

SELF-INSURED VOLUNTARY DISABILITY & PAID FAMILY LEAVE PLAN

For California Employees of Riverbed Technology, Inc.

For Benefit Periods Commencing on or After January 1, 2018

I. Eligibility and Effective Date of Coverage

A. Eligibility

All California Employees of the Employer, working twenty (20) hours per week or more in covered employment as defined in Section 2606 of the California Unemployment Insurance Code, are eligible for coverage under this Plan.

B. Effective Date of Coverage

Individuals employed on or after the effective date of the Plan are covered as of their first day of employment unless coverage is rejected in writing. Any Employee who initially accepts coverage under this Plan may subsequently elect to withdraw from the Plan within ten (10) days following the effective date of any amendment to the Plan, or for any other reason, on the first (1st) day of the first (1st) Calendar Quarter following the date of such election by notifying the Employer in writing. Any Employee who has rejected coverage or who has withdrawn from the Plan and who subsequently elects, in writing, to be covered under the Plan shall be covered on the first (1st) day of the first (1st) Calendar Quarter next following the date of notifying the Employer in writing of such election. The Plan original effective date is January 1, 2010.

C. Termination of Individual Employee Coverage

An Employee's coverage will terminate on the earliest of:

1. at 12:00 midnight on the date of termination of the Employer-Employee relationship;
2. at 12:00 midnight on the fifteenth (15th) day following the commencement of a layoff without pay (a permanent termination of the employment relationship is not a layoff for purposes of this provision regardless of the term used to designate it);
3. at 12:00 midnight on the fifteenth (15th) day following the commencement of a Leave of Absence without pay;
4. the date the individual ceases to be an eligible Employee;
5. the beginning of the Calendar Quarter next following the date the Employee has given written notice of his or her intention to withdraw from the Plan; or
6. the date of termination of the Plan.

Exception: The Voluntary Plan under which an Employee establishes a Care Recipient Period remains liable for all subsequent claims for the same Care Recipient through the end of the 12-month period.

II. Contributions

For 2018, the contribution rate will be 0.60% and the taxable wage ceiling will be \$114,967 of an Employee's annual earnings. In accordance with Sections 984 and 985 of the California Unemployment Insurance Code, the Employee contributions are equal to or less than the contribution rate established by the California Employment Development Department for the California State Disability Plan each year.

III. Disability Benefits

A. Disability Waiting Period

Benefits will commence on the eighth (8th) consecutive day of disability, provided the Employee has been examined by or is under the care of a Physician during some portion of that eight-day period of disability.

B. Amount of Benefits for Disability

The amount of weekly benefit for which an Employee is covered under the Plan (subject to any Plan Limitations and Exclusions) shall be equal to 60% of the Employee's Regular Wages to a maximum weekly benefit amount of \$3,462.

For new claims effective on or after 1/1/2018, CUIC section 2655(e) mandates that Employees who earned less than one-third of the state average quarterly wages during the highest earnings quarter in their Base Period will receive 70% of the highest quarterly earnings of the Base Period. The California Employment Development Department will notify both the Employee and the Claim Administrator in writing of the weekly benefit amount. For Employees whose Regular Wages are less than one-third the state's average quarterly wages, the weekly benefit amount will be 70% of their Regular Wages to the applicable maximum weekly benefit amount. For employees whose Regular Wages are equal or greater than one-third the state average quarterly wages, the weekly benefit amount will be 60% of their Regular Wages to the applicable maximum weekly benefit amount.

In all cases, the weekly benefit amount will be equal to or greater than the employee's benefit as calculated by the Employment Development Department. The Claim Administrator will make any necessary adjustments promptly after receiving such notification if the weekly benefit amount is less than the State Disability Plan. The minimum weekly benefit amount is \$50.00.

C. Benefits for Less Than One (1) Week for Disability

For each day of any period of disability for which benefits are paid and which is less than a full week, the amount of benefit payable shall be one-seventh (1/7th) of the amount of the weekly benefit.

D. Maximum Total Benefit for Disability

The maximum benefit amount payable for any one Disability Benefit Period shall be fifty-two (52) times the applicable weekly benefit amount.

