

EXHIBIT 9

UNITEDHEALTH GROUP®

Marianne D. Short
Executive Vice President and Chief Legal Officer
9900 Bren Road East, MN008-T070
Minnetonka, MN 55343

December 21, 2018

VIA UPS

Erica Davila
Acting General Counsel
Amazon, Berkshire Hathaway, JPMorgan
Chase Health Care Initiative
4 New York Plz
New York, NY 10004-2413

Re: David Smith's Obligations to UnitedHealth Group

Dear Ms. Davila:

I am Executive Vice President and Chief Legal Officer of UnitedHealth Group Incorporated (“UHG”) which, collectively with our subsidiary, Optum, Inc. (“Optum”) will hereafter be referred to as “UnitedHealth”). UnitedHealth learned recently that David Smith, a current employee of UnitedHealth, intends to accept employment with the Amazon, Berkshire Hathaway, JPMorgan Chase health care joint venture (“ABC”), in direct violation of his post-employment obligations to UnitedHealth. As you can imagine, we have serious concerns regarding Mr. Smith's plans.

On December 13, 2018, Mr. Smith notified UnitedHealth of his intention to join ABC in a role which calls for him to build and lead a “research team” for ABC. As you are likely aware, Mr. Smith is employed as Optum's Vice President, Product Strategy. As a consequence of his employment and related compensation, Mr. Smith is subject to a variety of post-employment obligations to UnitedHealth which restrict his ability to carry out his announced plans.

Mr. Smith's 2017 and 2018 Restricted Stock Unit Awards (“RSU Awards”) and Nonqualified Stock Option Awards (“NQ Awards”) contain post-employment restrictions concerning non-competition, non-solicitation, and non-disclosure. Specifically, for one year following the termination of his employment, he may not engage in, participate in, or assist anyone with any activity that competes directly or indirectly with any UnitedHealth activity, product, or service that he engaged or participated in, or had Confidential Information about, during his last 36 months of employment. He further agreed to 24-month restrictions that prohibit him from soliciting UnitedHealth customers and employees. Finally, he agreed never to use or disclose UnitedHealth's Confidential Information. These are vital, enforceable obligations which UnitedHealth treats very seriously.

We understand that ABC either has or seeks to develop and provide services and products directly competitive with UnitedHealth's services and products. Publicly available media releases and reports suggest your organization intends to, among other things, manage

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prescription benefits, ship prescriptions to 49 states, open primary care clinics, and develop/sell software that mines data from digitized patient medical records. ABC is and will continue to be a direct competitor of UnitedHealth. Moreover, because ABC has not fully revealed its go-to-market strategy, products, or services, UnitedHealth has serious concerns that Mr. Smith's employment with ABC, with the ambiguous responsibility of "leading research," and his involvement in the development of ABC's strategies, products, or services, would violate his ongoing contractual obligations to UnitedHealth in numerous ways, many of which are not yet apparent.

UnitedHealth's urgent concerns with Mr. Smith's plans to join ABC are exacerbated by Mr. Smith's pre-resignation conduct. As an acute example, on December 6, 2018 – just one week before he notified UHG of his intention to accept a position with ABC – he attended an all-day, cross-team strategy session, the contents of which he helped develop. Given that his resignation was imminent, Mr. Smith was either contemplating or had already accepted an offer from ABC. Nevertheless, he attended a meeting in which he participated in a highly confidential discussion of UnitedHealth's strategic trade secret information. Not only would Mr. Smith's use and/or disclosure of this trade secret information provide a tremendous unfair competitive advantage to ABC, it is of a type and nature that he could not possibly perform his proposed duties for ABC without drawing upon it.

Mr. Smith's inappropriate conduct did not stop there. Indeed, Mr. Smith also emailed to his personal email account, and printed, a number of highly confidential UnitedHealth documents. We are aware that this occurred on November 19, 2018, December 4, 2018, December 10, 2018, and again as recently as one day prior to Mr. Smith giving his resignation notice. We are also aware that Mr. Smith attempted, during the period immediately preceding his resignation, to obtain through various UnitedHealth colleagues access to other confidential and trade secret information that was unrelated to any of his own job duties or areas of responsibility. His efforts in this regard were so beyond the scope of what he would have any legitimate reason to know that he made his colleagues uncomfortable and concerned. Mr. Smith's conduct demonstrates that he has not and does not intend to comply with his post-employment obligations to UnitedHealth.

Mr. Smith's pre-resignation conduct and acceptance of a position with ABC, a direct competitor, are in violation of his restrictive covenants, and his performance of any proposed research duties can only compound those violations. These violations entitle UnitedHealth to extraordinary relief, including an injunction against violation of its restrictive covenants through employment with ABC, as well as monetary damages. As you know, any interference by ABC with UnitedHealth's enjoyment of its contractual rights can subject ABC to liability as well.

As you are also likely aware, Mr. Smith's conduct gives UnitedHealth valid claims under the Massachusetts Uniform Trade Secrets Act ("MUTSA") and Federal Defend Trade Secret Act ("DTSA"). As you also know, relief under either Act is severe and would entitle UnitedHealth to enjoin Mr. Smith from working for ABC, recoup damages caused by the misappropriation, receive punitive damages for willful and malicious appropriation, and recover its attorneys' fees. Similarly, UnitedHealth has the right to assert common law claims related to Mr. Smith's pre-resignation conduct, including claims for breach of duty of loyalty, breach of duty of confidentiality, and breach of fiduciary duties.

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UnitedHealth can envision no scenario in which Mr. Smith can fulfill his duties at ABC without violating his post-employment obligations. As such, UnitedHealth demands the following information and assurances from ABC, in writing, no later than December 28, 2018:

1. Mr. Smith's currently anticipated start date with ABC, and an affirmation that you will not allow him to begin employment until we are able to resolve, to UnitedHealth's satisfaction, the matters addressed in this letter;
2. The dates on which he interviewed for the position with ABC or otherwise communicated with ABC;
3. The name and title(s) of the person(s), if any, with whom he first had contact regarding a position, posting, or job opportunity with ABC, or any associated entity, including the date on which the initial contact was made;
4. Mr. Smith's proposed ABC job title;
5. A copy of his ABC offer letter;
6. Mr. Smith's ABC job description and/or a detailed explanation of his proposed job duties;
7. The name and title of Mr. Smith's direct superior and the name(s) and title(s) of those who will report to him, if any;
8. An explanation of how you believe that Mr. Smith can perform his proposed role without violating the restrictive covenants contained in his RSU and NQ Awards; and
9. An explanation of the protective measures ABC has taken or will take to prevent violation of the restrictive covenants in Mr. Smith's RSU and NQ Awards.

UnitedHealth takes these matters very seriously. If we do not receive the requested information by December 28, 2018, UnitedHealth will take all appropriate action to protect its interests, up to and including legal action against Mr. Smith and ABC. If you have any questions, please contact me immediately.

Sincerely,



Marianne D. Short

cc: Dr. Atul Gawande, CEO, Amazon, Berkshire Hathaway, JPMorgan Chase Health Care Initiative

Enclosures: 2017 and 2018 RSU Awards; 2017 and 2018 NQ Awards