

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

UNITED HEALTHCARE SERVICES,
INC.,

Plaintiff,

v.

BROADCOM INC. and CA, INC.,

Defendants.

Case No. 25-cv-1189

COMPLAINT

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INTRODUCTION

1. Plaintiff United Healthcare Services, Inc. (“United” or “UHS”) brings this action to prevent the substantial and irreparable harm that will result if Defendants Broadcom Inc. and its wholly-owned subsidiary CA, Inc. (collectively “Broadcom”) terminate United’s access to certain software products and related support services that are critical to United’s operations and that Broadcom is contractually required to provide. Broadcom is presently threatening to terminate United’s access, unless United agrees to exorbitant price increases and other conditions that Broadcom has no right to demand under the terms of the parties’ contract.

2. For almost two decades, United and Broadcom have contracted to grant United access to various CA software licenses and support services. Under the parties’ agreement, Broadcom is required to renew those licenses and services at a price [REDACTED]. This year, however, Broadcom is refusing to honor CA’s contractual commitments with United. Instead, Broadcom is attempting to coerce United into paying hundreds of millions of dollars more for access to the CA software. With United’s access to the CA software and related services at risk of expiring on April 18, 2025, United had no choice but to file this action to enforce its clear contractual rights.

3. Since 2006, United has purchased from Broadcom (a) licenses for certain of CA’s mainframe software and related software products (“CA Software” or “the Software”) and (b) associated maintenance and support services (“Maintenance and Support,” and together with the Software, the “Software and Services”). United’s

Software and Services orders with Broadcom are governed by a Master Software License and Services Agreement (the “Agreement”). Over the years, that CA Software has been integrated into different United business systems and is critical to its operations. Indeed, United has incorporated the CA Software into its operations so extensively that transitioning to any alternative mainframe software and associated support services would take years.

4. For that reason, United included specific provisions in the Agreement to prevent losing access to the CA Software and Services, or having Broadcom restrict access to the Software to enforce payment of significant price increases. The Agreement stipulates that the [REDACTED]

[REDACTED]. The Agreement defines [REDACTED]

[REDACTED]

[REDACTED] A [REDACTED]

[REDACTED]

[REDACTED] The Agreement then provides the following term:

[REDACTED]
[REDACTED]
[REDACTED]

5. The Agreement likewise provides that any Maintenance and Services Term shall [REDACTED], and that United can [REDACTED]

[REDACTED]. In short, the Agreement unambiguously ensures

that United can renew its access to the Software and Services at a price no greater than

[REDACTED] (subject to additional increases, of course, for any increased usage, which the Agreement also makes clear).

6. Broadcom has consistently honored this provision. For years, United has issued numerous orders for Software and Services pursuant to the Agreement, which Broadcom honored with [REDACTED]

7. Broadcom's recent repudiation of this contractual provision is a naked and unlawful attempt by Broadcom to leverage its growing market power in the software industry. Broadcom acquired CA in 2018, acknowledging at that time that the CA Software was "mission critical" to CA's customers. Just three years later, Broadcom paid \$69 billion to acquire VMware, a software company that provides "virtualization" technology that is also "mission critical" to companies like United. Broadcom acquired VMware partly because VMware controlled approximately 97% of the virtualization software market. Through these acquisitions, Broadcom now controls at least two "mission critical" software platforms—one, VMware, with virtually no competitors—used by United and thousands of other companies worldwide. Broadcom, of course, denied that it would leverage its new-found market dominance to aggressively raise prices. When responding to press inquiries about whether Broadcom would raise prices

on VMware products, Broadcom's CEO stated, "The answer is simple: No."¹ That turned out not to be true.

8. Since acquiring VMware, Broadcom has sought to extort significant price increases from its customers, disregarding prior contractual protections such as [REDACTED]. Broadcom also now seeks to bundle the renewal of VMware contracts with the renewal of other software contracts, effectively tying the acquisition and pricing of one set of products to the sale of another product over which it holds considerable market power. This strategy has been widely reported in the industry press.²

9. Broadcom uses its customers' dependence on VMware software to force them to abandon perpetual licenses they already own in favor of an exorbitantly priced

¹ Hock Tan, *Broadcom and VMware – investing for customer value*, Broadcom B-Connected Blog (Nov. 30, 2022), available at <https://www.broadcom.com/blog/broadcom-and-vmware-investing-for-customer-value> (last accessed Mar. 31, 2025).

² See generally *Escape Broadcom's Price Hike for VMware: The Smart Alternative*, Digital Carbon (Feb. 5, 2025) ("The tech industry has been rocked by Broadcom's acquisition of VMware, bringing sweeping changes to licensing models and pricing structures. . . .With reports of price increases reaching up to 700%, IT managers must urgently seek alternatives to avoid budget overruns."), available at <https://digitalcarbon.io/blog/escape-broadcoms-price-hike-for-vmware/> (last accessed Mar. 31, 2025); Tomas O'Leary, *Worried about the Broadcom VMware acquisition? You're not alone.*, Origina (June 13, 2024) ("In January 2024, a hotly controversial VMware by Broadcom post announced the company would stop offering perpetual licenses, moving to a subscription-only model. The same post outlined plans to bundle products like vSphere and vSAN into one of two ersatz bundles, removing the option to buy licenses à la carte."), available at <https://www.origina.com/blog/the-environmental->