E. Disability Determination

1. A covered Employee may be eligible for disability benefits if he or she:
 - a. is unable to perform his or her regular or customary work because of a physical or mental illness or injury, including but not limited to pregnancy, childbirth, or related medical condition;
 - b. is unable to work because of a written order from a State or local health officer as defined by California Unemployment Insurance Code Section 2626 because he or she is infected with, or suspected of being infected with, a communicable disease;
 - c. is referred or recommended by a Physician to participate as a resident in an approved alcoholic recovery program; or
 - d. is referred or recommended by a Physician to participate as a resident in an approved drug-free residential program.
2. The disability must be supported by a certificate of a Physician or Practitioner, or if hospitalized under the authority of a county hospital in California or a medical facility of the United States, an authorized medical officer of a United States government hospital or medical facility, or a registrar of a county hospital within the State of California. A midwife, nurse midwife, or nurse practitioner

may file a certificate in support of a normal pregnancy or childbirth. However, such Certificate is not required:

- a. if the Employee submits evidence of receipt of temporary disability benefits under a workers' compensation law for any day for which the Employee is entitled to receive Unemployment Compensation Disability (UCD) benefits reduced by such temporary workers' compensation disability benefits;
- b. if any Employee in good faith adheres to the teachings of any bona fide church, sect, denomination or organization which depends entirely upon prayer or spiritual means for healing, the certificate of a duly authorized or accredited practitioner of such bona fide church, sect, denomination or organization as to the disability of the Employee and the estimated duration of such disability, will be accepted;
- c. if an Employee has been referred or recommended by competent medical authority to participate in an approved drug-free residential facility, and an authorized representative of the facility certifies that the Employee is a resident participating in a State approved drug-free residential facility;
- d. if an Employee has been referred or recommended by competent medical authority to participate as a resident of any approved alcoholism recovery home, and an authorized representative of the facility certifies that the Employee is a resident participating in a State approved alcoholism recovery program; or
- e. if an Employee has been ordered not to work by written order from a state or local health officer because the Employee is infected with, or suspected of being infected with, a communicable disease. Such written order shall be acceptable (for the period specified therein) in lieu of a certificate.

F. Reductions in Disability Benefits in Excess of the State Disability Plan

The benefit payments from the Plan in excess of the State Disability Plan benefits will be reduced by any benefits which are paid, payable or which the Claims Administrator determines may be available (whether or not such benefits are applied for) from the following:

1. Social Security Act or similar Act of any government for the Employee, children of the Employee, or the Employee's spouse. Spouse or child awards will reduce the Plan benefit if such awards are made because of the Employee's disability. For purposes of computing the total Social Security offset, any statutory cost of living increases awarded after the initial award will not be used. However, if the initial award is subsequently adjusted to give credit for additional earnings or for any other reason, other than a statutory cost of living increase, the new award will be offset;
2. State disability plan (other than California, except for benefits payable to an Employee as a result of simultaneous coverage shown in Section V. of this Plan) or any Plan providing disability payments pursuant to a compulsory benefit act or law;
3. Workers' compensation and other similar disability payments required by law, attributable to any compromise and release settlements, or lump sum settlements.
4. Any state or public employee retirement or disability plan; or any pension or disability plan or any other nation or political subdivision thereof;
5. Any income received for disability or retirement under the Employer's retirement plan, to the extent that it can be attributed to the Employee's contributions;
6. A no-fault auto law for loss of income, excluding supplemental disability benefits;
7. Recovery amounts that the Employee receives for loss-of-income as a result of claims against a third party by judgment, settlement, or otherwise, including future earnings.

If the Employee either chooses not to apply for or elects to defer or fails to request any of the above benefits, the Claims Administrator will reduce his or her benefits on the basis that the Employee had received the benefit on the earliest date he or she was eligible.

If, however, the Employee does apply for and/or requests any of the above benefits for which he or she may be eligible as determined by the Claims Administrator and the Employee provides the Claims Administrator with written evidence of these applications and/or requests, the Claims Administrator shall have the option of having the Employee sign a promise to repay agreeing to pay the Plan the appropriate amount of the other benefits that are in excess of the State Disability Plan. If the Employee signs the promise to repay, the Claims Administrator will pay the full Plan benefits while the Employee is waiting for his or her "other benefits" payments. Failure to sign the promise to repay will result in a delay in the payment of all or some of the Employee's benefits that are in excess of the State Disability Plan benefit.

