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July 28, 2014

VIA E-MAIL

Mr. Anil Gogia
anil_gogia@optum.com

Re: Immigration Representation

Dear Mr. Gogia:

UnitedHealth Group (“the Company”) has retained our law firm, Faegre Baker Daniels LLP (“Faegre Baker Daniels”), to represent it on immigration matters. The Company has asked us to pursue an employment-based immigration benefit on your behalf. The Company will be paying our fees and expenses for this work. The purpose of this letter is to outline, for you and for the Company, the nature and scope of our representation.

I. The Effect of Faegre Baker Daniels Representation of the Company on Immigration Matters, and the Limited Scope of Faegre Baker Daniels Representation of You

The Company has retained Faegre Baker Daniels to represent it on immigration matters that may involve dealings with the U.S. Department of Homeland Security, the U.S. Department of Labor, the U.S. Department of State, other U.S. federal and state agencies, and perhaps foreign government agencies. As a result of that retention, the Company from time to time asks us to file an immigration petition or take some other action on behalf of a current or prospective employee. The Company has done so here, and we consider ourselves your lawyers, in addition to being the Company’s lawyers, for that limited purpose only. Because we also represent the Company, however, we reserve the right to disclose to the Company any and all information that you provide to us. In addition, confidential information of the Company including, but not limited to, financial information, can be kept confidential and not be disclosed to you. Our representation of you is strictly limited to accomplishing the specific project the Company asked of us, as described above, and we do *not* undertake to advise you concerning any other matters.

II. Employee’s Retention of Independent Counsel

You have the right and ability to seek the advice of your own personal attorney in connection with your immigration status or any other matter. You would personally be responsible for the fees and expenses of your personal attorney. Although Faegre Baker Daniels will represent you in the specific immigration-related matter described above to the extent the Company retains us to do so, other actions may be necessary for you to remain in compliance with immigration laws, regulations, and procedures,

which are complex and change frequently. You should also seek the advice of your own attorney regarding, but not limited to, the following immigration circumstances: maintaining status in the United States (including the status of family members); obtaining a visa abroad; Special Registration requirements; any applicable grounds for exclusion or inadmissibility; the consequences of engaging in unauthorized employment or otherwise violating immigration status; overstaying any period of authorized stay in the United States; and the information in this letter. Failure to maintain compliance with immigration laws, regulations, and procedures can result in serious consequences, such as but not limited to, the initiation of removal proceedings and/or a prohibition against entry into the United States on a temporary or permanent basis.

NOTE: All foreign nationals who reside in the United States in a nonimmigrant visa status or in permanent resident status are required to file Form AR-11 with United States Citizenship & Immigration Services within 10 days of any change of residential address. You will be personally responsible for compliance with this requirement. Failure to comply with this requirement can result in deportation from the United States. You can access the AR-11 and instructions on how to use the form at: <http://uscis.gov/graphics/formsfee/forms/index.htm>.

III. General Immigration Issues

You should understand that immigration-related petitions/applications can take an extended period of time to process for reasons including, but not limited to, delays by government agencies; failure by the Company, you, or others to provide necessary information and documentation; and changes in laws and/or regulations. Faegre Baker Daniels cannot predict how long any immigration-related petition/application case will take. Faegre Baker Daniels also cannot predict the outcome of any immigration-related petition/application.

IV. Faegre Baker Daniels Right to Be Adverse to You

Faegre Baker Daniels retains the right to represent the Company on any other legal matters in addition to immigration matters, to the extent permitted pursuant to the Minnesota Rules of Professional Responsibility. This right includes representation of the Company in connection with your employment with the Company, on matters including, but not limited to, the terms and conditions of your employment, termination of your employment, how the Company treats you, and the interpretation of any contract or agreement you may have with the Company. You should bear this in mind in all communications with us.

V. Waiver of Conflict

The Company and you acknowledge that each may have separate interests to protect that could conflict with the interests of the other. In the event of a dispute or conflict between the Company and you, including those involving your employment with the Company, Faegre Baker Daniels would continue to represent the Company, even if there is adversity between the interests of the Company and you, to the extent permitted pursuant to the Minnesota Rules of Professional Responsibility. In exchange for the legal services to be provided to you with respect to the specific immigration matter described above, you

hereby consent to Faegre Baker Daniels continued and future representation of the Company and you agree not to assert any such conflict of interest or to seek to disqualify Faegre Baker Daniels from representing the Company on matters adverse to you.

Please also note that our firm has numerous existing and prospective client relationships with banks, lending institutions, companies involved in real estate transactions and other companies and organizations. It is therefore quite possible that situations will arise in which your interests might conflict with those of some other client of our firm. This letter confirms the understanding between Faegre Baker Daniels and you that our firm may represent any other present or future client on matters that are not substantially related to our immigration law work for you and the Company, even if such client's interests are directly adverse to your interests or would result in litigation.

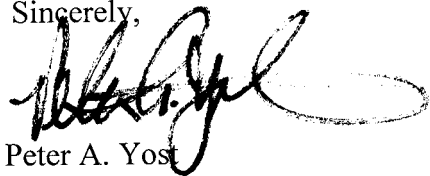
VI. Withdrawal of Counsel

This will confirm our agreement with you that we may terminate this engagement at any time, with or without cause, and without further obligation by either you or us (other than our obligation to return to you any of your documents or other property then in our possession and any obligation that may be imposed upon us by rules governing the attorney-client relationship).

If you are not willing to agree to these conditions of our representation of you, then we cannot represent you at all. In that event, contact us immediately. We encourage you to seek advice from your own lawyer about provisions of this letter. If we do not hear otherwise from you, we will assume that these arrangements are acceptable to you.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Yost", with a long, sweeping horizontal flourish extending to the right.

Peter A. Yost

cc: Keith Freehack
Kim Anderson
Samier Mahto
Sanjeev Sharma