

Exhibit C

AMERICAN ARBITRATION ASSOCIATION

United Healthcare Services, Inc., and
UnitedHealth Group Incorporated,

AAA File No. _____

Claimants,

STATEMENT OF CLAIMS

vs.

Jonathan J. Hamdorf

Respondent.

Claimants United Healthcare Services, Inc. (“UnitedHealthcare”) and UnitedHealth Group Incorporated (“UHG”) (collectively, “United”), for their Statement of Claims against Respondent Jonathan J. Hamdorf (“Hamdorf”), state:

1. This is an arbitration action to obtain declaratory relief regarding the parties’ rights and obligations and to compel performance with, enjoin violations of, and obtain damages and other relief for violations of agreements that Hamdorf entered into as an employee of UnitedHealthcare.

PARTIES

2. UnitedHealthcare is a Minnesota corporation with its principal place of business located in Minnesota. UHG is a Delaware corporation with its principal place of business located in Minnesota. UnitedHealthcare is an affiliate and wholly owned subsidiary of UHG.

3. UHG is a diversified health care company that offers both health care coverage and benefits, as well as information and technology-enable health services, through a family of closely related affiliate companies. UnitedHealthcare, one of those affiliated companies, is UHG’s health care benefits business. It offers health care benefits for individuals, employers, and Medicare and Medicaid beneficiaries. United’s Medicaid line of business includes several UnitedHealthcare

Community Plans across the country. One such plan, the Community Plan of Kansas, serves Kansas' Medicaid consumers through a contract with the state of Kansas.

4. Upon information and belief, Hamdorf is a resident of Kansas and lives at 17600 W. 84th Street, Lenexa, Kansas 66219. Hamdorf is a former employee who had responsibility over United's Kansas Health Plan and who was subject to various restrictive covenants.

JURISDICTION AND VENUE

5. The American Arbitration Association ("AAA") has proper jurisdiction and venue over this dispute because the Employment Arbitration Policy described below and attached as **Exhibit A** provides for mandatory arbitration with the AAA in or near the city in which Hamdorf was last employed by United, which was Overland Park, Kansas.

6. The agreements subject to this dispute are governed by Minnesota law.

FACTUAL BACKGROUND

Hamdorf's Employment with United

7. Hamdorf began employment with UnitedHealthcare as Director of Health Plan Operations for the Kansas division of Community & State (United's Medicaid line of business) on July 13, 2020.

8. Hamdorf's position was a senior leadership position, equivalent to a chief operating officer position for the Kansas Community & State Health Plan, and his annual salary was well over \$100,000. In fact, although identified internally as a Director of Health Plan Operations, Hamdorf and UnitedHealthcare both outwardly identified Hamdorf as chief operating officer over United's Kansas Health Plan.

9. At the time that his employment commenced and as a condition of employment, Hamdorf entered into an Employment Arbitration Policy, which mandates arbitration for employment-related disputes. The Employment Arbitration Policy allows either party to seek a

“temporary restraining order or materially identical emergency relief . . . in a court of law in accordance with applicable law.” The Employment Arbitration Policy is attached hereto as **Exhibit A**.

10. Hamdorf was also subject to a Code of Conduct, Employee Handbook, and various Human Resources policies that required him to protect the confidential information of United and obligated him not to disclose such information at any time, either during or after his employment.

11. For example, in signing The Code of Conduct and Employee Handbook Acknowledgement Form on July 15, 2020, Hamdorf acknowledged that he “may be given access to sensitive, confidential, proprietary and/or trade secret information owned by [United] and others,” that he “may be given access to physician, provider and member specific data or information that is considered sensitive and confidential by such persons and [United],” and that he “agree[s] that [he] will not disclose or use this sensitive, confidential, proprietary and/or trade secret information at any time, either during or after [his] employment, except at the request of [United].”

12. The Code of Conduct and Employee Handbook Acknowledgement Form defined confidential information as including, by way of example, “inventions, new product or marketing plans, business strategies and plans, detailed financial information and pricing information, computer programs, models and data bases (including, without limitation, source codes), designs, analytical models, customer lists and customer information, supplier and vendor lists, and supplier and vendor information.”

13. United’s confidential information was developed with significant investment of time, effort, and expense by United and is closely protected by United to ensure that its confidential information can be used for its own benefit and not for the benefit of others.

14. To protect the legitimate business interest it has in its confidential and proprietary information, as well as United's goodwill and reputation, United periodically enters into reasonably tailored restrictive covenants with employees who are likely to have access to confidential information, relationships, and other proprietary information.

15. During his employment, Hamdorf was responsible for operating United's Medicaid program for the state of Kansas (which is considered to be United's customer), pursuant to a contract with the state of Kansas that United entered into after a highly-competitive but successful Request for Proposal ("RFP") process prior to Hamdorf's employment. The provider operations, quality, and outreach functions all reported directly to Hamdorf.

16. During his employment, Hamdorf was involved in and attended strategy meetings regarding United's preparation for another highly-competitive RFP process with the state of Kansas, which originally was set for Fall 2022 but which United understands is now set for Fall 2023. The RFP process is increasingly competitive and is extremely time-consuming, expensive, and confidential leading up to submission. Even after submission, financial information such as rates remain confidential and do not become publicly available.

17. During his employment, Hamdorf obtained access to and attended meetings regarding United's confidential information, proprietary business strategies, and relationships with employees, providers, and customers. For example, Hamdorf had access to and knowledge of United's strategies and plans for the Kansas market and KanCare program (the state of Kansas' managed care program), financial and pricing information related to the KanCare program and United provider participation, and provider lists and information.

18. During his employment, Hamdorf had direct oversight of United's Home and Community Based Services Network. In that role, Hamdorf was responsible for negotiating rates,

talking with providers, and working with agencies. He oversaw the individual contracts meant to manage the care and social care of an individual in their home. The rates in each of those individual contracts is specifically tailored and is highly confidential.