G. Limitations and Exclusions for Disability Benefits

1. For residents in an approved alcoholic recovery or drug-free residential programs, the Plan will pay for a period not to exceed ninety (90) days.
2. No Benefits Are Payable:
 - a. for any day on which the Disability is not supported by a certificate from a Physician, Practitioner, or other person authorized to certify Disability.
 - b. For any days for which the Employee is eligible for unemployment insurance benefits from any state (including California), or the federal government.
 - c. For any days for which the Employee is eligible for disability insurance benefits from any state (including California), or the federal government.
 - d. For any days for which the Employee receives wages or Regular Wages from any employer (excluding vacation pay). However, the Employee may receive Wages plus disability benefits that does not exceed the Employee's Regular Weekly Wage, excluding overtime pay, immediately prior to the commencement of the disability.
 - e. For any days for which benefits are payable under a workers' compensation or employer liability law of this state or any other state or the federal government, for temporary disability benefits or permanent disability benefits for the same injury or illness. Voluntary Plan benefits are payable for any difference between the workers' compensation weekly benefit and the Voluntary Plan weekly benefit amount.
 - f. If the Employee is confined by court order, or certification as a dipsomaniac, drug addict, or sexual psychopath.
 - g. If the Employee is incarcerated in any federal, state, or municipal penal institution, jail, medical facility, or public or private hospital or in any other place because of a criminal conviction under a federal, state, or municipal law or ordinance.
 - h. If the Employee's disability is caused by or arises out of the commission of, arrest, investigation, or prosecution of, any crime that results in a felony conviction.
3. Disability Benefits will be limited to the State Disability Plan benefit:
 - a. for any disability arising from participation in a riot or civil disturbance;
 - b. for any disability resulting from intentionally self-inflicted injuries;
 - c. for any disability arising during the extended coverage period following the commencement of a layoff without pay or a leave of absence without pay (except that this limitation will not apply in the case of a temporary shut-down initiated by the Employer)

- d. for any Employee who has declined alternative employment offered by the Employer that is within the Employee's physical capabilities and is comparable in status and compensation to the Employee's former job;
- e. until the Claims Administrator has received objective medical evidence in support of disability that is determined by the Claims Administrator to be satisfactory evidence of Disability. Such objective medical evidence includes, but is not limited to, data and records from his attending Physician, narrative reports, x-rays and other laboratory findings, and consulting Physician reports. This information is required at the initiation of his claim and periodically thereafter as reasonably requested by the Claims Administrator;
- f. during any portion of the Disability Benefit Period when the employee fails to comply with the requirements of Appropriate Care and Treatment recommended by the treating Physician. This limitation shall remain in effect until the Claims Administrator receives satisfactory evidence of compliance from the treating Physician;
- g. for any disability which results from cosmetic surgery which is not necessary to correct an illness or injury;
- h. for any period when benefits are payable under the Paid Family Leave provisions of this plan;
- i. for any disability resulting from a work injury or illness;
- j. if the employee is a temporary worker whose assignment is expected to last less than 2 weeks, an intern, a student worker or a seasonal worker;
- k. if the Employee fails to agree in writing to repay the benefits in excess of the State Disability Plan amount from the proceeds of a settlement or judgment (excluding any portion which is for legal fees or medical expenses) where the Employee's disability is the result of an injury caused by a third-party;
- l. if the Plan becomes obligated to pay benefits while disputing with the State Disability Plan the employee's coverage for benefits under the Plan.

IV. Paid Family Leave Benefits

Any Employee covered under this Plan who takes Paid Family Leave to care for a Family Member's Serious Health Condition or to bond with a Child, will be paid benefits for the period of such leave as follows, subject to the provisions of the "Limitations and Exclusions" listed in Section IV.F.

A. Paid Family Leave Waiting Period

For new claims effective 1/1/2018 or later there is no waiting period for Paid Family Leave benefits. Mothers bonding with their newborn babies following pregnancy disability claims must serve a waiting period in connection with their disability claims but are not assessed an additional waiting period for Paid Family Leave benefits.