“subscription licensing model” that requires customers to accept Broadcom’s new “VMware Cloud Foundation” bundle, which includes products and services that, upon information and belief, many customers (like United) do not want or need. Broadcom simply ignores existing customer contracts, including its current contract with United, in seeking to generate outsized profits that can be used to pay down the \$28 billion that it borrowed to purchase VMware and the \$18 billion in debt financing associated with its acquisition of CA. As Broadcom has acknowledged, “if VMware customers do not accept our business strategy, including our transition from a perpetual to a subscription licensing model and our simplified product portfolio, the investments we have made or

[ripple-of-broadcoms-market-moves?t](#) (last accessed Mar. 31, 2025); Matt Ashare, *IT leaders chafe as VMware costs skyrocket under Broadcom*, CIO Dive (June 6, 2024) (“Since the deal was finalized in November, Broadcom has made ‘abrupt and major changes to VMware strategy, product, pricing, licensing and sales,’ Gartner Distinguished VP Analyst Andrew Lerner told CIO Dive. ‘It’s a big set of changes and it’s a lot for customers to take on.’”), available at <https://www.ciodive.com/news/broadcom-vmware-lock-in-cost-disruption/718281/?t> (last accessed Mar. 31, 2025); CloudBolt, *New Report from CloudBolt Software and Wakefield Research Unpacks Real Reactions and Key Concerns from VMware Users in the Aftermath of Broadcom’s Acquisition*, Global Newswire (June 6, 2024) (“The vast majority (95%) of respondents perceive Broadcom’s acquisition as disruptive to their IT strategy, with 46% considering it extremely or very disruptive. Adding to these anxieties is the lack of clarity on pricing and packaging—all respondents expect VMware prices to rise under Broadcom’s ownership, with nearly 3 out of 4 anticipating a hike of greater than 100%.”), available at <https://www.globenewswire.com/news-release/2024/06/06/2894702/0/en/New-Report-from-CloudBolt-Software-and-Wakefield-Research-Unpacks-Real-Reactions-and-Key-Concerns-from-VMware-Users-in-the-Aftermath-of-Broadcom-s-Acquisition.html> (last accessed Mar. 31, 2025).

may make to implement our strategy may be of no or limited value... .”³ In essence, Broadcom acquired VMware as a tool for market dominance that it is now using to exert economic pressure on companies worldwide.⁴

10. In furtherance of this strategy, Broadcom has made similar demands of United. On September 5, 2024, Broadcom sent United a proposed amendment to the Agreement that aimed to [REDACTED]

[REDACTED].
United rejected the proposed amendment as inconsistent with its rights under the existing Agreement.

11. In November 2024, Broadcom sent a proposal to replace the entire Agreement with [REDACTED]

[REDACTED]. When United made clear it would not relinquish its

³ Broadcom Inc., Annual Report (Form 10-K), at 19 (Nov. 3, 2024), *available at* <https://www.sec.gov/Archives/edgar/data/1730168/000173016824000139/avgo-20241103.htm> (last accessed Mar. 31, 2025).

⁴ See generally Foo Yun Chee, *Broadcom Questioned by EU Over VMware Licensing Changes*, Reuters (Apr. 15, 2024) (“U.S. chipmaker Broadcom (AVGO.O) is being asked by EU antitrust regulators about changes to newly acquired cloud computing company VMware’s licensing conditions following complaints from a spate of EU business users and a trade group The groups in a joint letter complained about sudden changes by Broadcom in policy and practices which allegedly resulted in steep price increases, re-bundling of licences, a ban on the reselling of licences, and a refusal to maintain security conditions for perpetual licences.”), *available at* <https://www.reuters.com/technology/broadcom-questioned-by-eu-over-vmware-licensing-changes-2024-04-15/>; Simon Sharwood, *VMware reportedly probed by Japanese anti-monopoly cops*, The Register (Sept. 25, 2024), *available at* https://www.theregister.com/2024/09/25/japan_vmware_broadcom_monopoly_investigation/ (last accessed Mar. 31, 2025).

existing rights, Broadcom warned it would cease accepting new orders from United, unless the orders were [REDACTED].

12. United reminded Broadcom of its ongoing contractual rights under both its existing CA and VMware agreements. In response, Broadcom simply asserted that it would not comply with contractual provisions that were inconsistent with Broadcom's new "[REDACTED]":

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

13. Of course, Broadcom's "[REDACTED]" are not a basis for disregarding its pre-existing contractual obligations.

14. Nevertheless, Broadcom's bullying tactics continued. In December 2024, recognizing that United's next renewal order pursuant to the Agreement would occur in the spring of 2025, Broadcom proposed that United renew the CA Software and Services for [REDACTED]

[REDACTED]
[REDACTED]. At the meeting, Broadcom reiterated that it would no longer adhere to the terms of the Agreement, including its [REDACTED]

[REDACTED]. Broadcom also stated: "[REDACTED]
[REDACTED]

[REDACTED] Broadcom thus asserted the right to avoid its prior commitments simply by making a [REDACTED]

██████████ reflected in the Agreement. Nothing in the Agreement permits this sleight of hand. Instead, the Agreement provides that ██████████

██████████ United has not agreed to any such amendment.

