

DISTRICT COURT

CLARK COUNTY, NEVADA

DOROTHY TURK-MAYFIELD, on behalf of)
herself and all others similarly situated,)

CASE NO. A-13-683389-C

Plaintiff,)

DEPT NO. XXVIII

vs.)

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

WYNN LAS VEGAS, LLC, and DOES 1-50,)

Defendants.)

TO: All present and former non-exempt employees of Wynn Las Vegas, LLC (“Wynn”) who, in the course of their jobs with Wynn from June 5, 2010 to June 4, 2012 according to Wynn’s Satellite Bank electronic records, (a) picked up a cash bank, for use in cashier duties, from one of Wynn’s Satellite Banks at the start of his/her work shift but before clocking in for work using Wynn’s Kronos timekeeping system; (b) dropped off the cash bank at one of the Satellite Banks at the conclusion of work at the end of the shift after clocking out using Wynn’s Kronos timekeeping system; (c) was not paid wages covering the difference in time between (a) and (b) (“Class Members”):

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

1. YOU ARE HEREBY NOTIFIED that a proposed settlement (“Settlement”) of the above-captioned class action (“Action”), pending in the Eighth Judicial District Court, Clark County, State of Nevada (the “Court”) has been reached by the Parties and has been granted preliminary approval by the Court supervising the Action.

The purpose of this Notice is to describe the Action, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in this Action. A Final Approval Hearing will be held on December 12, 2013 at 9:00 a.m. to determine whether the Action should be granted final approval. Because your rights may be affected, it is extremely important that you read this Notice carefully. You must file a Claim and Consent Form (enclosed) which must be postmarked by December 5, 2013 to participate in the Settlement. Unless you choose to opt out of the Settlement, you will be bound by the Settlement, if it is approved, and by any order entered by the Court subject to the conditions in the Settlement Agreement.

SUMMARY OF THE ACTION

2. On January 30, 2012, Plaintiff Dorothy Turk-Mayfield (“Plaintiff”) made a demand for compensation against Wynn Las Vegas, LLC (“Wynn”), on behalf of herself and others similarly situated, alleging claims for (1) unpaid overtime and minimum wages under the Fair Labor Standards Act; (2) overtime and minimum wage pay under Nevada law (NRS 608.016, NRS 608.100, NRS 608.250, NRS 608.018, and NRS 608.019*); and (3) waiting time penalties under Nevada law (NRS 608.040). Plaintiff also made individual personal injury claims.

1 3. After extensive exchange of relevant information, with each party consulting
2 experts, the Parties agreed to enter into private mediation before a Mediator to try to reach
3 settlement of all of Plaintiff's claims. Mediation was held on October 1, 2012 before a retired
4 judge, and Plaintiff and Defendant thereafter reached the Settlement that is memorialized in the
5 Settlement Agreement that is on file with the Court, and whose terms are generally summarized
6 in this Notice. To effectuate this Notice, Plaintiff filed the lawsuit referenced above.

7 4. You have received this Notice because Wynn's records show you were or are
8 employed as a Class Member and your rights may be affected by this Settlement.

9 **POSITIONS OF THE PARTIES**

10 5. Wynn has denied and continues to deny each of the claims in the Action. Wynn
11 contends that all of its employees have been compensated in compliance with the law and that its
12 conduct was not willful with respect to any alleged failure to pay any wages (including but not
13 limited to overtime and/or minimum wages) and/or with respect to all of its compensation
14 practices. Wynn has repeatedly asserted and continues to assert defenses to the claims in the
15 Action, and has expressly denied and continues to deny any wrongdoing or legal liability arising
16 out of any of the facts or conduct alleged in the Action. Neither the proposed Settlement nor any
17 action taken to carry out the proposed Settlement is, may be construed as, or may be used as an
18 admission, concession or indication by or against Wynn of any fault, wrongdoing or liability
19 whatsoever.

20 6. Counsel for the Plaintiff ("Plaintiff's Counsel") also has extensively investigated
21 and researched the facts and circumstances underlying the issues raised in the Action, and the
22 law applicable thereto.

