

ATTACHMENT TO NOTICE: SETTLEMENT OFFER AND RELEASE
IN WYNN TIP POOLING CASES

Re: Fair Labor Standards Act Claims also subject to litigation in *Cesarz, et al. v. Wynn Las Vegas, LLC, et al.*, United States District Court for the District of Nevada, Case No. 2:13-cv-109-APG-DJA and *Tang, et al. v. Wynn Las Vegas, LLC, et al.*, United States District Court for the District of Nevada, Case No. 2:18-cv-891-APG-DJA

You have received a notice regarding the Settlement of the Claims made in two parallel wage and hour collective actions regarding Wynn's tip pooling. This Settlement Offer and Release is provided subject to that notice and the terms of the Settlement. The Settlement of your Claims as discussed in that notice has been approved by the Court. If you decide to accept that Settlement you will be paid the amounts discussed below unless the defendant, as discussed in that notice, exercises a possible option to void the Settlement.

Your settlement share is as follows:

Tang Claims: Defendant's records reflect that you received <<Tang_PercentInterest>> of the total tips **distributed to Wynn table games dealers** during the *Tang* time period. Based on this information, your estimated Settlement Share for the *Tang* Claims is <<TangAmount>>, *after* attorneys' fees and costs. One-half of this amount shall be considered wages, which will be subject to deductions for federal and state taxes and other required withholdings and will be reported by the Company as wage income on an IRS W-2 form. The other half of this amount shall be considered to be a payment of liquidated damages, penalties, and/or interest and will be reported by the Company as non-wage income on an IRS 1099 form.

Cesarz Claims: Defendant's records reflect that you received <<Cesarz_PercentInterest>> of the total tips during the *Cesarz* time period distributed to Wynn table games dealers during the *Cesarz* time period as limited by the *Cesarz* claims calculated for all *Cesarz* plaintiffs and collective action members. If you have not yet filed a consent to join the *Cesarz* action that number reflects that amount of total tips you received from January 31, 2017 through March 23, 2018. Based on this information, your estimated Settlement Share for the *Cesarz* Claims is <<CesarzAmount>>, *after* attorneys' fees and costs. One-half of this amount shall be considered wages, which will be subject to deductions for federal and state taxes and other required withholdings and will be reported by the Company as wage income on an IRS W-2 form. The other half of this amount shall be considered to be a payment of liquidated damages, penalties, and/or interest and will be reported by the Company as non-wage income on an IRS 1099 form.

If you agree to accept this Settlement offer, you will be paid your Settlement share in exchange for releasing and discharging your all claims that arose out of the *Cesarz* and/or *Tang* lawsuit or that could have been made in either of those lawsuits. Specifically, in consideration of the payments provided for in this Settlement Offer and Release, you and your respective heirs, estates, representatives, successors, assigns

and agents, hereby expressly and unconditionally waive any appeal from a Court order approving this settlement and dismissing the *Tang* and *Cesarz* Actions with prejudice, and releases and forever discharges Defendant and all of the Released Parties from any and all wage and hour claims and causes of action that are based on the factual allegations in the complaints in the Actions, known or unknown, that have arisen or could have arisen at any time prior to the date that this Settlement Offer and Release is executed, including, but not limited to (i) any and all claims for unpaid minimum and/or overtime wages, fines, penalties, liquidated damages, and attorneys' fees and expenses; and (ii) any and all wage and hour claims that Plaintiff asserted or could have asserted in the Actions based on the tip pool(s) at the Wynn and/or Encore, whether under federal, state, local or other laws or ordinances, or pursuant to contract, tort, or equitable theories.

Neither Counsel plaintiffs nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

By signing below, you agree to accept this Settlement Offer and Release. If you have not already submitted a Consent to Join in these Actions, your signature below also evidences that you consent to join in the *Tang* and *Cesarz* Actions and to be represented in those matters by the named plaintiffs and counsel, Joshua Buck of Thierman Buck, LLP, and Leon Greenberg and James P. Kemp.

I SWEAR THAT I HAVE READ THIS RELEASE, FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND AM ENTERING INTO IT OF MY OWN FREE WILL. I HAVE HAD AN OPPORTUNITY TO DISCUSS THIS RELEASE WITH MY ATTORNEYS. I UNDERSTAND THAT, IF I SIGN THIS RELEASE, MY CLAIM AGAINST THE COMPANY WILL BE RESOLVED THROUGH THIS RELEASE AND IN ACCORDANCE WITH THE TERMS OF THE STIPULATION OF SETTLEMENT IN THE ACTION.

TO COMPLETE THIS FORM ONLINE, PLEASE GO TO THE SETTLEMENT ADMINISTRATOR'S WEBSITE AT WWW.WYNNDEALERSSETTLEMENT.COM AND USE YOUR CPT ID: <<ID>> AND PASSCODE: <<PASSCODE>>

[name]

[date]