15. In February 2025, after United rejected these demands, Broadcom turned up the pressure by demanding the bundling of United’s renewal of the CA Software with its renewal of the VMware virtualization software over ██████████
██████████. The combined price for the renewal? ██████████

16. For the past several weeks, United has made unsuccessful attempts to negotiate with Broadcom to avoid filing this lawsuit. While Broadcom has alternated between pricing proposals for the “bundle” of CA and VMware software and proposals solely for the CA Software, each proposal from Broadcom has included price increases that are dramatically higher than ██████████ imposed by the Agreement. In talks between Broadcom’s chief executive officer and United on March 27, 2025, and March 31, 2025, Broadcom ██████████

[REDACTED]

[REDACTED].

17. As noted above, United is not the only company that Broadcom is pressuring. Tech industry reports are replete with similar stories from companies around the world. *See* footnotes 2 and 4, above. In late 2024, AT&T was forced to file suit to prevent Broadcom from disregarding AT&T's rights under its VMware contract.⁵ That suit, which was very similar to this one, resulted in a confidential settlement after the court made clear its intention to issue a preliminary injunction blocking Broadcom from cutting off AT&T's access to the VMware support services.

18. While similar, this lawsuit, for now, relates only to the CA Software, because negotiations over licenses for the VMware software remain ongoing and because maintenance and support services for those licenses do not need to be renewed until [REDACTED]

[REDACTED].

19. By contrast, United's use of the CA Software and Services is set to expire imminently. United cannot perform various core business functions without the CA Software and Services, and it cannot switch to an alternative software solution in anything approaching the amount of time it has had since these negotiations began.

⁵ *See* Verified Complaint for Injunctive Relief ¶ 2, *AT&T Services, Inc. v. Broadcom Inc. et al.*, Index No. 654490/2024, Doc. No. 2 (N.Y. Sup. Ct. Aug. 29, 2024) ("Broadcom is threatening to withhold essential support services for *previously* purchased VMware perpetually licensed software unless AT&T capitulates to Broadcom's demands that AT&T purchase hundreds of millions of dollars' worth of bundled subscription software and services, which AT&T does not want.").

Accordingly, facing a March 30, 2025 expiration, and despite the nature of Broadcom's unreasonable demands, United submitted on March 14, 2025, an order to Broadcom seeking [REDACTED] [REDACTED] (the "March 14 Order").

20. Broadcom refused the March 14 Order. This refusal, along with Broadcom's demands and repudiation of the promises in the Agreement, led to this lawsuit. To allow for further negotiations, the parties agreed to extend the current order expiration deadline to April 18, 2025. However, Broadcom has continued to demand [REDACTED] [REDACTED]. United has informed Broadcom that [REDACTED] is critical. United has also tried to compromise. But Broadcom has been steadfast in its demands that United must pay [REDACTED] to maintain access to the CA Software and Services [REDACTED]

21. As a result, Broadcom's actions have compelled United to file this lawsuit. Accordingly, United requests both preliminary and permanent injunctive relief to prevent Broadcom from breaching the Agreement and cutting off United's access to the CA Software and Services on April 18, 2025.

THE PARTIES

22. Plaintiff United Healthcare Services Inc. ("UHS" or "United") is a corporation organized and existing under the laws of Minnesota with its principal place of business in Hennepin County, Minnesota. It is a wholly-owned subsidiary of

UnitedHealth Group, Inc. (“UHG”), which is also headquartered in Minnetonka, Minnesota. United was the original signatory to the Agreement. United and UHG own, directly or indirectly, the UnitedHealthcare subsidiaries that offer health benefit plans to tens of millions of people throughout the country. United is also a commonly-controlled affiliate of Optum, Inc. (“Optum”), which also uses the CA software at issue in this case. United is the central operating entity of the entire UHG enterprise and employs most of the employees working on all aspects of the business.

23. Defendant Broadcom Inc. is a Delaware corporation with a principal place of business located at 3401 Hillview Avenue, Palo Alto, California 94304. Upon information and belief, Defendant Broadcom Inc. is either the successor-in-interest to CA, Inc. with respect to the Agreement, or at a minimum exerts effective control over the decision-making of CA, Inc. with respect to the Agreement and the Software and Services at issue here.

24. Defendant CA, Inc. (or “CA”), also known as CA Technologies, Inc., formerly Computer Associates International, Inc., is a subsidiary of Broadcom. Upon information and belief, CA is a Delaware corporation with its principal place of business at 3401 Hillview Avenue, Palo Alto, California 94304.

JURISDICTION AND VENUE

25. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, because there is complete diversity between United and the Defendants and because the

amount in controversy (including the value of the injunctive relief sought by United) exceeds \$75,000.

26. This Court has personal jurisdiction over Defendants Broadcom Inc. and CA, Inc. because they have transacted business in this State, have contracted to supply goods and services in this State, derive substantial revenue from goods consumed and services rendered in this State, and have engaged in conduct which they reasonably should have expected to have consequences in this State, including actions by Broadcom's Minnesota-based employee Paul Keller breaching or repudiating the Agreement.

27. This Court additionally has personal jurisdiction over Defendants because the Agreement expressly provides that "[t]he jurisdictional venue for any proceedings involving this Agreement shall be held in Minneapolis, Minnesota." Agreement § 14.5.

28. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) because Defendants Broadcom Inc. and CA, Inc. are subject to the Court's personal jurisdiction with respect to this action and thus reside in this judicial district pursuant to 28 U.S.C. § 1391(c)(2). Further, the Agreement's forum selection clause requires that any proceeding arising out of the Agreement must be brought in Minneapolis, Minnesota.