B. Amount of Benefits for Paid Family Leave

The amount of weekly benefit for which an Employee is covered under the Plan shall be equal to 60% of the Employee's Regular Wages to a maximum of the State Disability Plan weekly benefit amount in effect at the time of the commencement of the Employee's Paid Family Leave. The Paid Family Leave weekly benefit amount for a claim for bonding by the biological mother will be 60% of the Employee's Wages that was the basis for calculation of the Employee's disability pregnancy claim, to a maximum of the State Disability Plan weekly benefit in effect when her disability commenced.

For new claims effective on or after 1/1/2018, CUIC section 2655(e) mandates that Employees who earned less than one-third of the state average quarterly wages during the highest earnings quarter in their Base Period will receive 70% of the highest quarterly earnings of the Base Period. The California Employment Development Department will notify both the Employee and the Claim Administrator in

writing of the weekly benefit amount. For Employees whose Regular Wages are less than one-third the state's average quarterly wages, the weekly benefit amount will be 70% of their Regular Wages to the applicable maximum weekly benefit amount. For employees whose Regular Wages are equal or greater than one-third the state average quarterly wages, the weekly benefit amount will be 60% of their Regular Wages to the applicable maximum weekly benefit amount.

In all cases, the weekly benefit amount will be equal to or greater than the employee's benefit as calculated by the Employment Development Department. The Claim Administrator will make any necessary adjustments promptly after receiving such notification if the weekly benefit amount is less than the State Disability Plan. The minimum weekly benefit amount is \$50.00.

C. Paid Family Leave Benefits for Less Than One (1) Week

For each day of any period of Paid Family Leave for which benefits are paid and which is less than a full week, the amount of benefit payable shall be one-seventh (1/7th) of the amount of the weekly benefit.

D. Maximum Total Benefit for Paid Family Leave

The maximum benefit payable for any one (1) Paid Family Leave Benefit Period shall be six (6) times the applicable weekly benefit.

E. Paid Family Leave Determination

A covered Employee may be eligible for Paid Family Leave benefits if he or she is unable to perform his or her regular or customary work because he or she is providing care to a seriously ill Family Member or bonding with a new minor Child. Paid Family Leave for bonding claims is limited to the first 12 months following the birth, adoption, or foster care placement of the Child.

1. Providing Care to a Seriously Ill Family Member

The medical eligibility of the Serious Health Condition of the Family Member that warrants the care of the employee must be established by a certificate from a Physician or Practitioner. The information provided must be within the Physician's knowledge and must be based on a physical examination and documented medical history of the Family Member.

2. Bonding with a new minor Child

As provided in 22CCR2706-2 the supporting documentation must provide satisfactory evidence of the birth, adoption, or foster care placement of the Child and verify the relationship of the claimant to the Child.

F. Limitations and Exclusions for Paid Family Leave

1. No benefits are payable:

- a. for any period for which the Employee is eligible for unemployment insurance in California or any other state or the federal government;
- b. for any days for which the Employee receives Wages. However, Wages plus benefits may be paid in an amount, which does not exceed the Employee's regular weekly wage, exclusive of overtime, immediately prior to the commencement of the Paid Family Leave. Wages includes paid time off (or any non-specific paid leave provided by the Employer) if it is used for purposes of Paid Family Leave;
- c. for any period for which benefits are payable under a workers' compensation or employer liability law of California or any other state, or for the federal government, for temporary disability in an amount equal to or in excess of the Paid Family Leave weekly benefit amount for this Plan;
- d. for any period for which benefits are payable under a disability insurance act of California or any other state, or any company plan established in lieu of a state plan; or

- e. for the same period of time in a day for which another family member is ready, willing, able, and available to provide the required care.
2. Paid Family Leave does not provide job protection or return rights. As provided in 22CCR3301(a)-1, an Employee's job may be protected if he/she is eligible for the federal Family Medical Leave Act and the California Family Rights Act. The Employee must notify Human Resources of the reason for taking leave in a manner consistent with the Employer's leave policy.