19. Hamdorf's employment reviews reflect that he was working on staffing to execute a successful Medicaid expansion in Kansas; ensuring compliance with the state Medicaid contract; positioning for a successful Medicaid contract re-procurement; reaching out and meeting with United's top 25 providers in Kansas and evaluating them for opportunities; developing a similar list of top HCBS providers; implementing a vendor management program; establishing a community presence in certain locations; providing insights on budgeting while strategizing and advancing key programs in Kansas; and increasing membership and improving market share and various ratings.

Hamdorf's Restrictive Covenants

20. During his employment, Hamdorf and UHG entered into the following stock-related agreements (collectively, "Agreements"):

- a. A Nonqualified Stock Option (NSO) Award on February 22, 2021, with the option to purchase 322 option shares at an exercise price of \$327.6400, which were exercisable at 25% on each of the first, second, third, and fourth anniversaries of the award date.
- b. A Restricted Stock Unit (RSU) Award on February 22, 2021, with an award of 69 restricted stock units, each one representing the right to receive one share of United common stock, \$.01 par value per share, which shall vest at 25% on each of the first, second, third, and fourth anniversaries of the award date.
- c. A Nonqualified Stock Option (NSO) Award on February 14, 2022, with the option to purchase 174 option shares at an exercise price of \$474.4000, which were exercisable at 25% on each of the first, second, third, and fourth anniversaries of the award date.
- d. A Restricted Stock Unit (RSU) Award on February 14, 2022, with an award of 43 restricted stock units, each one representing the right to receive one share of United common stock, \$.01 par value per share, which shall vest at

25% on each of the first, second, third, and fourth anniversaries of the award date.

21. Each of the Agreements contain additional terms and conditions set forth in the Agreements, including various restrictive covenants that place limitations on Hamdorf competing with United.

22. For example, the Agreements contain a confidentiality provision stating that Hamdorf has or will be given access to sensitive, confidential, proprietary and/or trade secret information (“Confidential Information”) in the course of his employment and that he will not use or disclose Confidential Information, either during or after his employment with United, except as necessary to perform his duties, as United may consent in writing, or as permitted under the Agreements. Examples of Confidential Information listed in the Agreements are inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, supplier and vendor lists, and other information which is not generally available to the public.

23. The Agreements also contain a non-solicitation provision providing as follows:

During Participant’s employment and for two years after the later of (i) the termination of Participant’s employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date . . . , Participant shall not, without the Company’s prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

- (i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant’s employment termination and with whom Participant had contact regarding the Company’s activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential information during employment related to the Company’s provision of products and services to such person or

entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

- (ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;
- (iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or
- (iv) Assist anyone in any of the activities listed above.

24. The Agreements also contain a non-competition provision providing as follows:

During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

- (i) Engage in or participant in any activity that competes, directly or indirectly, with any Company activity, product, or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 36 months of employment with the Company; or
- (ii) Assist anyone in any of the activities listed above.

25. The geographic scope for the non-solicitation and non-competition provisions states as follows:

- (i) Participant's obligations . . . shall apply on a nationwide basis anywhere in the United States.

- (ii) Participant's obligations . . . shall also apply in any country outside the United States with respect to which Participant had responsibility for any UnitedHealth Group activity, product, or service in that country.

26. The Agreements provide that if Hamdorf violates any provision of the above restrictive covenants, then Hamdorf forfeits any unvested RSUs, any unvested options, and any options that vested within one year prior to termination or any time after such termination that have not been exercised. The Agreements also provide that if Hamdorf violates any provision of the above restrictive covenants, then Hamdorf is required to repay or reimburse United any RSUs that vested within one year prior to termination and any forfeited options that were exercised prior to the violation, pursuant to a value calculation set forth in the Agreements.

27. The Agreements provide as follows in Section 11: "In the event of a breach or a threatened breach of this Award by [Hamdorf], [Hamdorf] acknowledges that [United] will face irreparable injury which may be difficult to calculate in dollar terms and that [United] shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach."

28. Additionally, the Agreements provide in Section 11 that United shall be entitled to its attorneys' fees and costs in successfully enforcing the Agreements' provisions against Hamdorf.

29. Hamdorf voluntarily resigned from his employment with United on September 17, 2022. At the time of his resignation, Hamdorf stated that he was going to work for a startup located on the East Coast doing something in health care for some of the people he used to work with.

30. Hamdorf's last scheduled vesting date under the Agreements occurred prior to the termination of his employment.

31. As provided in the Agreements, Hamdorf's non-solicitation restrictions expire two years after termination of his employment, which will be September 17, 2024, and Hamdorf's non-competition restrictions expire one year after that date, which will be September 17, 2023.

32. Under the NSO Award granted on February 22, 2021, 25% of Hamdorf's 322 option award vested on February 22, 2022. On November 3, 2022, Hamdorf exercised and immediately thereafter sold 80 Option Shares. Under the RSU Award granted on February 22, 2021, 25% of Hamdorf's 69 RSUs vested on February 22, 2022, and Hamdorf received 17.232 RSUs.

Hamdorf's Employment with UCare

33. Despite telling United he was going to work for a startup, instead, Hamdorf accepted a job with UCare, a Minnesota-based health insurer. UCare and United are direct competitors in the health care benefits business, and they compete fiercely for Medicaid business.

34. During a coffee meeting on February 22, 2023 with Kevin Sparks, the President and Chief Executive Officer of United's Medicaid program in Kansas, Hamdorf said that he is going to work for UCare's Chief Executive Officer who hired him because UCare has a strategic goal to go from 400,000 members to approximately 1 million members in five years and that UCare wanted him to help achieve that goal. Hamdorf made no mention that he would actually be directly involved with UCare's attempt to enter the Kansas Medicaid market, in direct competition with United.