FACTUAL BACKGROUND

A. United Provides Health Insurance and Other Services that Are Critical to the Health of Tens of Millions of People Nationwide.

29. United is one of the nation's leading health insurers, providing health care coverage for tens of millions of Americans (*i.e.*, health benefit plan "members").

Through its subsidiaries and affiliates, it offers and administers health benefit plans for individuals, employers, and small businesses, including Medicare and Medicaid insurance plans.

30. Optum is a United affiliate that includes three primary business segments—OptumHealth, OptumRx, and OptumInsight—that provide a broad range of healthcare-related services. United relies on OptumRx for pharmacy operations and as the pharmacy benefits manager (“PBM”) for a substantial number of United’s members, as well as for others.

31. Although United is Optum’s largest customer, Optum also sells its services to non-United payers in all three lines of its business.

B. The CA Software and Associated Services are Critical to the Functioning of United’s Business.

1. United’s Technology Architecture

32. As noted above, United and its affiliated Optum businesses provide a substantial array of healthcare-related services. Such services include eligibility determinations, claims processing, benefits management, and prescription fulfillment. All of these services require the use of a complex system of information technology, including the Software and Services.

33. United has a sophisticated information technology system utilizing both distributed and centralized computing networks of physical and virtual devices. The core of United’s system is [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Nearly every line of United's business accesses these databases on a daily basis to carry out their work. Further, these databases require constant updating to ensure that the determinations rendered using their data are accurate. [REDACTED]

[REDACTED].

2. The CA Software and Its Role in United's Technology Infrastructure

34. CA is an enterprise software developer and publisher that was founded in 1976 and existed as an independent company until it was acquired by Broadcom 2018. Most of CA's products were designed for businesses rather than home computer users. CA has been a market leader in designing software for managing corporate networks, and approximately half of the company's revenue has been derived from products associated

with mainframe computers (“Mainframe Software”). Broadcom continued to sell CA’s Software and associated Maintenance and Support following Broadcom’s 2018 acquisition of CA.

35. United has been a licensee of CA’s Software since 2006. CA Software plays two primary roles on United’s mainframe. First, at the most fundamental level, CA Software is used to operate the mainframe platform—it [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Second, CA Software acts as a code management solution, repository and compiler process manager that enables United [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] It is CA Software that allows United to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. For example, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

36. Because the applications, processes, and databases on the mainframe have been designed, structured, and optimized over the course of many years in manners that rely on specific workings, technical specifications, features, and functionalities of CA Software, any undertaking by United to replace CA Software with alternate software from third party vendors would require comprehensive changes to United’s applications, databases, processes, and systems—a process that, generally speaking, would take months to years depending on the software and application at issue. For example,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. In other cases, such as with respect to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

37. Various products make up the CA Software and play core roles in United's technology architecture.

38. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

39. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

40. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

41. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

42. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

43. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

44. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

45. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

3. Use of the CA Software is Ubiquitous Across United’s Business Operations

46. When United processes a claim, determines benefits eligibility, and determines payments to providers—*i.e.*, the core functions of its insurance business—those tasks are processed as a “job” on the mainframe. Those individual tasks occur in a fraction of a second, and the CA Software is behind each of them.

47. First, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

48. Second, United relies on [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

49. Third, United relies on [REDACTED]

[REDACTED]

[REDACTED].

50. Optum has a similar dependency on CA Software. For example, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

51. In addition, several pieces of CA Software allow United's mainframe to function at the scale and with the necessary complexity that its business requires.

52. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED], [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

53. [REDACTED]

[REDACTED]

[REDACTED]

54. Finally, other CA Software plays a critical role in [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C. United's Agreement with Broadcom Provides for Uninterrupted Access to the Software and Services, Subject to [REDACTED].

55. Since March 31, 2006, United has purchased both licenses for the CA Software as well as associated Maintenance and Support that are critical to the ongoing operation of the Software. These purchases have all been governed by, and made pursuant to, the Agreement.

56. The centrality of this CA Software to United's entire business makes it critical for United to maintain uninterrupted and secure access to the CA Software

through the ability to continue (a) licensing the Software to meet its needs and (b) receiving the Maintenance and Support that are required to keep the CA Software operating properly and in a manner that protects the availability, integrity, sensitivity, and security of United's highly sensitive corporate and member data.

57. United thus negotiated various provisions in the Agreement ensuring that its access to the Software and Services cannot be interrupted or lost, and that the Software is kept up-to-date so that the Software continues to perform as intended.

58. First, Exhibit H of the Agreement limits the extent to which Broadcom can increase fees to United for the renewal of its rights [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

59. [REDACTED] a "[REDACTED]
[REDACTED]" as "[REDACTED]
[REDACTED]." And Section 1.6
defines "[REDACTED]" as "[REDACTED]

[REDACTED]

60. [REDACTED]

[REDACTED]

[REDACTED]

61. This unambiguously provides that United has the right [REDACTED]

[REDACTED]

62. Section 4.1 of Exhibit H confirms this by unambiguously providing that the “initial term” of Maintenance and Support shall be 12 months, and that upon expiration of such term, each “[REDACTED]” subject to a right of termination with notice held solely by United. The “[REDACTED]”

[REDACTED]

[REDACTED]” Therefore, Section 4 of Exhibit H to the Agreement provides for [REDACTED] to the Agreement.

