payments, and any other third-party transactions and will recommend to WLV risk-based modifications to the company's BSA/AML Compliance Program regarding the circumstances (including the appropriate dollar amount) that will trigger additional inquiry into the source, origin, and derivation of the funds received from a third party on behalf of a patron. WLV will, if necessary, modify its policies and procedures to implement the recommendations and will, in any event, continue to use all available information to determine whether these transactions should be additionally scrutinized or reported pursuant to the requirements of the BSA.
6. WLV employees are prohibited from collecting, holding, storing, maintaining, or distributing cash or cash equivalents (e.g., chips, markers) on behalf of patrons, except through the WLV cage and in compliance with established Title 31 policies and procedures;
7. When conducting know your customer (KYC) due diligence, compliance personnel will review and consider all available information. Such information includes public sources as well as the entire customer gaming account, consisting of, where available, the credit file containing any credit (marker) applications, bank account information, bank statements, gaming activity at other affiliated properties, and any Suspicious Activity Reports (SARs) filed for the patron by WLV or any other property affiliated with WLV subject to BSA filing requirements;
8. WLV will ensure that its know your customer (KYC) due diligence includes a review of a patron's source of funds. If compliance personnel

are unable to ascertain the source of funds for a patron, compliance personnel will request information about the patron's source of funds from the patron, the patron's host, or other knowledgeable WLV employees, representatives, or agents, foreign or domestic, as applicable. Additional documents may also be requested from the patron to support the customer attestation.

9. If a patron's source of funds cannot be determined consistent with WLV's KYC diligence program, the due diligence is submitted to WLV compliance personnel for SAR consideration; and
10. Compliance personnel will establish protocols for reasonably documenting in the compliance files any risk-based assessment, reasoning, or decision by compliance personnel not to file a SAR following a complete investigation after the submission to compliance personnel for SAR consideration (the submission of a SAIR). Documentation may include memorialization of what KYC or due diligence has been undertaken (if applicable) to determine a customer's source of funds, including but not limited to which documents have been reviewed, which hosts, agents, representatives, marketing personnel, or business executives have been consulted, and which information or documents have been requested from the customer, as well as the rationale behind any decision.

#### Training and Technology

The Company will periodically review and update its training materials and will ensure that all relevant employees, including marketing, gaming, compliance, cage, credit, and finance personnel, are trained at least annually on the Company's BSA/AML Compliance Program, policies, and procedures, including those related to third party transactions, appropriate filing of CTRs and SARs, and the handling of patron cash. Marketing and gaming personnel will be specifically trained to

identify proxy betting, the prohibition on facilitating customers' use of unlicensed money transmitting businesses, and how to report such conduct. The Company will ensure that its BSA/AML technology is up-to-date and in compliance with the requirements of federal and state laws and regulations and industry best practices.

#### Additional Compliance Enhancements

The Company will update its current BSA/AML risk assessment process to create a master inventory of the risks associated with its businesses, which will include documentation of customer risk, transactional risk, third-party risk, and geographic risk, among others. In connection with this updated risk assessment, the Company will identify and implement additional BSA/AML risk mitigation strategies and controls to address the identified risks. This BSA/AML risk assessment will be performed separately and independently from any customer assessment done for marketing or credit worthiness purposes.

#### Independent Compliance Review

The Company has and will continue to employ the services of an independent, third-party expert to review its BSA/AML Compliance Program. The expert has experience and expertise with gaming industry anti-money laundering policies and BSA/AML compliance programs. The provisions of this section will be completed within one year of the effective date of this Agreement. Upon completion of the review set forth below, the expert will submit a report to the Company and the USAO that describes any material deficiencies in the Company's compliance program and will recommend any necessary changes.

At a minimum, the review and report will address:

1. An evaluation of the Company and its affiliates' compliance with the updates and enhancements to the BSA/AML Compliance Program;

2. An evaluation of each type of financial transaction being conducted, caused to be conducted, or facilitated by the Company or its employees, agents, or representatives on behalf of its patrons;
3. The sufficiency of the Company's internal controls, policies, and procedures for ensuring compliance with 18 U.S.C. § 1960, the Bank Secrecy Act, and all other applicable federal and state laws;
4. Whether the Company has employed sufficient personnel and deployed sufficient technology resources to effectively implement its updated and enhanced risk-based analysis and BSA/AML Compliance Program;
5. The Company has agreed to a lookback at the matters, facts and individuals described in the Statement of Facts as identified in the letter to the USAO dated September 6, 2024. If the Company determines a lookback BSA/AML filing is warranted, the independent third-party expert will confirm that the Company has performed a supplemental review and due diligence using all available information including information in the customer file, as well as any information provided by WLW or WRL employees, agents and representatives, in accordance with the current BSA/AML Compliance Program, to determine the accuracy of customer information and the occurrence of any additional transactions or patterns of transactions required to be reported pursuant to the BSA;
6. A review of the Company's policies and procedures relating to the acceptance and documentation of third-party deposits, payments, and any other third-party transactions and will recommend to the Company risk-based modifications to its BSA/AML Compliance Program regarding the circumstances (including the appropriate dollar amount) that will trigger additional inquiry into the source, origin, and derivation of the funds received from a third party on behalf of a patron. WLW will if necessary,

modify its policies and procedures to implement the recommendation and will continue to use all available information to determine whether these transactions should be additionally scrutinized or reported pursuant to the requirements of the BSA; and

7. A recommendation of other changes or enhancements needed to ensure that the Company's compliance program considers all commensurate risks and otherwise meets the requirements of all applicable laws.

Upon submission of the expert's report and recommendations, the Company will address any material deficiencies in its compliance program identified therein and the Company will notify the USAO when such remediations have been undertaken to address the issues raised in the report. If the Company declines to adopt and remediate a recommendation set forth in the report, the Company must provide a written explanation to the USAO as to why it declined to adopt and remediate the recommendation and/or any alternative steps the Company is taking in response.

Upon receipt of the expert's report and recommendations and the Company's responses thereto, the USAO shall determine whether the Company and its affiliates are in substantial compliance with the terms of the Agreement. If the USAO determines that the Company and its affiliates are not in substantial compliance with the terms of the Agreement, the USAO may, but is not required to, extend the period of the Agreement for an additional year for the Company to come into compliance with the Agreement. If, after a year, the USAO determines that the Company is still not in compliance with the terms of this Agreement, the USAO may declare the Company in breach of the Agreement.

Any such independent compliance reviews, reports and recommendations will likely include proprietary, financial, confidential, and competitive business information. For these reasons, the report and recommendations are intended to

remain and shall remain non-public, except as otherwise agreed to in writing by the Company and the USAO or as otherwise provided by law.

Right to Inspection

During the pendency of the Agreement, with regard to financial transactions and other patron activity beginning, ending, or passing through the United States, the USAO, upon request, may inspect compliance, marketing, or finance records, including customer files, located at WLV or domestic WLV affiliates. WLV will further use its best efforts to secure additional records wherever located, consistent with the law in the jurisdiction where the records are located. The Company will provide the USAO any requested casino, compliance, marketing, or finance records, located in the United States within ten business days of the request, or, provide the USAO with an anticipated schedule for production.