

# Exhibit B

# 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 employee<sup>1</sup> 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.

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<sup>1</sup> 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](http://www.adr.org/employment) or by using a search engine such as [www.google.com](http://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.

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### 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

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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.

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**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.*