63. Likewise, Section 4.3 of Exhibit H provide that, for perpetual licenses, when their associated Maintenance and Support contracts expire, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Along with [REDACTED]

[REDACTED]

[REDACTED]. For example, [REDACTED]
[REDACTED]
[REDACTED] Thus, Broadcom is
protected in its pricing because the Agreement ensures that increased usage is paid for.

64. Second, the Agreement also makes clear that United is able to order the Software and Services it needs and obligates Broadcom to fill those orders. In particular, Section 10.1 of the Agreement provides that “[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].” This further
confirms that United is entitled to order a renewal of any license, as well as additional
licenses as needed.

65. Section 10.1 also provides that, unless otherwise agreed to by the parties, the fees and discounts set forth in Exhibit H of the agreement “[REDACTED]
[REDACTED].” Products means “[REDACTED]
[REDACTED]
[REDACTED]” [REDACTED] is defined as “[REDACTED]
[REDACTED].” “[REDACTED]” is defined as “[REDACTED]
[REDACTED].”
[REDACTED].

66. Third, the provisions of Exhibit H also further confirm that the [REDACTED]
[REDACTED], no matter what they are called. Exhibit H

expressly provides [REDACTED].” A

[REDACTED]

[REDACTED] A [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

67. Thus, no matter what other nomenclature may be used, all licenses that expire after a specific time period [REDACTED]

[REDACTED]

[REDACTED].

68. Fourth, the Agreement also provides that [REDACTED]

[REDACTED]

[REDACTED] Specifically, Section 2.3 of the Agreement provides that [REDACTED]

[REDACTED]

[REDACTED] The term [REDACTED]

[REDACTED]

[REDACTED]

69. Fifth, the Agreement requires Maintenance and Support for all Software that United licenses from Broadcom. In particular, Section I of Exhibit B states,

“ [REDACTED]

[REDACTED]

[REDACTED].”

70. Sixth, [REDACTED]

[REDACTED]

[REDACTED] This is found in [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

71. Through these various provisions, the contract ensures that United will be able to meet its needs through continued, uninterrupted access to both the Software and Services, at [REDACTED]

D. As Part of a Campaign to Control and Leverage Customers’ Dependence on “Mission Critical” Technology, Broadcom Acquires CA in 2018 and VMware in 2023.

72. On July 11, 2018, Broadcom announced that it was acquiring CA. In the press release, Broadcom’s CEO, Hock Tan, explained that CA’s “sizeable installed base of customers” made it a desirable asset to “add to our portfolio of *mission critical*

technology businesses.”⁶ Mission-critical technology refers to technology that is essential to an organization’s continued operation.

73. On November 5, 2018, Broadcom’s acquisition of CA was finalized. Broadcom financed the \$18.9 billion transaction by obtaining \$18.0 billion in loans with the remaining \$0.9 billion funded with cash on hand.⁷ CA merged into a wholly owned subsidiary of Broadcom with CA as the surviving entity.

74. On May 26, 2022, Broadcom announced that it was pursuing an acquisition of VMware. In a press release header, Broadcom described the VMware acquisition as advancing “Broadcom’s strategy to build the world’s leading infrastructure technology company, with [sic] track record of acquiring established, *mission-critical* platforms[.]”⁸ VMware commanded 97% of the virtualization software market revenue prior to

⁶ Press Release, Broadcom Inc., Broadcom to Acquire CA Technologies for \$18.9 Billion in Cash (July 18, 2018) (emphasis added), *available at* <https://investors.broadcom.com/news-releases/news-release-details/broadcom-acquire-ca-technologies-189-billion-cash> (last accessed Mar. 31, 2025).

⁷ Press Release, Broadcom Inc., Broadcom Inc. Completes Acquisition of CA Technologies, PR Newswire (Nov. 5, 2018), *available at* <https://www.prnewswire.com/news-releases/broadcom-inc-completes-acquisition-of-ca-technologies-300743810.html> (last accessed Mar. 31, 2025); Press Release, Broadcom Inc., Broadcom to Acquire CA Technologies for \$18.9 Billion in Cash (July 18, 2018).

⁸ Press Release, Broadcom Inc., Broadcom to Acquire VMware for Approximately \$61 Billion in Cash and Stock (May 26, 2022) (emphasis added), *available at* <https://www.broadcom.com/company/news/financial-releases/60271> (last accessed Mar. 31, 2025).

Broadcom's acquisition.⁹ Upon information and belief, Broadcom would not have acquired VMware unless it had a controlling share of the virtualization software market.

75. Like the CA acquisition, Broadcom relied heavily on debt financing to acquire VMware, including borrowing over \$28 billion (\$28,395,625,000) in variable-rate term loans.¹⁰ In addition, Broadcom agreed to take on \$8 billion dollars of debt from VMware.¹¹

76. Broadcom's acquisition of VMware—coupled with the massive debt Broadcom undertook to close the transaction—prompted concern among industry analysts and VMware customers about large price increases and a reduced commitment to support VMware's software.¹² For example, Broadcom's statements that it would

⁹ Matt Ashare, *VMWare's First Contentions Year Under Broadcom Drives Customers to Weigh Other Options*, CIO Dive (Nov. 26, 2024) available at <https://www.ciodive.com/news/broadcom-vmware-acquistion-vcf-private-cloud/733800/> (last accessed Mar. 31, 2025).