G. Paid Family Leave Continued Claims

A Paid Family Leave continued claim is a claim for the same care recipient within the same 12-month period, subsequent to the first or re-established claim where there is no interruption of the period for which benefits are claimed.

H. Paid Family Leave Re-established Claims

A Paid Family Leave re-established claim is a claim filed subsequent to a first claim within the same 12-month period. A re-established claim occurs when there is one of the following:

1. An interruption of the period for which benefits are claimed for the same care recipient.
2. Benefits are claimed for a new care recipient.

V. Claim Intake Process

To apply for benefits, you must contact the Claims Administrator Prudential at 1-800-842-1718. Except for good cause, a claim must be filed within sixty (60) days from the first compensable day of disability or Paid Family Leave.

An Employee who files a claim will receive a Notice of Computation (DE 429D) from the Employment Development Department, that shows the minimum amount he or she should be paid. If an Employee was in the military service, received workers' compensation benefits, or did not work because of a trade dispute during his or her Base Period, he or she may be able to substitute wages paid in prior quarters to make the claim valid or increase the benefit amount. If the DE429D shows no benefits due because of extended unemployment during his or her Base Period, the Employee may also be able to substitute wages paid in prior quarters to make the claim valid.

VI. Medical Certification Requirements for Disability and Paid Family Leave

The Employee must establish medical eligibility for each uninterrupted period of Disability or Paid Family Leave by filing a first claim for benefits supported by the Certificate of a treating Physician or Practitioner that establishes the sickness, injury, or pregnancy of the Employee or that warrants the care of the Care Recipient. For subsequent periods of uninterrupted Employee Disability or care of the Care Recipient after the period covered by the initial Certificate or any preceding continued claim, the Employee must file a continued claim for those benefits supported by the Certificate of a treating Physician or Practitioner. A Certificate filed to establish medical eligibility for the Employee's own sickness, injury, or pregnancy or that warrants the care of the Care Recipient must contain:

- A. a diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, if no diagnosis has yet been obtained, a detailed statement of symptoms;
- B. a statement of the medical facts, including secondary diagnoses when applicable, within the Physician's or Practitioner's knowledge, that is based on a physical examination and documented medical history of the Employee or Care Recipient by the Physician or Practitioner;
- C. the Physician's or Practitioner's conclusion as to the Employee's Disability or Care Recipient's need for care; and
- D. a statement of the Physician's or Practitioner's opinion as to the expected duration of the Disability or need for care.

Under the provisions of the California Unemployment Insurance Code, the Employer or its authorized Claims Administrator shall have the right to (A) require supplemental forms from the Physician or those authorized to certify disabilities as often as deemed necessary, and (B) examine, at the Plan's expense, any Employee or Family Member claiming benefits under this Plan. The Plan shall have the sole authority to select the examining physician. Failure of the Employee or Family Member to attend any medical examination, or cooperate with the examiner, without good cause, can result in loss of benefits. Continued medical certification, signed by a certified Physician or Practitioner, must be submitted within twenty (20) days of the date the Employee is issued a notice of final payment or the Employee receives a request for additional medical certification, whichever is later. Additional medical certification may be requested when and as often as may be reasonably required during the period payments may be due under this Plan. For both disability and Paid Family Leave claims, a complete listing of certification requirements will be included in your claim packet.

VII. Disability & Paid Family Leave: Proration of Benefits

A. Simultaneous Coverage for Disability Claims

Simultaneous coverage exists when an Employee is covered by and eligible for disability benefits from more than one disability insurance plan, including the State Disability Plan and one or more Voluntary Plans.

When benefits are paid under simultaneous coverage, the liable plans equally share the State Disability Plan weekly and maximum benefit rate. Additionally, each Voluntary Plan pays the difference between the full State Disability Plan rate and the amount of benefit entitlement under that Voluntary Plan. Each Voluntary Plan is counted as one plan. The State Disability Plan is counted as one plan even if the Employee works for more than one State Disability Plan covered employer.

B. Simultaneous Coverage for Paid Family Leave Claims

Simultaneous coverage exists when a claimant is covered by and eligible from one or more plans (including Voluntary Plan and the State Disability Plan) at the time he or she establishes a Care Recipient Period. The plan(s) under which the Care Recipient Period is established in Paid Family Leave remain liable for all claims associated with the same Care Recipient through the end of the 12-month period, regardless of any change in employment. Liability for Paid Family Leave or Voluntary Paid Family Leave benefits remains with the plan(s) that covered the claimant when the Care Recipient Period was established.