23 7. Plaintiff and Plaintiff's Counsel recognize the expense and length of continued
24 proceedings necessary to continue the Action against Wynn through trial and through any
25 possible appeals. Plaintiff's Counsel has also taken into account the uncertainty and the risk of
26 the outcome of further litigation, including the risk that the class might not be certified in light of
27 Wynn's opposition to certification as well as the difficulties and delays generally inherent in
28 such litigation.

 8. Plaintiff and Plaintiff's Counsel are also aware of the burdens of proof necessary
to establish liability for the claims, of Wynn's defenses thereto, and of the difficulties in
establishing damages for the Class Members. Plaintiff's Counsel has also taken into account the
extensive settlement negotiations conducted by the Parties. Based on the foregoing, Plaintiff's
Counsel believes the proposed Settlement is fair, adequate and reasonable and in the best
interests of the Class Members.

 9. Wynn Las Vegas, LLC, has also extensively investigated and researched the facts
and circumstances underlying the issues raised in the Action, and the law applicable thereto.
Although Wynn believes the company has meritorious defenses to the Action, Wynn has
concluded that the litigation of Plaintiff's claims and defense of this Action would be lengthy
and expensive for all Parties. Wynn has, therefore, agreed to settle this Action in the manner and
upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have
been asserted against it in the Action.

 10. The Court has made no ruling on the merits of Class Members' claims and has
determined only that certification of the Class for Settlement purposes is appropriate under
federal law.

1 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

2 11. On August 1, 2013, the Court appointed the following attorneys as Plaintiff's
3 Counsel to represent the Class in this Action:

4 Mark R. Thierman, Esq.
5 Joshua D. Buck, Esq.
6 Thierman Law Firm
7 7287 Lakeside Drive
8 Reno, NV 89511

9 12. On August 1, 2013, for purposes of the Settlement, The Hon. Nancy Becker of the
10 Eighth Judicial District Court, Clark County, Nevada, State of Nevada, certified a Class
11 consisting of the following, referenced hereafter as the "Class:"

12 **All present and former non-exempt employees of Wynn Las Vegas, LLC ("Wynn")**
13 **who, in the course of their jobs with Wynn from June 5, 2010 to June 4, 2012**
14 **according to Wynn's Satellite Bank electronic records: (a) picked up a cash bank,**
15 **for use in cashier duties, from one of Wynn's Satellite Banks at the start of his/her**
16 **work shift but before clocking in for work using Wynn's Kronos timekeeping**
17 **system; (b) dropped off the cash bank at one of the Satellite Banks at the conclusion**
18 **of work at the end of the shift after clocking out using Wynn's Kronos timekeeping**
19 **system; (c) was not paid wages covering the difference in time between (a) and (b).**

20 13. The Court has appointed Heffler Claims Group as Class Administrator to notify
21 the Class and coordinate the claims process.

22 14. If you are a member of the Class, you will be bound by the proposed Settlement
23 described below if it is approved, unless you make a written request for exclusion in the manner
24 described below.

25 **SUMMARY OF SETTLEMENT TERMS**

26 15. The following is a summary of the provisions of the proposed Settlement between
27 the Plaintiff, the Class, and Wynn. The specific and complete terms of the proposed Settlement
28 are described in the Class and Collective Action Settlement Agreement ("Settlement
Agreement"), a copy of which is available for your review as set forth at the end of this Notice.

16 **Final Approval Hearing.** The Court will hold a Final Approval Hearing on the
Settlement Agreement in Department 28 of the Eighth Judicial District Court, Clark County,
State of Nevada, located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada,
Courtroom 15C, at 9:00 a.m. on December 12, 2013, at which time the Court will determine
whether to grant final approval to the Settlement. You do not need to attend that hearing to
participate in the proposed Settlement. Please note that the hearing date may be continued to a
later date. Accordingly, should you wish to attend the hearing, you should confirm the date and
time by reviewing the Court docket, available online at <https://www.clarkcountycourts.us/Anonymous/default.aspx>.