¹⁰ Broadcom Inc., Current Report (Form 8-K), at 3 (Nov. 22, 2023), available at <https://investors.broadcom.com/static-files/04a52c18-a0c2-45bd-8153-87ff65e6b01e> (last accessed Mar. 31, 2025); Broadcom Inc., Current Report (Form 8-K), at 11 (July 8, 2024), available at <https://investors.broadcom.com/static-files/ae092c27-34c4-41d5-9db9-c64acca601e0> (last accessed Mar. 31, 2025).

¹¹ Press Release, Broadcom Inc., Broadcom to Acquire VMware for Approximately \$61 Billion in Cash and Stock (May 26, 2022), available at <https://www.broadcom.com/company/news/financial-releases/60271> (last accessed Mar. 31, 2025).

¹² See, e.g., Tracy Woo et al., *VMware Customers: Get Ready For Broadcom Disruption*, Forrester (May 26, 2022), available at <https://www.forrester.com/blogs/vmware-customers-get-ready-for-broadcom-disruption/> (last accessed Mar. 31, 2025); Eliot Beer, *VMware customers warned ahead of Broadcom deal*, The Stack (June 9, 2022), available at <https://www.thestack.technology/vmware-customers-avoid-lock-in/> (last accessed Mar. 31, 2025).

focus on retaining VMware's top customers led analysts to question whether Broadcom would focus its price increases on the customers who are most reliant on VMware's software and often operate in highly-regulated industries that would find it difficult to change to another software system.¹³ But in a November 30, 2022 blog post on Broadcom's website, CEO Hock Tan unequivocally promised that would not happen: "I've continued to see questions in press reports about whether we intend to raise prices on VMware products. The answer is simple: No."¹⁴

E. After the VMware Acquisition, Broadcom Demanded that United Agree to Various Conditions to Renew the CA Software, Including Exorbitant Price Increases that [REDACTED].

77. In the two substantial renewal orders for CA Software and Services that United placed between Broadcom's acquisition of CA, Inc. and Broadcom's announcement that it would acquire VMware, the parties agreed to pricing increases consistent with [REDACTED] after accounting for cancellations of certain products and increases for others. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Order 126, and certain other orders under the Agreement,

¹³ See Simon Sherwood, *Broadcom's stated strategy ignores most VMware customers*, The Register (May 30, 2022), available at https://www.theregister.com/2022/05/30/broadcom_strategy_vmware_customer_impact/ (last accessed Mar. 31, 2025).

¹⁴ Hock Tan, *Broadcom and VMware – investing for customer value*, Broadcom B-Connected Blog (Nov. 30, 2022).

originally had a March 30, 2025 expiration date. As noted above, that date was recently extended to April 18, 2025.

78. After Broadcom announced plans to acquire VMware, however, Broadcom began pressuring United to drop certain of its valuable rights under the Agreement. In or around the second quarter of 2023, Broadcom proposed amending the Agreement [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

79. On September 5, 2024, Broadcom again sent United a proposed amendment to the parties' Agreement. This proposed amendment again called for [REDACTED]

[REDACTED].

80. Broadcom also sought, with its proposed amendment, to link United's licensing of CA with United's licensing of Symantec and VMware—*i.e.*, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

81. United informed Broadcom that it would not agree to this proposed amendment.

82. On or around September 10, 2024, Broadcom met with United and proposed that [REDACTED]

[REDACTED]

[REDACTED]. As Broadcom's subsequent actions would soon show, Broadcom's proposal was intended to strip United of several of its key contractual rights that the parties had negotiated and agreed to under those contracts, [REDACTED]

[REDACTED]

[REDACTED]

83. On September 23, 2024, Broadcom met with United and discussed what Broadcom referred to as its "[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] United was willing to explore the potential of [REDACTED]

[REDACTED]. On September 26, 2024, United asked Broadcom for "[REDACTED]

[REDACTED]" Broadcom replied that it would respond to United soon with times "[REDACTED]

[REDACTED]"

84. Around the same time, Broadcom also informed United that it would no longer be offering maintenance and support services for customers who had purchased perpetual software licenses—[REDACTED]

[REDACTED] According to Broadcom, if United wished to continue receiving support for

the VMware software for which United already owned perpetual licenses, United would have to *repurchase* that same software under new subscription licenses. Moreover, United would not have the option of simply repurchasing the specific software it was using and that previously could be purchased separately. Instead, United would have to repurchase that software as part of Broadcom's "VMware Cloud Foundation" ("VCF") bundle, which includes software and services unnecessary to United's business.

85. After additional back and forth in which United emphasized the need to understand [REDACTED], Broadcom and United met on October 22, 2024, to discuss [REDACTED]. Broadcom's presentation [REDACTED] [REDACTED] but failed to provide any pricing information. United reiterated that it needed Broadcom to provide pricing information before United would agree [REDACTED]

86. That same day, Broadcom also met with United to discuss a Broadcom proposal for VMware. The proposal called for United to transition from the various perpetual VMware licenses it owns to one subscription-based VCF bundle [REDACTED] [REDACTED]. (United already has perpetual licenses to certain of these products, yet as with United's other perpetual licenses for VMware software, Broadcom insisted that United repurchase access rights that United owns.) Broadcom's new proposed VCF subscription would bundle products that United had already been using pursuant to perpetual licenses with VMware software that United has no use for and never requested from Broadcom. The proposal sought

[REDACTED]

[REDACTED].