35. Based on United's knowledge of the Medicaid market in Kansas, United understands that UCare does not have a health plan in Kansas, that there are currently three health insurance companies (including United) that have a contract to provide Medicaid plans in Kansas, and that Kansas will be issuing an RFP in or around September 2023 to ultimately determine which

health insurance companies will obtain a contract to provide Medicaid plans in Kansas starting in January 2025.

36. Hamdorf will necessarily and inevitably draw on the confidential and proprietary information he had access to while at United in performing his new Kansas-based role at UCare. Hamdorf cannot unlearn United strategies, nor can he execute a Kansas role at UCare without capitalizing on that information and the customer and stakeholder relationships he formed in his work for United.

37. On behalf of UCare, Hamdorf has been and is currently conducting market research, engaging in business development activities, and conducting meetings with providers, hospital systems, and state government leaders in preparation and strategy for evaluating and submitting an RFP to the state of Kansas in Fall 2023.

38. UCare's current RFP planning and strategy is directly competitive to United's current RFP planning and strategy, and UCare's ultimate RFP submission will be directly competitive to United's RFP submission.

39. The knowledge and confidential information that Hamdorf gained at United is and will help UCare have a "leg up" in preparing for, strategizing, and drafting UCare's RFP to the state of Kansas. For example, Hamdorf knows the important relationships, the quality scores of the providers, what incentives or payments have been made to those providers, and which networks to build in preparation for a successful RFP. Further, Hamdorf knows what unique programs and solutions United may propose in its RFP, the analytical and data driven approach United uses, which programs have not worked and would not be fruitful to propose, and which providers would be important to name in the RFP. This is information that United invested significant time and

resources to gather, analyze, and implement in its approach to its RFP process, and shared with Hamdorf through his employment with United.

40. On information and belief, some if not all of the providers and hospital systems with whom Hamdorf has been meeting are current United providers, and Hamdorf is soliciting them for use in UCare's RFP. Hamdorf would not have had detailed information regarding United's providers without having worked as a senior leader for United's Kansas Medicaid program.

41. Hamdorf has solicited at least one United employee (an External Affairs employee), and in doing so expressed that the United employee should join UCare because if UCare obtains a contract with Kansas, it would double the United employee's salary.

42. UCare has been touting Hamdorf's experience at United with providers. For example, on or about March 2, 2023, UCare's Vice President, Strategy Partnerships sent a message to a significant and important United provider in Kansas stating that UCare intends to submit an RFP for the KanCare program, that Kansas is a "unique program with a diverse population," that UCare decided to hire Hamdorf as its Market President and highlighted his "experience in both Kansas Medicaid and in working for an existing health plan in Kansas," and that Hamdorf "possess a unique perspective on Kansas with his experience and a reputation of listening to providers and stakeholders and working towards mutually beneficial outcomes." The communication also stated that Hamdorf "will be following up as the lead contact for our Kansas team."

43. On information and belief, UCare has been sending similar communications to other providers, including United providers.

United's Notice of Breach

44. On March 14, 2022, United's in-house employment counsel sent Hamdorf a letter stating that United views UCare as a direct competitor of United and that United has legitimate concerns that his employment with UCare places him in a position to breach the restrictive covenants to which he entered during his employment with United. In that letter, United reminded Hamdorf of his contractual and legal obligations and asked for assurances as to how Hamdorf can perform his role for UCare without violating his obligations to United. United included a specific list of requests and asked for a response by March 21, 2023.

45. On March 20, 2023, Hamdorf responded to that letter via an email confirming that he is the "Market President" at UCare, that he began on February 27, 2023, that he is working on "business development" and "market research in Kansas," and that he is "helping UCare evaluate markets that they might want to some day offer an insurance plan." In his email, Hamdorf did not provide the assurances requested and took the position that he is not competing against United because his job at UCare is in a non-operational role and because UCare does not anticipate having an insurance product in Kansas until January 2025.

46. On March 29, 2023, United's undersigned counsel sent Hamdorf a letter stating that Hamdorf's email response did not adequately respond to United's requests for assurances or alleviate United's concerns regarding his employment with UCare. The letter summarized Hamdorf's legal and contractual obligations and stated that the activities in which he is engaging and participating at UCare directly compete with United's activities, products, and/or services in which he engaged and participated while at United.

47. The letter provided specific examples of Hamdorf's activities that violate the Agreements, including that (1) Hamdorf is working with UCare on a Fall 2023 RFP for the

KanCare program, which directly violates the non-competition and non-solicitation provision of Hamdorf's Agreements regardless of whether UCare's insurance offering in Kansas is not anticipated until January 2025, (2) Hamdorf has already been attending meetings with government officials and hospital systems in furtherance of UCare's intended insurance offering, (3) Hamdorf already directly solicited at least one United employee, (4) Hamdorf may have assisted UCare in touting his experience working for United in a direct written communication to a United provider, and (5) Hamdorf has been attending meetings with hospital systems that may be United providers.

48. In that letter, United demanded that Hamdorf immediately comply with his contractual and legal obligations to United, provide a fulsome response to the assurances requested in the earlier March 14, 2023 letter, and cease the unlawful competition and solicitation activities described in the letter, otherwise United would seek all appropriate legal and equitable remedies available under the law and the Agreements he signed. United asked for a response within seven days.

49. On March 29, 2023, United's undersigned counsel also sent UCare a similar letter to what it sent Hamdorf, put UCare on notice of Hamdorf's legal and contractual obligations, and asked for a response within seven days.

50. On March 30, 2023, Hamdorf replied to United's outside counsel via email asking for clarity on who he improperly solicited, on his contractual and legal obligations, and on what actions would be considered indirectly competing with United given UCare's current lack of an insurance product in Kansas.