Under simultaneous coverage, each Voluntary Plan is counted as one plan. The State Disability Plan is counted as one plan, even if the Employee works for more than one State Disability Plan covered employer. The plans equally divide the State Disability Plan weekly and maximum benefit rates. Additionally, each Voluntary Plan pays the difference, if any, between the full State Disability Plan benefit and the amount of benefit entitlement under that Voluntary Plan.

VIII. Redirection of Benefits

An eligible Employee may choose to redirect a portion of his or her weekly benefit to cover all or part of the cost of Employee-paid benefits. If so, the Employee must designate in writing, on a form available from the Employer, the weekly amount to be redirected. This redirection may be initiated at the time the Employee applies for Voluntary Plan benefits or at any time while receiving Voluntary Plan benefits. The Employee may terminate or change the terms of the redirection of benefits at any time while receiving Voluntary Plan benefits. See EDD sample form DE 2571(CUIC Section 1345).

IX. Appeals

A. Appeal of Denial of Disability or Paid Family Leave Benefits

An Employee who is denied benefits under the terms of this Plan may appeal the denial within 30 days after service of the denial. An Employee may also appeal if he or she does not receive notice denying benefits within 30 days after the claim was sent to the Voluntary Plan. In such cases, the Employee

must file the appeal after 30 days and within 60 days from the date the claim was sent to the Voluntary Plan. In both cases of denial and lack of notice of denial, the Employee must send the appeal to the Employment Development Department for processing. The Employment Development Department generally does not attend this type of hearing. CUIC Section 2707.2; CCR, Title 22 Section 5007(c).

Written appeals must be signed and shall include the Employee's name and Social Security number, as well as the name of the Employer and the reason for filing the appeal. Appeals for the denial of disability benefits may be sent any Employment Development Department office. Appeals for the denial of the Paid Family Leave benefits must be sent to: Paid Family Leave, PO BOX 997017, Sacramento, CA 95799-7017.

B. Payment of Benefits Pending Appeal

An Employee may elect to continue to receive Disability or Paid Family Leave benefits pending the outcome of a timely appeal to an administrative law judge if the Employee:

1. submits a signed promise to the Voluntary Plan to repay benefits if an Administrative Law Judge rules you are not entitled to further benefits;
2. submits continued certification as required pending the decision; and
3. is otherwise eligible to receive benefits.

This option is not applicable to claims on which the initial determination was a complete denial and no benefits were paid.

C. Disputed Coverage Appeals

An Employee, the Employment Development Department, or the Plan may appeal a denial of coverage for Disability or Paid Family Leave within thirty (30) days of the date the notice of denial was mailed.

In disputed coverage cases in which a denial of coverage is not furnished, an appeal will be filed after twenty-five (25) days and within fifty-five (55) days from the date the appellant sends a request for payment of benefits to the Employment Development Department or Plan. If eligible, the Employee will be paid benefits by the plan that initially received the claim, pending disposition of the disputed coverage appeal (CCR, Title 22 Section 5007(b)).

X. Overpayments

The Employee will be required to repay any overpayment from the Plan to the extent permitted under the California Unemployment Insurance Code Sections 2735. The Employer will make reasonable arrangements with the Employee or his/her legal representative(s) for the repayment to the Plan, including but not limited to, the reduction of future benefits under the Plan or the reduction of future pay from the Employer as allowed under the California Unemployment Insurance Code.

XI. Benefit Enhancement

This Voluntary Plan provides several benefits that are considered better than the State Disability Plan. Some, but not all, of the elements that constitute a greater benefit are as follows:

- A.** Reduced Employee contribution rate (Section II)
- B.** Greater Disability Maximum Weekly Benefit Amount (Section III B)
- C.** Benefits are based upon the Employee's Regular Wages instead of Base Period Earnings (Section XIII CC)
- D.** Increased claim filing deadline (Section V)

XII. Definitions

A. **Base Period** means the following:

If the claim begins in:	The “Base Period” is the twelve (12) months which ended the preceding:
January, February, or March.....	September 30
April, May, or June.....	December 31
July, August, or September.....	March 31
October, November, or December.....	June 30

Your benefit amount is based on the quarter with the highest SDI-taxable wages earned from all your employers within the Base Period.