87. United responded that Broadcom's VMware offer was unacceptable. United told Broadcom that it expected Broadcom to honor its contractual pricing commitments to United.

88. On November 11, 2024, Broadcom sent United a proposed master agreement—which Broadcom referred to as [REDACTED]

[REDACTED]

[REDACTED]. In the draft [REDACTED], Broadcom again pressed for terms that United had already rejected. These included [REDACTED]

[REDACTED]

[REDACTED]

89. In response, United explained that it was willing to consider a [REDACTED]

[REDACTED] but that it would not agree to give up its rights under its existing agreements. At the meeting, Broadcom indicated that if United did not agree to the [REDACTED], Broadcom would simply refuse to accept orders under the existing agreements, including the CA Agreement. United then had to remind Broadcom that it had no right to do so under the CA and VMware agreements. United also continued to press for [REDACTED]

[REDACTED].

90. At a separate meeting, United also responded to Broadcom's proposed [REDACTED]. United reminded Broadcom that the [REDACTED]

[REDACTED].

United also pointed out that Broadcom could not [REDACTED]

[REDACTED].

91. On December 4, 2024, Broadcom sent United an email stating that it would no longer be honoring its obligations in the existing CA and VMware agreements,

because [REDACTED]

[REDACTED] The email stated that Broadcom therefore “[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]” Broadcom justified this assertion as follows:

[REDACTED]

[REDACTED]

[REDACTED]

92. United disagreed with these assertions, which were tantamount to repudiating the CA Agreement and VMware Master Agreement.

93. As of December 12, 2024, Broadcom had still not provided pricing for its proposed [REDACTED]

[REDACTED]. Therefore, on December 12, United requested that Broadcom send [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

94. Broadcom responded by stating that it was [REDACTED]

[REDACTED]

[REDACTED] The Broadcom representative assured United that he did not [REDACTED]

¹⁵ Per [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

95. United responded by reminding Broadcom, yet again, that Broadcom was subject to the CA Agreement and could not unilaterally change the terms.

96. On December 19, 2024, United and Broadcom met to further discuss Broadcom's proposed [REDACTED]. At the meeting, Broadcom proposed a renewal of the CA Software [REDACTED]

[REDACTED]. Broadcom's proposal [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Broadcom also reiterated that it would no longer adhere to the terms of the Agreement, [REDACTED]

[REDACTED]

97. On January 6, 2025, United rejected the Broadcom demand, but conveyed an interest to negotiate "an acceptable 3-year proposal." On January 9, 2025, Broadcom made a second VMware licensing proposal. As noted above, United had already rejected Broadcom's prior October 2024 proposal because it called for a price increase far above

[REDACTED]

[REDACTED]

98. The message from Broadcom was clear: the more United stands on its contractual rights under the existing CA and VMware agreements, the more Broadcom will push back and seek pricing increases that breach those contracts; if instead United agrees to amend the governing contracts and give up its existing rights, Broadcom would offer slightly lower, yet still exorbitant, prices. United rejected this approach but, in an effort to find a compromise and avoid litigation, United asked Broadcom to prepare a proposal for [REDACTED]

[REDACTED]

99. In an obvious effort to exploit the fast-approaching renewal dates for the CA Software and Services, Broadcom waited until February 14, 2025, before sending United the promised proposal [REDACTED]. The proposal was for a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Thus, accepting the proposal would mean giving up [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

100. With less than two months before the March 30, 2025 expiration date, United told Broadcom that the parties should set aside the VMware negotiations temporarily and focus on CA. On February 20, 2025, United submitted a counter proposal to Broadcom [REDACTED]

[REDACTED]

[REDACTED],

United made the offer in a spirit of compromise and to avoid the need for emergency litigation.

101. United also sent Broadcom a marked-up copy of the draft [REDACTED]

[REDACTED]

[REDACTED]

102. On February 26, 2025, Broadcom sent a further revised draft [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

103. On February 26, 2025, Broadcom sent United an updated proposal for a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

104. On March 5, 2025, Broadcom and United met to discuss the renewals of the CA and VMware agreements. With time running out before the March 30, 2025 expiration date, the parties agreed to arrange a meeting between United’s Chief Technology Officer, Sandeep Dadlani, and Broadcom’s Chief Executive Officer, Hock Tan, to move the negotiations forward. Broadcom warned United that if United attempted to enforce its rights under the Agreement in litigation, Broadcom would retaliate by attempting to impose even higher prices on United.

105. On March 9, 2025, United sent Broadcom a further revised draft of the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

106. On March 11, 2025, Broadcom sent United an email with its “Best/Final” proposal. The proposal was for a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

107. On March 12, 2025, Mr. Dadlani and Mr. Tan met to discuss the CA and VMware renewals. No pricing was discussed at the meeting. However, Mr. Tan suggested to United that Broadcom could offer a better deal if United [REDACTED]

[REDACTED]. United responded by asking for an updated proposal.

108. On March 14, 2025, Broadcom sent an updated proposal, which still demanded [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

F. In Violation of its Contractual Obligations, Broadcom Refuses to Fill United's March 14 Order for Renewal of the CA Software and Services.