17 **Settlement Amount.** The Agreement provides that Wynn Las Vegas, LLC will
pay \$1,800,000.00 (the "Settlement Fund" or "Fund") to fully resolve the issues in the Action.
After the Court-approved deductions from the Fund referenced immediately below, a Settlement
Award will be distributed to each Class Member who does not opt out and who timely files a
claim and consents to inclusion in claims asserted under the Fair Labor Standards Act, 29 U.S.C.
§ 201, *et seq.* ("FLSA Claims") (such persons referred to hereinafter as "Authorized Claimants").

Pursuant to the Court-approved plan of allocation, each Authorized Claimant's Settlement Award is calculated based upon the time, as shown in Wynn's records, that that Authorized Claimant picked up a cash bank from one of Wynn's Satellite Banks before clocking in for his/her shift and/or dropped off a cash bank at a Satellite Bank after clocking out during the Class Period as shown by Wynn's records. If you are an Authorized Claimant, upon Court approval of the Settlement you will receive the payments referenced in the enclosed Claim and Consent Form.

The following deductions will be made from the Settlement Fund:

(a) Attorneys' Fees and Expense Award. The Court has appointed Mark Thierman and Josh Buck, of the Thierman Law Firm, as Plaintiff's Counsel. As part of the Settlement approval process, Plaintiff's Counsel will seek approval of an award of attorneys' fees of \$600,000.00, thirty-three percent (33%) of the Settlement Fund, and actual expenses of up to \$15,000.00 (the "Fees and Expense Award"). Plaintiff's Counsel shall not be permitted to petition the Court for any additional payments for fees, costs or interest and the Fees and Expense Award shall be utilized for all claims for attorneys' fees and costs, past, present and future incurred in the Action. As part of the Settlement, you will not be required to pay Plaintiff's Counsel separately for their representation of you in the Action.

(b) Named Plaintiff Award. Plaintiffs' Counsel will also seek a Named Plaintiff Award of \$50,000.00 to Named Plaintiff Dorothy Turk-Mayfield in settlement of her personal injury claims as set forth in the Complaint filed in this action and in recognition of her efforts in obtaining the benefits of the Settlement for the Class and in exchange for a full release of all claims against Wynn. This Named Plaintiff Award includes any payment to which she may otherwise be entitled to as an Authorized Claimant. If approved by the Court, this amount will be paid from the Settlement Fund.

(c) Payments to Class Members. Each Class Member's Settlement Award is set forth in the Claim and Consent Form provided to that Class Member.

(d) Tax Matters. Under the Settlement, 50% of each Settlement Award shall be deemed wages from which ordinary deductions for federal withholding taxes shall be made. The remaining 50% of the Settlement Award shall be deemed liquidated damages from which no deduction shall be made. Amounts allocated as wages shall be reported on an Internal Revenue Service ("IRS") Form W-2 and amounts allocated as liquidated damages shall be reported on an IRS Form 1099. Authorized Claimants should consult with their tax advisors concerning any tax consequences of the payments that they receive under the Settlement.

(e) Conditions of the Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and entering Judgment in accordance with the Settlement Agreement.

ADDITIONAL PAYMENTS

18. ***Claims Administration.*** The Court has appointed a Claims Administrator, Heffler Claims Group, to notify the Class and coordinate the claims process. Said payment will not be paid from the Settlement Fund, as Wynn will incur all costs of administration of the Settlement.

19. ***Tax Expenses.*** Wynn shall pay its share of tax payments occasioned by the Settlement Awards to the Authorized Claimants, such as FICA or other tax obligations not subtracted from the gross Settlement Award to each Authorized Claimant. Said payment will not be paid from the Settlement Fund.