B. **Calendar Quarter**, as used herein, means a period of three (3) consecutive months commencing with the first (1st) day of January, April, July or October.

C. **Care Recipient**, as used herein, means either the Family Member who is receiving care for a Serious Health Condition, or the Child with whom the claimant is bonding.

D. **Care Recipient Period**, as used herein, means all periods of family care leave or bonding that an Employee takes within a 12-month period to care for the same Care Recipient.

E. **Child**, as used herein, has the same meaning as defined in CUIC Section 3302; means a biological, adopted, or foster son or daughter, a stepson, a stepdaughter, a legal ward, a son or daughter of a Domestic Partner, or the person to whom the Employee stands *in loco parentis*. This definition of a Child is applicable regardless of age or dependency status.

F. **Claims Administrator**, as used herein, is Prudential.

G. **Disability Benefit Period**, as used herein, means the continuous period of unemployment and disability beginning with the first (1st) day with respect to which the individual files a valid claim for benefits. Two (2) consecutive periods of disability due to the same or related cause or condition and separated by a period of not more than sixty (60) days shall be considered as one (1) Disability Benefit Period.

H. **Domestic Partner**, as used herein, is one of the following:

1. Employee’s civil union partner, which is defined as the individual with whom Employee entered into a valid civil union in a state that provides for civil unions; (in case the civil union predates CA residency) or
2. Employee’s same-sex or opposite-sex registered domestic partner as described under California Family Code section 297; (bowing to the CUIC which regulate CA VP) or
3. Employee’s same-sex or opposite-sex domestic partner provided that all of the following requirements are met:
 - a. Employee and domestic partner are each other’s sole domestic partners, are mutually responsible for each other’s common welfare and intend for this to remain so indefinitely;
 - b. Employee and domestic partner share the same principal residence and are mutually responsible for each other’s financial obligations;
 - c. Employee and domestic partner are both age 18 or older (or the age of consent in the state of residence) and are mentally competent to consent to contract;
 - d. Employee and domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in Employee’s state of residence; and
 - e. Neither Employee nor domestic partner are presently married to another person.

- I. **Employee**, as used herein, shall mean any individual whose service with the Employer is considered employment within the meaning of the California Unemployment Insurance Code, and such person is not excluded from coverage under this Plan.
- J. **Employer**, as used herein, means Riverbed Technology, Inc.
- K. **Family Member**, as used herein, has the same meaning as defined in CUIC Section 3302; means Child, Grandchild, Grandparent, Parent, Parent-in-law, Sibling, Spouse, or Domestic Partner.
- L. **Grandchild**, as used herein, has the same meaning as defined in CUIC Section 3302; the Child of the Employee's Child.
- M. **Grandparent**, as used herein, has the same meaning as defined in CUIC Section 3302; the Parent of the Employee's Parent.
- N. **Leave of Absence**, as used herein, shall mean an absence from work that has been approved by the Employer under the Employer's leave of absence policy.
- O. **Paid Family Leave or PFL**, as used herein, means the program that provides up to six (6) weeks of partial wage replacement benefits to workers who take time off to bond with a new Child or to care for a Family Member with a Serious Health Condition.
- P. **Paid Family Leave Benefit Period**, as used herein, means a period of unemployment beginning with the first day an Employee establishes a valid claim for Paid Family Leave to care for a seriously ill Family Member, or to bond with a new minor Child during the first year after the birth or placement of the Child in connection with foster care or adoption. Periods of family care leave for the same care recipient within a 12-month period will be considered one Disability Benefit Period. Periods of disability for pregnancy and periods of bonding leave associated with the birth of that Child will be considered one Disability Benefit Period.
- Q. **Parent**, as used herein, has the same meaning defined in CUIC Section 3302; means a biological, foster or adoptive Parent, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the Employee when the Employee was a Child.
- R. **Parent-in-law**, as used herein, has the same meaning as defined in CUIC Section 3302; the Parent of a Spouse or a Domestic Partner.
- S. **Physician**, as used herein, means physicians and surgeons holding an M.D. or D.O. degree, psychologists, optometrists, dentists, podiatrists, and chiropractic practitioners licensed by California state law and within the scope of their practice as defined by California state law. Psychologist means a licensed psychologist with a doctoral degree in psychology, or a doctoral degree deemed equivalent for licensure by the Board of Psychology pursuant to Section 2914 of the Business and Professions Code, and who either has at least two (2) years of clinical experience in a recognized health setting or has met the standards of the National Register of the Health Service Providers in Psychology. For certification purposes, Physician and Practitioner may be used interchangeably.
- T. **Plan**, as used herein, means a Voluntary Plan established by the Employer pursuant to Part 2 of the California Unemployment Insurance Code relating to Unemployment Compensation Disability benefits.
- U. **Practitioner** means a person duly licensed or certified in California acting within the scope of his or her license or certification who is a dentist, podiatrist, physician assistant or a nurse practitioner, and in the case of a physician assistant or nurse practitioner, after performance of a physical examination and collaboration with a physician and surgeon, or as to normal pregnancy or childbirth, a midwife or nurse midwife. For certification purposes, Physician and Practitioner may be used interchangeably.
- V. **Serious Health Condition**, as used herein, means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider, as defined in Section 12945.2 of the California Government Code.