109. With just weeks to go before the March 30, 2025 expiration date, and with Broadcom repeatedly refusing to negotiate in good faith pursuant to the Agreement's terms, United had no choice but to invoke the Agreement's formal process for renewal orders. United drafted and executed a March 14 Order pursuant to the Agreement for the CA Software and Services it needed. To avoid the need for further negotiation, United provided in the March 14 Order for [REDACTED]

[REDACTED]

United formally sent the March 14 Order to Broadcom and CA via an email to
Broadcom's legal department— [REDACTED]

[REDACTED]

110. United also sent a letter with the Order, stating:

[REDACTED]

[REDACTED]

111. Broadcom responded by expressing “[REDACTED]”
at United's invoking its rights under the Agreement, and warned, “[REDACTED]
[REDACTED].” A March 17 phone call followed during which
Broadcom informed United that CA would not fulfill the March 14 Order.

112. A subsequent March 18 letter from Broadcom's counsel agreed to extend
the March 30, 2025 expiration date until April 18, 2025, to allow for further discussions,

but reiterated CA's position that it would not fulfill the March 14 Order. The letter offered no contractual justification for rejecting the March 14 Order.

113. United's counsel responded by letter on March 20, 2025. The letter first explained that Broadcom "lacked any contractual basis for the refusal" to accept the March 14 Order and that doing so violated various provisions of the Agreement. Broadcom responded to that letter on March 26, 2025, rejecting United's positions. On March 27, 2025, Mr. Tan met with Mr. Dadlani to discuss United's renewals of CA and VMware software and services. Broadcom indicated that [REDACTED]

[REDACTED] On March 31, 2025, Mr. Tan and Mr. Dadlani spoke again, with Mr. Tan reiterating Broadcom's request [REDACTED]

G. If Not Enjoined, Broadcom's Strategy Will Impose Irreparable Harm on United.

114. The loss of access to CA Software would cause irreparable harm to United and the public. United's ability to process claims for its members would be severely disrupted if not halted, interfering with the core operation of United's business as well as with the provision of health care and health benefits coverage to United's members.

115. ***Mainframe Operation.*** If United were to lose access to CA Software, there would be immediate effects on the operation of the mainframe system.

116. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

117. *Application Operations.* Loss of the CA Software also would harm United in many other ways.

118. For example, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

119. Additionally, United's UHOne business would be [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

120. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

121. Loss of access to the CA Software and Services also will deprive United of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

122. Beyond [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

123. United has no feasible options to replace the CA Software and Services with an alternative that would forestall the severe and irreparable business disruptions outlined above. As just one example, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

124. The loss of [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

125. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

126. The loss of CA Software would also severely harm other ancillary business functions. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

127. In short, the abrupt loss of CA Software and Services would dramatically and irreparably harm United's business in innumerable ways, with widespread consequences for the millions of parties who rely on United's operations and services on a daily basis.

COUNT ONE (Breach of Contract)

128. United re-alleges and re-incorporates by reference the foregoing allegations.

129. The Agreement is a valid contract between United and Broadcom.

130. United has complied with the Agreement in all material respects. By contrast, Defendants have, in essence, repudiated the Agreement and made clear that its provisions will not be honored.

131. In particular, Defendants have refused to honor Section 4.4 of Exhibit H to the Agreement, which provides that when the terms expire for licenses and associated Maintenance and Support, [REDACTED]

[REDACTED]

132. Defendants' repeated efforts to demand prices [REDACTED] constitutes a material breach of the Agreement.

133. Defendants have also breached Section 10.1 of the Agreement by refusing to execute and fill an order submitted by United in accordance with the Agreement.

134. Specifically, on March 14, 2025, United submitted an order (the March 14 Order) to Broadcom pursuant to the Agreement. In accordance with Section 10.1, the March 14 Order complied with [REDACTED]
[REDACTED]
[REDACTED]

135. Upon receiving the March 14 Order, Broadcom was required by Section 10.1 of the Agreement to "[REDACTED]
[REDACTED]" It did not take any efforts to fulfill the March 14 Order. Instead, on March 17, 2025, Broadcom informed United that it was refusing to fulfill the March 14 Order.

136. Defendants' repeated demands of United since the VMware acquisition also breach other provisions of the Agreement protecting United's rights to obtain continued access to the Software and Services [REDACTED]
[REDACTED].

137. Likewise, Defendants are violating the Agreement by requiring Plaintiff to agree to various conditions to obtain continued access to the Software and Services, including waiver of its rights under the Agreement.

138. Alternatively, Defendants have violated the implied covenant of good faith and fair dealing by threatening to withhold access to the Software and Services as a way

of coercing United into agreeing to price increases and other terms that Defendants have no right to demand under the plain terms of the Agreement.

PRAYER FOR RELIEF

Based on the foregoing, United requests the following relief:

- Preliminary injunctive relief preventing Defendants from cutting off access to any of the CA Software or Services as of April 18, 2025, or as of any date prior to the resolution of this case;
- Permanent injunctive relief enjoining Defendants from denying access to the Software and Services in the March 14 Order (and/or any future, similar orders that are also consistent with the Agreement);
- Award of damages caused by Defendants' breach in an amount to be determined at trial;
- Indemnification for amounts expended by United as a result of Defendants' breach in an amount to be determined at trial;
- Award of United's attorney's fees and costs; and
- Such other relief as the Court deems appropriate.

Dated: April 2, 2025

GREENE ESPEL PLLP

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