RELEASE OF CLAIMS

20. The Settlement Awards and the Named Plaintiff Award shall be paid to Settlement Class Members specifically in exchange for the release of the Released Parties from the Released Claims and for the covenant not to sue concerning the Released Claims. All Class Members who have not validly requested exclusion from the Settlement will be bound by the terms of the proposed Settlement if it is approved and if the Order of Final Approval dismissing the Action is entered and Judgment becomes final. If the proposed Settlement is approved, all Class Members will have released Wynn Las Vegas, LLC, past, present, and future parent and/or subsidiary corporations, divisions, affiliates or their successors, and any past, present or future partners, owners, joint venturers, stockholders, predecessors, successors, officers, directors, administrators, employees, agents, representatives, attorneys, heirs, executors, assigns, retirement plans and/or their trustees, and any other person, firm, or corporation with whom any of them is now or may hereafter be affiliated (the "Released Parties") from all claims, demands, rights, liabilities, and causes of action that were or might have been asserted (whether in tort, contract, or otherwise) for violation of any state or federal law, whether for economic damages, noneconomic damages, restitution, penalties, liquidated damages, punitive damages, interest or other monies arising out of, relating to, or in connection with any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims that the Released Parties failed to provide all overtime wages due, failed to pay minimum wages, failed to provide timely or accurate paychecks, pay stubs or itemized wage statements, failed to keep records properly concerning time worked, and/or failed to properly pay any wages at any times on or before Final Approval (the "Released Claims"), provided that only those who have filed a Claim Consent and Release Form, in which they consent to join this Action and the claims asserted under the Fair Labor Standards Act, shall be deemed to release any claims that they possess arising under 29 U.S.C. § 201 *et. seq.*, the Fair Labor Standards Act. Except as referenced specifically above, the Settlement Class Members will be permanently barred from suing or otherwise making a claim under against any of the Released Parties that is in any way related to the Released Claims. This is true whether the Released Claims are known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

21. The Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is in any way related to, arises out of, or is connected with the Released Claims; provided that no Settlement Class Member shall be obligated not to sue Releasees under the Fair Labor Standards Act unless that person has submitted a Claim Consent and Release Form in accordance with this Agreement.

PROCEDURE FOR MONETARY RECOVERY

22. ***Deadline to Submit Claim Consent and Release Form.*** If you want to participate in the Settlement and receive money under the Settlement, you must fully and accurately complete, sign and date the enclosed Claim Consent and Release Form and mail the completed Claim Form by postage pre-paid U.S. first-class mail postmarked by no later than December 5, 2013 to the Settlement Administrator at the following address:

Wynn Class Action
Heffler Claims Group
1515 Market Street, Suite 1700
Philadelphia, PA 19102

1 A copy of your Claim Consent and Release Form is attached hereto. (If you need an extra copy,
2 please contact the Settlement Administrator.) If your address is incorrect, please indicate your
3 correct address. Also, please provide your social security number, telephone number and any
4 other indicated information referred to on your Claim Consent and Release Form if it is not
5 provided. If you wish to have confirmation that the Settlement Administrator has received your
6 Claim and Consent Form, you may do so by sending it by certified U.S. Mail with a return-
7 receipt request.

8
9 23. ***Recovery Amounts.*** The Claim Consent and Release Form lists the amounts to be
10 paid to you.

11 24. If you are a Class Member and you do not choose to exclude yourself from the
12 Settlement, you will be bound by all of the provisions of the Settlement Agreement between the
13 Parties, including a full release of claims that will prevent you from separately suing the
14 Released Parties for the Released Claims settled in this case (see paragraph 20 above).

15 25. ANY CLASS MEMBER WHO DOES NOT SUBMIT A TIMELY AND VALID
16 CLAIM FORM WILL NOT RECEIVE A SHARE OF THE SETTLEMENT FUND. IF YOU
17 DO NOTHING – THAT IS, IF YOU DO NOT MAIL OR DELIVER A TIMELY CLAIM
18 FORM YOU WILL NOT BE ENTITLED TO A SHARE OF THE SETTLEMENT AMOUNT.
19 HOWEVER, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT AS SET
20 FORTH ABOVE, INCLUDING THE RELEASE REFERENCED AT PARAGRAPH 20
21 ABOVE, EVEN THOUGH YOU DID NOT RECEIVE ANY MONEY, UNLESS YOU
22 EXCLUDE YOURSELF IN WRITING FROM THE SETTLEMENT AS PROVIDED IN
23 PARAGRAPH 26 BELOW.

