

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

United HealthCare Services, Inc.  
9700 Health Care Lane  
Minnetonka, MN 55343

and

UnitedHealth Group Incorporated,  
9900 Bren Rd E  
Hopkins, MN 55343

Plaintiffs,

v.

Jeffrey Corzine  
9360 Traceyton Drive  
Dublin, Ohio 43017

Defendant.

Case No. **21-319**

**JUDGE**

**JURY DEMAND ENDORSED  
HEREON**

**COMPLAINT**

Plaintiffs United HealthCare Services, Inc. (“UnitedHealthcare” or the “Company”) and UnitedHealth Group Incorporated (“UHG” and, together with UnitedHealthcare, the “Plaintiffs”), by and through their undersigned counsel, hereby bring this Complaint against Defendant Jeffrey Corzine (“Corzine”), and allege as follows:

## INTRODUCTION

1. Plaintiffs brings this action to protect their customer relationships, confidential information, and business opportunities in the State of Ohio by requiring Corzine, a former employee, to abide by his contractual agreements. In his prior employment, Corzine was responsible for the strategic development of business opportunities through the creation of new strategic partnerships, new channels, and market development in the State of Ohio. Corzine was a key leader for UnitedHealthcare customer, the State of Ohio and played a significant role in UnitedHealthcare's development of its strategy and tactics for its Ohio Department of Medicaid ("ODM") managed care organization ("MCO") services bid during the State's Medicaid procurement process that Governor DeWine formally announced in early 2019.

2. UnitedHealthcare compensated Mr. Corzine for his contributions and rewarded him with lucrative bonuses and benefits, including awards of UHG stock options and restricted stock units ("RSUs"). The agreements governing those options and RSUs contain restrictive covenants applicable to Corzine.

3. On October 16, 2019, Mr. Corzine's position was eliminated and, eventually, he took a new role at UnitedHealthcare's competitor, Humana Inc. ("Humana"). UnitedHealthcare had several discussions with Humana about Mr. Corzine's restrictive covenants to confirm that Mr. Corzine's role at Humana

would not violate them. Humana and Mr. Corzine understood UnitedHealthcare's concerns and ultimately hired him for a role where Mr. Corzine would not perform services or have responsibilities for Humana business in Ohio, including that he would not participate in the ongoing ODM Medicaid procurement process in Ohio on Humana's behalf.

4. Despite this understanding, Plaintiffs learned on January 6, 2021, that Mr. Corzine was, in fact, serving as Humana's key contact in support of its Medicaid MCO services bid for the State of Ohio, also one of the key duties of the role that Mr. Corzine previously had when he worked at UnitedHealthcare. Corzine then represented Humana with the ODM and the State of Ohio on January 12, 2021 in Humana's interview to be an ODM MCO.

5. Mr. Corzine's relationships with the State of Ohio, ODM, and other UHG customers, his knowledge of UnitedHealthcare's confidential and proprietary information—the heart of UnitedHealthcare's competitive edge—has and will continue to directly benefit Humana, one of UnitedHealthcare's fiercest competitors, despite Mr. Corzine having received that knowledge through and reaped the benefits of his UnitedHealthcare employment and UHG benefits. Mr. Corzine's activities in Ohio (1) breached both his stock option and RSU award agreements (the "Agreements"), including his breach of the reasonable restrictive covenants contained in the Agreements, which Mr. Corzine acknowledged each and

every time UHG provided him with equity, and (2) resulted and will continue to result in the misappropriation of UnitedHealthcare's trade secrets, as Mr. Corzine has or will inevitably use or disclose trade secrets while performing his new job responsibilities at Humana—the identical responsibilities he had at UnitedHealthcare. The resulting harm to Plaintiffs has been and will be significant and irreparable, including but not limited to lost customer goodwill and lost business opportunities reflecting millions of dollars.

6. In this action for breach of contract, Plaintiffs seek injunctive relief (1) preventing Mr. Corzine from working at Humana on Medicaid and Medicare in Ohio for a period of 12 months from the date his last equity vested plus any additional time during the restricted period during which Mr. Corzine breached his restrictive covenants, and (2) preventing Mr. Corzine from soliciting UnitedHealthcare's customers, including ODM and the State of Ohio, for a period of 24 months from the date his last equity vested plus any additional time during the restricted period during which Mr. Corzine breached his restrictive covenants, and (3) preventing Mr. Corzine from disclosing UnitedHealthcare's trade secrets and other confidential information at any time.

**THE PARTIES, JURISDICTION, AND VENUE**

7. Plaintiff UnitedHealthcare is a Minnesota corporation with its principal place of business in Minnesota. UnitedHealthcare is an Affiliate and wholly owned subsidiary of Plaintiff UHG.

8. Plaintiff UHG is a Delaware corporation with its principal place of business in Minnesota.

9. Defendant Jeffrey Corzine is an individual who was employed by UnitedHealthcare and, by virtue of that employment, entered into the Agreements with UHG related to his equity awards that contained restrictive covenants for the explicit and agreed benefit of UnitedHealthcare. At the time of his employment separation from UnitedHealthcare, Corzine was a resident of and was domiciled in Ohio and, upon information and belief, Corzine continues to be a resident of and is domiciled in Delaware County, Ohio, such that this Court has personal jurisdiction over him.

10. Pursuant to 28 U.S.C. § 1332, this Court has diversity jurisdiction over this matter because there is complete diversity of citizenship between the parties and the amount in controversy as to the value of the requested injunctive relief is in excess of \$75,000, exclusive of interest and costs.

11. Pursuant to 28 U.S.C. § 1391(b)(1) and (2), venue is proper in this judicial district as Delaware County, Ohio, represents the location where

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