51. Before United's outside counsel could respond, on March 31, 2023, United's outside counsel was notified that Hamdorf and UCare had retained outside counsel, who requested an extension to respond to the March 29, 2023 letters until April 10, 2023.

52. On April 3, 2023, United's outside counsel sent an email to Hamdorf's and UCare's outside counsel providing a description of United's (UHC's) position as to what actions violate the terms of Hamdorf's Agreements. In relevant part, that email stated:

First, as to Mr. Hamdorf's solicitation obligations specific to employees, it is UHC's position that any communication with current UHC employees about joining UCare now or in the future is a violation of Mr. Hamdorf's non-solicitation obligations. Second, as to Mr. Hamdorf's competition-related obligations, it is UHC's position that the following activity, which we believe Mr. Hamdorf to be engaging in, is prohibited under Sections 4/8(b) (Non-Disclosure), 4/8(c) (Non-Solicitation), and 4/8(d) (Non-Competition) in Mr. Hamdorf's Agreements:

1. **Non-Disclosure:** Sharing UHC Confidential Information (as that term is defined in Mr. Hamdorf's Agreements) with UCare or any other third-party. By way of example only, this includes UHC's strategies and plans for the Kansas market and/or KanCare program, financial and pricing information related to the KanCare program and UHC provider participation, and provider lists and information.
2. **Non-Solicitation:** (A) Solicitation for business from any person or entity who was a UHC provider or customer with whom Mr. Hamdorf had contact. This includes UHC's providers in Kansas and the state of Kansas. (B) Influence any UHC provider who possesses Confidential Information to terminate the relationship with UHC. (C) Solicitation, recruitment, or influence to terminate the employment/other relationship of any UHC employee or consultant. This includes solicitation for employment now or in the future.
3. **Non-Competition:** Participation, directly or indirectly, as an employee, consultant, or any other representative capacity, in any activity that competes with a UHC activity that Mr. Hamdorf engaged in, participated in, or had Confidential Information about. For example, Mr. Hamdorf had direct oversight of UHC's Home and Community Based Services Network. In that role, Mr. Hamdorf was responsible for negotiating, talking with providers, and working with agencies. Mr. Hamdorf also had access to and met with UHC's hospital facilities and had Confidential Information regarding those relationships.

Mr. Hamdorf's participation with UCare in its business development efforts in Kansas, market research in Kansas, provider engagement in Kansas, and KanCare RFP strategy, preparation, and submission, is all activity that directly competes with UHC and violates Mr. Hamdorf's Agreements.

53. On April 10, 2023, Hamdorf's and UCare's outside counsel sent a letter to United's counsel asserting that nothing about Hamdorf's employment with UCare violates the terms of

Hamdorf's Agreements. Specifically, the letter asserted that enforcing Hamdorf's restrictive covenants would violate Minnesota law, that the Agreements do not prevent Hamdorf from working for UCare because he had pre-existing experience working with Medicaid and did not have confidential information of United, and that Hamdorf's position with UCare does not overlap with his position at United.

54. The letter listed the following as Hamdorf's responsibilities at United: provider management of HCBS population, HCBS Provider Network development/growth, KanCare policy implementation for medical and HCBS policy, appeals and grievances, vendor management, regulatory reporting, state escalations, OneCare Kansas (health homes program), quality, presenting at state meetings, and assisting with other duties as assigned. The letter listed the following as Hamdorf's responsibilities at UCare: develop the UCare brand in Kansas, evaluate the Kansas market to potentially bid on upcoming Medicaid RFPs, educate the UCare team on the history of KanCare and how the state runs the Medicaid program, share public information on the KanCare program with the UCare team and make them aware of public events and hearings on KanCare.

55. The letter asserted that these responsibilities have clear differences, that Hamdorf has no operational responsibilities at UCare like he did at United, and that even if Hamdorf is part of the team evaluating the Kansas market for UCare, UCare is not currently contracting with providers in Kansas so there is no direct competition with United.

56. Therefore, the letter confirmed that Hamdorf is actively working on preparation and strategy for evaluating and submitting an RFP to the state of Kansas in Fall 2023, which is and will be competitive with United's RFP.

57. As a result of Hamdorf's and UCare's refusal to provide assurances regarding Hamdorf's activities at UCare and Hamdorf's ongoing competitive activities at UCare, which are causing damage and irreparable harm to United, United is initiating this arbitration action pursuant to Hamdorf's Employment Arbitration Agreement.

COUNT ONE

DECLARATORY JUDGMENT

58. United restates and realleges all previous paragraphs as though fully stated herein.

59. Pursuant to 28 U.S.C. § 2201(a), a tribunal—including an arbitrator under Employment Arbitration Rules 32 and 39—may declare the rights, status, or legal relations of interested parties to a contract when a controversy exists between the parties regarding the contract.

60. Hamdorf and United entered into the written Agreements, which are valid and legally binding contracts.

61. Under the specific terms of the Agreements as set forth more fully in paragraphs 20 to 32 above, Hamdorf is prohibited from sharing confidential information, from soliciting certain employees, providers, and customers, and from engaging in certain competitive activities for the periods of time expressed in the Agreements.

62. United has accused Hamdorf of violating each of the foregoing provisions based upon his employment at UCare and solicitation of employees, providers in the state of Kansas, and the customer of the state of Kansas, as set forth more fully in paragraphs 33 to 43 above. United is also legitimately concerned that Hamdorf will engage in additional violations by his ongoing work for UCare, particularly when drafting the upcoming RFP to the state of Kansas.

63. Hamdorf has denied violating any of those provisions, has taken the position that his work for UCare is noncompetitive to the work of United, and has stated that he does not plan to violate the Agreements.

64. Based on these facts, there exists an actual, immediate, real, and substantial controversy between the parties having adverse legal interests regarding the scope and meaning of the Agreements and whether Hamdorf has violated, or will violate, any aspect of the Agreements based on his employment with and current and future activities on behalf of UCare.