24 **PROCEDURE FOR EXCLUSION**

25 26. Class Members may exclude themselves from (or “opt out” of) the Settlement by
26 mailing to the Settlement Administrator at the address listed in paragraph 22, on or before
27 December 5, 2013, a written statement expressing their desire to be excluded from the
28 Settlement. If you wish to opt out of the Settlement, your written statement must include your
name (and former names, if any), current address, telephone number and social security number
and the dates of your employment with Wynn as a Class Member. In addition, it must be
postmarked on or before December 5, 2013. Requests to opt out that do not include all required
information, or that are not submitted on a timely basis, will be deemed null, void, and
ineffective. Persons who are eligible to and do submit valid and timely requests to opt out of the
Settlement will not participate in the Settlement, nor will they be bound by the terms of the
proposed Settlement, if it is approved, or the Order of Final Approval and Judgment in this
action.

29 **PROCEDURE FOR OBJECTIONS TO THE PROPOSED SETTLEMENT/FINAL 30 SETTLEMENT HEARING**

31 27. A Final Approval Hearing will be held in Department 28 of the Eighth Judicial
32 District Court, Clark County, State of Nevada, located at the Regional Justice Center, 200 Lewis
33 Avenue, Las Vegas, Nevada, Courtroom 15C, at 9:00 a.m. on December 12, 2013, in which the
34 Court will determine whether the proposed Settlement is fair, adequate and reasonable and
35 whether it should be approved by the Court and whether the Action should be dismissed on the
36 merits with prejudice. The hearing may be adjourned, continued and/or rescheduled by the Court
37 from time to time as the Court may direct without further notice.

38 28. Any Class Member who wishes to object to the Settlement must file with the
Court and serve on counsel for the parties and the Settlement Administrator a written statement
objecting to the Settlement. Such written statement must be filed with the Court and served on

counsel for the parties no later than ninety (90) days after the date this Notice is first mailed. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, shall have been timely filed with the Court and served on counsel for the parties and the Settlement Administrator. Any written objections and briefs must be served on counsel for the parties and the Settlement Administrator postmarked no later than December 5, 2013 at the following addresses:

Plaintiff's Counsel

Mark R. Thierman, Esq.
Joshua D. Buck, Esq.
Thierman Law Firm
7287 Lakeside Drive
Reno, NV 89511

Wynn Las Vegas, LLC's Counsel

Carol Davis Zucker, Esq.
Bryan J. Cohen, Esq.
Kamer Zucker Abbott
3000 West Charleston Blvd., Suite 3
Las Vegas, Nevada 89102

Settlement Administrator

Wynn Class Action
Heffler Claims Group
1515 Market Street, Suite 1700
Philadelphia, Pennsylvania 19102
(855) 529-2290

29. Any Class Member who does not file with the Court and serve on counsel his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

30. Any Class Member who is satisfied with the proposed Settlement need not appear at the Final Approval Hearing.

CHANGE OF ADDRESS

31. If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Action and the Settlement to be sent to a different address, you should supply your current preferred address to both the Settlement Administrator and to Plaintiff's Counsel at the addresses listed in paragraph 28 above.

EXAMINATION OF THE PAPERS AND ADDITIONAL INQUIRIES

32. The foregoing is only a summary of the Action and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Office of the

1 Clerk of the Eighth Judicial District Court, Clark County, State of Nevada, located at the
2 Regional Justice Center at 200 Lewis Avenue, Third Floor, Las Vegas, Nevada, during regular
business hours of each Court day.

