

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

UnitedHealth Group, Inc., United
HealthCare Services, Inc., and Optum
Services, Inc.,

Plaintiffs,

v.

Tricia Fringer,

Defendant.

Case No. 21-cv-113

COMPLAINT

Plaintiffs UnitedHealth Group, Inc. (“UHG”), United HealthCare Services, Inc. (“UnitedHealthcare”), and Optum Services, Inc. (“Optum”) (collectively, “Plaintiffs”), by and through their undersigned counsel, hereby bring this Complaint against Defendant Tricia Fringer and allege as follows:

INTRODUCTION

1. Plaintiffs—three affiliated entities—bring this action to protect their greatest assets; namely their competitive edge in the form of highly-sensitive “bid” and “win” strategies; cost of goods sold; and pricing, underwriting, marketing, and product information. Fringer was a trusted and core member of Optum’s executive leadership team and one of only five people at the organization authorized to see and approve pricing for Optum’s largest deals—National Accounts such as [REDACTED]. She was also one of less than a dozen employees with access to Optum’s confidential

information across multiple segments, including the previously mentioned “bid” and “win” strategies; cost of goods sold; and pricing, underwriting, marketing, and product information. Fringer regularly engaged with and used that confidential and trade secret information for pricing, underwriting, promoting, and selling health plan benefits to Optum’s and UnitedHealthcare’s largest clients. These are called “National Accounts,” meaning accounts serving more than 3,000 lives. Indeed, during her tenure at Optum, Fringer was daily exposed to, worked with, and developed key aspects of Optum’s and UnitedHealthcare’s confidential and proprietary core business strategy—which incorporated the foregoing confidential and trade secret information across business lines and segments.

2. Fringer supported Optum’s largest client—UnitedHealthcare—and helped both companies compete for National Accounts.

3. Fringer did this through her work at Optum, as Optum provides pharmacy services that are often integrated with UnitedHealthcare services to offer streamlined, economically feasible options for the countries’ largest health care customers.

4. Fringer also competed to sell Optum’s stand-alone products—commonly called “component” or “carve out” products—to National Accounts that did not choose to integrate medical and pharmacy services.

5. Fringer’s work selling component Optum products also benefitted UnitedHealthcare, as it complemented UnitedHealthcare services. UnitedHealthcare made similar efforts to sell complementary Optum products as well.

6. Plaintiffs valued Fringer and routinely rewarded her with lucrative bonuses and benefits, including awards of stock options and restricted stock units from UHG. Each time Fringer received an award of stock options or restricted stock units, she signed an agreement (collectively, “Stock Award Contracts”) containing, among other things, restrictive covenants.

7. On November 30, 2020, Fringer informed Optum executives that she was resigning to accept a new position, although at that time she refused to disclose her new employer. She provided official notice of her resignation on December 10, 2020.

8. On December 11, 2020, Fringer disclosed that she would be taking a position with Anthem, Inc. (“Anthem”)—one of Optum’s and UnitedHealthcare’s largest competitors. She later disclosed she would act as Anthem’s Senior Vice President and President, National Accounts. Fringer also disclosed that she would begin this job on December 21, 2020

9. Fringer’s knowledge of Optum’s and UnitedHealthcare’s confidential and proprietary information—the heart of Plaintiffs’ competitive edge—would directly benefit Anthem.

10. Fringer’s employment with Anthem (1) breaches the restrictive covenants contained in both her Employment Agreement and Stock Award Contracts (the “Agreements”) and (2) will result in the misappropriation of Optum’s and UnitedHealthcare’s trade secrets, as Fringer will inevitably use or disclose trade secrets while performing her new job—a job that directly overlaps with the role she previously

held at Optum and in working with UnitedHealthcare. The resulting harm to Plaintiffs' businesses will be significant and irreparable.

11. In this action for breach of contract, violation of the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836 (the "DTSA"), violation of the Minnesota Trade Secrets Act, Minn. Stat. § 325C.01 *et seq.* (the "MTSA"), and violation of the Delaware Uniform Trade Secrets Act, 6 De. Code § 2000 *et seq.* (the "DUTSA"), Plaintiffs seek injunctive relief (1) preventing Fringer from continuing in her role at Anthem, or any other role that would require her to violate the Agreements by competing with UHG, for a period of twelve (12) months; (2) preventing Fringer from continuing in her role at Anthem, or any other role that would require her to violate the Stock Award Contracts by soliciting UHG customers, for a period of twenty-four (24) months, consistent with the terms of the Stock Award Contracts, and (3) preventing Fringer from disclosing any of Plaintiff's trade secrets and other confidential information at any time.

THE PARTIES, JURISDICTION, AND VENUE

12. Plaintiff UHG is a Delaware corporation with its principal place of business in Minnesota. Fringer's Agreements are between herself and UHG.

13. Plaintiff UnitedHealthcare is a Minnesota corporation with its principal places of business in Minnesota. UnitedHealthcare is an affiliate and wholly owned subsidiary of UHG. UnitedHealthcare is also an intended third-party beneficiary of the Agreements.

14. Plaintiff Optum is a Delaware corporation with its principal place of business in Minnesota. Optum is an affiliate of UHG. Optum is also an intended third-party beneficiary of the Agreements.

15. Defendant Tricia Fringer is an individual who was employed by Optum and, by virtue of that employment, entered into the Agreements with UHG related to her employment and Stock Awards, with restrictive covenants for the explicit and agreed benefit of all Plaintiffs. At the time of her resignation from Optum, Fringer was a resident of and was domiciled in Texas and, upon information and belief, Fringer continues to be a resident of and is domiciled in Texas.

FACTUAL BACKGROUND

The Market in Which Plaintiffs and Anthem Compete

16. UHG is a diversified health care company that offers both health care coverage and benefits, as well as information and technology-enabled health services, through a family of affiliate companies. Optum and UnitedHealthcare are two such affiliate companies. UnitedHealthcare is a health care benefits business, while Optum provides health services, including pharmacy benefits. Together, UnitedHealthcare and Optum offer health care benefits for all ages and lifestyles, including individuals, employers, and Medicare and Medicaid beneficiaries.

17. Anthem provides products or services that directly and indirectly compete with products or services provided by UHG or its affiliates.

18. Anthem provides products or services that directly and indirectly compete with products or services provided by UnitedHealthcare.

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