65. For the reasons set forth above, United is entitled to a declaratory judgment that:

- a. Hamdorf is violating, or would violate if conducted prior to September 17, 2023, the terms of the Agreements by engaging, participating, or assisting UCare, in any manner, in strategizing, planning for, or submitting an RFP to the state of Kansas for a Medicaid contract.
- b. Hamdorf is violating, or would violate if conducted prior to September 17, 2023, the terms of the Agreements by engaging, participating, or assisting in any other activity on behalf of UCare that competes, directly or indirectly, with any of United's activities, products, or services that Hamdorf engaged or participated in, or had United confidential information about, during his last 36 months of employment with United.
- c. Hamdorf is violating, or would violate if conducted prior to September 17, 2024, the terms of the Agreements by raiding, hiring, employing, or recruiting or soliciting for employment (whether for employment now or in the future) with UCare any United employees or consultants who had access to United's confidential information. Hamdorf would also violate the terms of the Agreements by assisting anyone with the foregoing activities.
- d. Hamdorf is violating, or would violate if conducted prior to September 17, 2024, the terms of the Agreements by inducing or influencing any United employee, consultant, or provider who possesses United confidential information to terminate their relationship with United. Hamdorf would also violate the terms of the Agreements by assisting anyone with the foregoing activities.
- e. Hamdorf is violating, or would violate if conducted prior to September 17, 2024, the terms of the Agreements by soliciting or conducting business on behalf of UCare from (i) any person or entity (e.g. the state of Kansas, United's providers in Kansas), who (ii) was a United provider, customer, prospective provider, or prospective customer within 12 months before Hamdorf's employment with United ended, and (a) Hamdorf had contact with them regarding United's activities, products, or services or provided services to them, (b) Hamdorf supervised employees who provided services to them (for current providers or customers) or who had soliciting contact with them (for prospective providers or customers), or (c) if Hamdorf learned confidential information about them relating to United's

providing of products and services to them. Hamdorf would also violate the terms of the Agreements by assisting anyone with the foregoing activities.

- f. Hamdorf is violating, or would violate if conducted at any point in time, the terms of the Agreements by disclosing or using any of United's confidential, proprietary, or trade secret information to or with UCare (intentionally or unintentionally).

66. Further, United has suffered irreparable harm for which it is entitled to preliminary and permanent injunctive relief.

COUNT TWO

BREACH OF CONTRACT

67. United restates and realleges all previous paragraphs as though fully stated herein.

68. Hamdorf and United entered into the written Agreements which are valid and legally binding contracts.

69. The confidentiality, non-solicitation, and non-competition provisions of the Agreements were supported by consideration because the Agreements were entered in exchange for stock options.

70. The confidentiality, non-solicitation, and non-competition provisions of the Agreements are reasonable and protect the legitimate business interests of United because they are designed to protect United's confidential information, proprietary business strategies, and relationships with employees, providers, and customers. The restrictive covenants are also designed to protect United's goodwill.

71. The confidentiality, non-solicitation, and non-competition provisions of the Agreements are reasonably tailored and no broader than necessary to protect United's legitimate business interests.

72. Indeed, the confidentiality, non-solicitation, and non-competition provisions of the Agreements are reasonable in scope and length because they have various limitations such as

length limitations (e.g. one or two years), scope limitations (e.g. United's own business), and relationship limitations (e.g. providers with whom Hamdorf interacted or learned confidential information about). The geographic scope of the non-competition provision is also reasonable because United operates across the entire country, but at minimum, the state of Kansas is a reasonable geographic scope because that is where Hamdorf worked while at United.

73. Hamdorf was a highly compensated employee at United, operated as a senior leader for United's Kansas Medicaid program, and had access to United's confidential and proprietary information and relationships.

74. Therefore, confidentiality, non-solicitation, and non-competition provisions of the Agreements are enforceable under Minnesota law. If any provision is found to be overbroad, Minnesota law allows blue-penciling of that provision without affecting the enforceability of the other provisions.

75. Under the specific terms of the Agreements as set forth more fully in paragraphs 20 to 32 above, Hamdorf is prohibited from sharing confidential information, from soliciting certain employees, providers, and customers, and from engaging in certain competitive activities for the periods of time expressed in the Agreements.

76. United has fully performed under the Agreements.

77. Hamdorf has failed to fully perform under the Agreements and has breached and/or will continue to breach them by virtue of his employment with UCare and solicitation of United employees, providers in the state of Kansas, and the customer of the state of Kansas, as set forth more fully in paragraphs 33 to 43 above.

78. Hamdorf's employment in the specific role he has assumed at UCare will also result in the use or disclosure of United's confidential information, because Hamdorf cannot divorce

himself from the confidential and proprietary information he possesses about United's strategies and its customer and stakeholder relationships.

79. Based on the foregoing actions, Hamdorf has breached and/or will continue to breach one or more contractual provisions in the Agreements by his employment with UCare, a direct competitor of UCare.

80. As a direct and proximate result of Hamdorf's breaches of contract, United has suffered damages in an amount to be determined by the arbitrator.

81. Further, as a result of his breach of his restrictive covenants, Hamdorf (1) has forfeited any unvested RSUs, any unvested options, and any options that vested within one year prior to termination or any time after such termination that have not been exercised, and (2) must repay or reimburse United any RSUs that vested within one year prior to termination and any forfeited options that were exercised prior to the violation, pursuant to a value calculation set forth in the Agreements.

82. In addition, pursuant to the Agreements, United is entitled to its reasonable attorneys' fees and costs from Hamdorf in having to enforce the terms of the Agreements.

83. Further, United has suffered irreparable harm for which it is entitled to preliminary and permanent injunctive relief under Employment Arbitration Rules 32 and 39.