3 33. All inquiries by Class Members regarding this Notice and/or the Settlement that
4 involve requests for information on whether a claim has been received or accepted, requests for
5 additional copies of claim documents or information on when claims will be paid or the amount
6 of your individual claim should be directed to the Settlement Administrator at the telephone
number identified in paragraph 28 above. Inquiries involving legal questions about this Notice
and/or legal questions about the Settlement or your legal rights should be directed to Plaintiff's
Counsel referenced at paragraph 28 above.

7 34. You may also retain your own attorney at your own expense.

8 PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, WYNN LAS
9 VEGAS, LLC, WYNN RESORT, ENCORE RESORT, OR WYNN'S COUNSEL WITH
INQUIRIES.

10 Dated: August 7, 2013.

11
12 
13 DISTRICT COURT JUDGE 

CLAIM FORM, CONSENT TO JOIN AND RELEASE

DOROTHY TURK-MAYFIELD v. WYNN LAS VEGAS, LLC

District Court, Clark County, Nevada

Case No. A-13-683389-C

Dept. No. XXVIII

c/o Heffler Claims Group, Claims Administrator

1515 Market Street, Suite 1700

Philadelphia, Pennsylvania 19102

(855) 529-2290

**COMPLETE AND SIGN THIS FORM IF YOU WISH TO PARTICIPATE
IN THE SETTLEMENT AND RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS**

**To receive your share of the settlement, you must return this Claim Form,
POSTMARKED NO LATER THAN DECEMBER 5, 2013
to the Claims Administrator referenced above**

SHARE OF SETTLEMENT FUND: Your share of the Settlement has been calculated based in part upon the number of work days that Wynn Las Vegas, LLC's records show you utilized your badge to pick up a cash bank from the Satellite Cage during the period of June 5, 2010 through June 4, 2012.

Therefore, assuming that the Settlement is approved by the Court, the Settlement Award you will receive is:

Wages: _____

Liquidated damages: _____

RELEASE: By participating in this Settlement, as of the effective date of the Settlement following approval by the Court, you shall be deemed to fully, forever, irrevocably and unconditionally release, remise and discharge Wynn Las Vegas, LLC, its parent(s), subsidiaries, affiliates, predecessors and successors, and its and their directors, officers, members, fiduciaries, insurers, employees, attorneys and agents (each in their individual and corporate capacities) (collectively referenced as "Released Parties"), from any and all suits, actions, causes of action, claims, or demands against the Released Parties or any of them based upon putative or alleged violations of any federal, state or local law (both statutory and common law) pertaining to hours of work or payment of wages, including without limitation all claims that were asserted or could have been asserted in the Lawsuit under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; Nevada Constitution Article 15 §16; and Nevada Revised Statutes Chapter 608, based on allegations in the

Lawsuit, regarding events that occurred or are alleged to have occurred from the beginning of time until June 4, 2012 (hereinafter referenced as "Released Claims"); provided, however, that this release shall not bar any claims arising after the effective date of the settlement. You further understand that there may exist damages or claims pertaining to the Released Claims of which you have no knowledge, reason to know, or suspicion at the time the Settlement is effective, and that you may later discover facts different from or in addition to those you now know or believe to be true. You acknowledge this release shall apply to all such unknown and unanticipated damages or claims as well as to those now known or disclosed, and, further, that this release shall remain in full force and effect in all respects notwithstanding any such different or additional facts.

INFORMATION NEEDED:

Social Security Number: ____-____-____

Name/Address Changes (if any)

Name _____

Address _____

Phone: (____) ____-_____

CONSENT AND CERTIFICATIONS:

The undersigned hereby consents to become a party plaintiff in the Lawsuit, including but not limited to claims asserted under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. I hereby authorize counsel to file this Claim Form, Consent to Join and Release with the Court. By signing below, I certify that I wish to participate in the proposed Settlement in this matter. I also certify that I agree to be bound by the terms of Settlement approved by the court and the release contained in the Settlement Agreement as reproduced above.

Name

Signature

Date

Wynn Class Action
Settlement Administrator
Heffler Claims Group
1515 Market Street, Suite 1700
Philadelphia, PA 19102

PLEASE FORWARD