PRAYER FOR RELIEF

WHEREFORE, United prays for an arbitration award as follows:

1. Issuing an injunction prohibiting Hamdorf from violating the terms of his Agreements;
2. Issuing a judgment declaring that Hamdorf has violated, and will violate, the terms of the Agreements through his employment with and activities on behalf of UCare;

3. Awarding United damages against Hamdorf in an amount to be established through arbitration;
4. Awarding United the repayment or reimbursement of Hamdorf's compensation under the Agreements in an amount to be established through arbitration;
5. Awarding United all available prejudgment and post-judgment interest;
6. Awarding United its attorneys' fees, costs, and disbursements; and
7. Awarding United such other and further relief as may be deemed just and equitable.

Dated: May 1, 2023

FOX ROTHSCHILD LLP

By: /s/ Ellie J. Barragry
Elizabeth A. Patton (#391431)
Ellie J. Barragry (#395207)

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**ATTORNEYS FOR PLAINTIFFS
UNITED HEALTHCARE SERVICES, INC. AND
UNITEDHEALTH GROUP INCORPORATED**

EXHIBIT A

UNITEDHEALTH GROUP

Employment Arbitration Policy

A. STATEMENT OF INTENT

UnitedHealth Group Incorporated and its subsidiaries and affiliates (referred to as “UnitedHealth Group”) acknowledge that disagreements may arise between an individual employee¹ and UnitedHealth Group or between employees in a context that involves UnitedHealth Group. It is the intent of UnitedHealth Group that legal disputes be resolved as efficiently and amicably as possible, and that issues not resolved voluntarily through informal resolution or through the internal dispute resolution (“IDR”) process be resolved through binding arbitration. Unless excluded below, legal disputes that cannot be resolved through voluntary informal resolution or the IDR process are covered under this Employment Arbitration Policy (“Policy”).

This Policy is a binding contract between UnitedHealth Group and its employee. **Acceptance of employment or continuation of employment with UnitedHealth Group is deemed to be acceptance of this Policy.** However, this Policy is not a promise that employment will continue for any specified period of time or end only under certain conditions. Employment at UnitedHealth Group is a voluntary (at will) relationship existing for no definite period of time and this Policy does not change that relationship.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall govern this Policy. All disputes covered by the Policy shall be decided by an arbitrator through arbitration and not by way of court or jury trial.

B. SCOPE OF POLICY

This Policy creates a contract between UnitedHealth Group and employee requiring both parties to resolve employment-related disputes (except the excluded disputes listed below) that are based on a legal claim through final and binding arbitration. Arbitration is the exclusive forum for the resolution of such disputes, and the parties mutually waive their right to a trial before a judge or jury in federal or state court in favor of arbitration under the Policy.

UnitedHealth Group and employee mutually consent to the resolution by arbitration of all claims and controversies, past, present, or future, that employee may have against UnitedHealth Group or UnitedHealth Group may have against employee, which arise out of or relate to employee’s employment, application and selection for employment, and/or termination of employment.

Employees are encouraged to exhaust the IDR process before initiating arbitration. If an employment-related dispute is not resolved through the IDR process and the dispute is based on a legal claim not expressly excluded from this Policy, any party to the dispute may initiate the arbitration process. UnitedHealth Group is not required to follow the steps of either the IDR process or the Policy before initiating or implementing any disciplinary action.

Subject to the specific exclusions below, the claims covered by the Policy include, but are not limited to: claims for unfair competition and violation of trade secrets; claims incidental to the employment relationship but arising after that relationship ends (for example, claims arising out of or related to post-termination defamation or job references and claims arising out of or related to post-employment retaliation); claims derived from or that are dependent on the employment relationship; claims that are derivative of or inextricably intertwined with any claims of the employee; claims for wages or other compensation due (including but not limited to, minimum wage, overtime, meal and rest breaks, waiting time penalties, vacation pay and pay on separation); claims for breach of any contract or covenant (express or implied); tort claims; common law claims; equitable claims; claims for discrimination and harassment; retaliation claims; and claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance, except claims excluded below.

¹ Throughout this Policy, the term “employee” includes both current and former employees of UnitedHealth Group.

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Covered claims also include any disputes regarding the Policy or any portion of the Policy or its interpretation, enforceability, applicability, unconscionability, arbitrability, waiver, or formation, or whether the Policy or any portion of the Policy is void or voidable, with the exception noted in the Class and Collective Actions Waivers section below.

Claims excluded from mandatory arbitration under the Policy are: (i) claims for workers compensation benefits, state disability insurance and unemployment insurance benefits; however, it applies to discrimination or retaliation claims based upon seeking such benefits; (ii) claims for severance benefits under the UnitedHealth Group Severance Pay Plan; (iii) claims for benefits under UnitedHealth Group's other ERISA benefit plans; (iv) claims for benefits under UnitedHealth Group's Short-Term Disability Plan; (v) claims that may not be the subject of a mandatory arbitration agreement as provided by Section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), Section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims; (vi) claims that the Dodd-Frank Wall Street Reform and Consumer Protection Act or other controlling federal law bars from the coverage of mandatory pre-dispute arbitration agreements; and (vii) actions for civil penalties filed under the California Private Attorneys General Act, which may only be maintained in a court of competent jurisdiction.

This Policy does not preclude an employee from filing a claim, charge, or report with any governmental agency, such as the National Labor Relations Board, the Department of Labor, or the Equal Employment Opportunity Commission. In addition, this Policy does not preclude any party from seeking a temporary restraining order or materially identical emergency relief ("temporary restraining order") in a court of law in accordance with applicable law, and any such application shall not be deemed incompatible with or a waiver of this agreement to arbitrate. The court to which such application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling related to the temporary restraining order, but only to the extent permitted by applicable law. The court shall have no jurisdiction over the matter after making its ruling related to the temporary restraining order and all determinations of final relief shall be decided in arbitration.

An issue is subject to arbitration only if it states a claim under applicable federal, state, or local law. Upon a motion by any party, an arbitrator may dismiss, without a hearing on the merits, any matter which does not state a claim under applicable federal, state, or local law.

C. CLASS AND COLLECTIVE ACTION WAIVERS

There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action, or on behalf of any other person. Nor shall the arbitrator have any authority to hear or arbitrate any such dispute. Accordingly, UnitedHealth Group and employee waive any right for any dispute to be brought, heard, decided, or arbitrated as a class and/or collective action and the arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed notwithstanding the existence of this agreement, the arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in a court of competent jurisdiction, not in arbitration. The arbitrator shall retain the authority to hear or arbitrate any individual claims.

Regardless of anything else in this Policy and/or any rules or procedures that might otherwise be applicable by virtue of this Policy or by virtue of any arbitration organization rules or procedures that now apply or any amendments and/or modifications to those rules, the interpretation, enforceability, applicability, unconscionability or formation of the Class Action Waiver may be determined only by a court and not by an arbitrator.

D. ARBITRATION RULES AND PROCEDURES

The arbitration will be administered by the American Arbitration Association ("AAA") and, except as provided in this Policy, shall be in accordance with the then-current Employment Arbitration Rules of the AAA ("AAA Rules"). The AAA Rules are available via the Internet at

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www.adr.org/employment or by using a search engine such as www.google.com to search for “AAA Employment Arbitration Rules.” To the extent any of the terms, conditions, or requirements of this Policy conflict with AAA Rules, the terms, conditions, or requirements of this Policy shall govern. All arbitrations shall be conducted in accordance with the Policy in effect on the date the Corporate Legal Department receives the Demand for Arbitration, except that any amendments to the Policy made after a claim arises will not be applied to proceedings related to that claim.

1. Initiation of Arbitration Proceeding

a. Arbitration Initiated by Employee - UnitedHealth Group shall pay 100 percent in excess of the first twenty-five dollars (\$25) of the required AAA administrative fee. An employee may initiate arbitration by submitting, within the applicable statute of limitations period, a written demand for arbitration which states a claim under applicable federal, state, or local law to Corporate Legal Department, UnitedHealth Group, 9900 Bren Road East, MN008-T502, Minnetonka, MN 55343, with a check for \$25 payable to “UnitedHealth Group.” The demand shall set forth the dispute, including the alleged act or omission at issue, the name, address and telephone number of the employee, and the names of all persons allegedly involved in the act or omission. Within 30 business days of receiving such demand UnitedHealth Group shall file the demand with the appropriate office of the AAA, together with the applicable administrative fee as provided in the AAA’s fee schedule.

b. Arbitration Initiated by UnitedHealth Group - UnitedHealth Group may initiate arbitration by submitting, within the applicable statute of limitations period, a written demand for arbitration which states a claim under applicable federal, state, or local law to the employee’s last home address of record via certified mail or overnight mail. The demand shall set forth the dispute, including the alleged act or omission at issue, the name, address and telephone number of the employee, and the names of all persons allegedly involved in the act or omission. Within 30 business days of submitting the demand to the employee, UnitedHealth Group shall file the demand with the appropriate office of the AAA, together with the applicable administrative fee as provided in the AAA’s fee schedule. When arbitration is initiated by UnitedHealth Group, the company is responsible for 100% of all AAA administrative fees.

2. Appointment of Neutral Arbitrator

The arbitrator shall be selected in the following manner:

a. As soon as practicable, the AAA shall submit to each party an identical list of nine (9) proposed arbitrators.

b. Each party shall have ten (10) business days from the mailing or transmission date of the list to cross off names of arbitrators to which the party objects, number the remaining names in order of preference and return the list to the AAA. Each party may strike up to three names without cause.

c. If the party does not return the list within the time specified, all persons on the list shall be deemed acceptable.

d. If only one common name remains on the lists of all parties, that individual shall be designated as the arbitrator. If more than one common name remains on the lists of all parties, the AAA shall appoint an arbitrator remaining on the list in the order of preference, to the extent the order of preference of the parties can be reconciled by the AAA.

In the event the parties fail to agree on any of the persons named, or if an acceptable arbitrator is unwilling to act, the AAA shall issue an additional list of arbitrator names to the parties.

3. Qualifications of Neutral Arbitrator

Unless the parties jointly agree otherwise, the arbitrator shall be an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction.

4. Vacancies

If a vacancy occurs, if an appointed arbitrator is unable to serve promptly, or if an arbitrator is disqualified under subparagraph 3 above, the vacancy shall be filled in accordance with subparagraph 2.

5. Summary Disposition

Any party may file a motion to dismiss and/or a motion for summary judgment, and the arbitrator shall have the authority to issue an award or partial award without conducting an arbitration hearing on the grounds that there is no claim stated on which relief can be granted or that there is no genuine issue as to any material fact and that a party is entitled to judgment as a matter of law, consistent with Rule 12 or Rule 56 of the Federal Rules of Civil Procedure. Upon the request of any party, the arbitrator will establish a briefing schedule and, if necessary, schedule an opportunity for oral argument prior to considering such dispositive motions.

6. Date, Time, and Place of Hearing

The arbitrator shall set the date and time of the hearing. Unless the parties jointly agree otherwise, the arbitration shall take place in or near the city in which the employee is or was last employed by UnitedHealth Group.

7. Representation

Any party may be represented by an attorney or by him or herself. A party must inform the other party and the AAA of the name, address and telephone number of his/her/its attorney, if applicable, at least three (3) business days prior to the date set for the hearing.

8. Confidentiality

All proceedings under this Policy are private and confidential, unless applicable law provides to the contrary. The arbitrator shall maintain the privacy and confidentiality of the arbitration hearing unless applicable law provides to the contrary. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality.

9. Stenographic Record

Any party may request a stenographic record of the hearing. The party that requests the record shall bear the cost of such a record. If both parties request a stenographic record, the cost shall be borne equally by the parties.

10. Discovery

a. Interrogatory - Each party shall be entitled to propound and serve upon the other party one interrogatory in a form consistent with Rule 33 of the Federal Rules of Civil Procedure and which shall be limited to the identification of potential witnesses. "Identification" means that a party must identify each witness's name, current address and telephone number, and a brief description of the subject of testimony.

b. Requests for Production of Documents - Each party shall be entitled to propound and serve upon the other party one set of Requests for the Production of Documents in a form consistent with Rule 34 of the Federal Rules of Civil Procedure and which shall be limited in number to twenty-five (25) requests (including subparts, which shall be counted separately). Parties reserve the right to make objections to any document request on the grounds that the request is irrelevant, overly broad, vague, or burdensome, or any other good faith objection available under the Federal Rules of Civil Procedure.

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c. Depositions - Each party shall be entitled to conduct a maximum of two (2) eight-hour days of depositions of witnesses or of the parties in accordance with the procedures set forth in Rule 30 of the Federal Rules of Civil Procedure. In addition, each party shall be entitled to conduct a maximum of one (1) eight-hour day of depositions of expert witnesses designated by the other party.

d. Physical and Mental Examinations - Each party shall be entitled to seek discovery consistent with Rule 35 of the Federal Rules of Civil Procedure.

e. Arbitrator Authority - The arbitrator shall have the authority to resolve all issues concerning discovery that may arise between the parties. Each party can request that the arbitrator allow additional discovery, and additional discovery may be conducted under the parties' mutual stipulation or as ordered by the arbitrator. In addition, the arbitrator shall have the authority to issue subpoenas for the appearance of witnesses or the production of documents pursuant to applicable law.

f. Prehearing Submissions - At least thirty (30) days prior to the hearing, the parties are required to exchange lists of witnesses, including any expert witnesses, who the parties anticipate will be called to testify at the hearing. In addition, the parties are required to exchange copies of all exhibits the parties intend to introduce as evidence at the hearing.

11. Evidence

The arbitrator shall apply the Federal Rules of Evidence.

12. Award

a. Form - The award shall be in writing and shall set forth findings of fact and conclusions of law upon which the arbitrator based the award. All awards shall be executed in the manner required by law.

b. Scope of Relief - Except as to disputes involving an employment agreement or equity award containing a choice of law provision, in which case the arbitrator shall apply the law specified in such provision, the arbitrator shall follow the rules of law of the state which is the employee's principal place of work, any applicable Federal law, and the rules as stated in this Policy. In cases involving an employment agreement and/or equity award with a choice of law provision, the arbitrator shall follow the law specified in that provision, any applicable Federal law, and the rules as stated in this Policy. The arbitrator shall have the authority to grant any remedy or relief (including attorneys' fees where authorized by statute) that the arbitrator deems just and equitable and which is authorized by and consistent with applicable law, including applicable statutory limitations on damages.

c. Final Judgment - The award shall be final and binding upon all parties to the arbitration.

13. Delivery of Award to Parties

The award shall be deemed delivered to a party upon placement of the award, or a true and correct copy thereof, addressed to the party or its representative at the last known address in the U.S. mail, certified, return receipt requested; personal service of the award, or a true and correct copy thereof; or the filing of the award in any manner that is permitted by law.

14. Severability

Except as provided in the clause entitled "Class and Collective Action Waivers," above, if any portion or provision of this Policy is held to be void or unenforceable, the remainder of this Policy will be enforceable and any part may be severed from the remainder, as appropriate.

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15. Judicial Proceedings and Enforcement of Awards

Any party may bring an action in a court of competent jurisdiction to compel arbitration under this Policy, to enforce an arbitration award or to vacate an arbitration award.

16. Expenses

The expenses of witnesses for either side shall be paid by the party requiring the presence of such witnesses. Each party will pay for his/her/its own costs and attorneys' fees, if any, except that the arbitrator may award reasonable fees to the prevailing party as provided by law.

17. Time Period for Arbitration

The written Demand for Arbitration must be received within the time period allowed pursuant to the statute of limitations applicable to the alleged act or omission giving rise to the dispute. Nothing in this Policy relieves any party of the duty to exhaust administrative remedies by filing a charge or complaint with an administrative agency and obtaining a right to sue notice, where required by law.

18. Interpretation and Application of Procedure

Except as provided in the clause entitled "Class and Collective Action Waivers," above, the arbitrator shall interpret and apply these procedures insofar as they relate to the arbitrator's powers and duties. All other procedures shall be interpreted and applied by the AAA.

E. CONSIDERATION

The mutual obligations by UnitedHealth Group and by employee to arbitrate differences provide consideration for each other. UnitedHealth Group's payment of the filing fee in excess of \$25 for employee also constitutes consideration for this Policy. Employee's employment by UnitedHealth Group constitutes additional consideration.

Employee and UnitedHealth Group understand and agree that through this agreement, UnitedHealth Group and employee give up their respective rights to a court or jury trial and that, pursuant to the terms of this Policy, UnitedHealth Group and employee are agreeing to arbitrate claims covered by this Policy.

This Policy supersedes any and all prior versions and has been revised effective December 31, 2019.

Arbitration Agreement



Jon J Hamdorf

2020-07-05 16:13 UTC

I understand that my electronic signature will be binding as though I had physically signed this document by hand. I agree that a printout of this authorization may be accepted with the same authority as the original.

A handwritten signature in black ink, appearing to read 'Jonathan J Hamdorf', written in a cursive style.

Arbitrate Agree

Version: 3

Consent Date: 2020-07-05 16:12 UTC

Signed By: Jonathan J Hamdorf

IP Address: 136.33.203.248

The IP address has been recorded as part of your electronic signature.