- W. Sibling**, as used herein, has the same meaning as defined in CUIIC Section 3302; a person related to another person by blood, adoption, or affinity through a common legal or biological Parent.
- X. Spouse**, as used herein, has the same meaning as defined in CUIIC Section 3302; a partner to a lawful marriage as recognized by the Federal Government of the United States.
- Y. State Disability Plan** means the benefits payable from the State Disability Fund pursuant to Part 2 of Division 1 of the California Unemployment Insurance Code (CUIIC).
- Z. 12-Month Period** means the 365 consecutive days that begin with the first day an employee first establishes a valid claim for Paid Family Leave.
- AA. Voluntary Plan or VP** means a Voluntary Plan established pursuant to Part 2 of the California Unemployment Insurance Code (CUIIC).
- BB. Voluntary Plan Family Leave or VPFL** means Paid Family Leave benefits paid by the Voluntary Plan.
- CC. Wages or Regular Wages**, with respect to all eligible Employees as used herein, for the purpose of benefit determination, shall mean basic pay in effect on the date immediately prior to the start of your disability.

XIII. Other Requirements

A. Security

Security, as required by the Employment Development Department, will be deposited to secure the operation of the Plan. The Employment Development Department will determine the amount of the deposit, and the security will be retained a by the State Treasurer.

B. Reports

The Employer agrees to furnish to the Employment Development Department the information, reports, and records, as are required by law.

C. Assessments

The Employer agrees to pay all valid assessments or charges levied by the Employment Development Department in accordance with the California Unemployment Insurance Code. All state assessments and administrative expenses may, at the employers' discretion, be paid for directly from the Voluntary Plan Fund established for this Plan.

D. Withdrawal of Plan

The Plan shall continue in effect for a period of one (1) year from the original effective date and continuously thereafter unless thirty (30) days' advance written notice is given to the Employment Development Department by the Employer or a majority of its employees for the withdrawal of the Plan. Withdrawal will be effective only on the following dates:

1. The anniversary of the effective date of the Plan next following the filing of the notice;
2. The operative date of any law increasing the benefit amounts provided by California Unemployment Insurance Code Sections 2653, 2655, and 3301, or
3. The operative date of any change in the worker contribution rate as determined by Section California Unemployment Insurance Code 984.

XIV. Legislative Disclosure

Assembly Bill (AB) 908 establishes a new methodology for calculating the weekly benefit amount for Disability and Paid Family Leave benefits. The wage replacement rate will increase from 55% to approximately 60% or 70% based on a claimant's income. AB 908, also eliminates the waiting period for Paid Family Leave.

This bill applies to claims on or after January 1, 2018 but before January 1, 2022. For disability periods commencing after January 1, 2000 and before January 1, 2018, the weekly benefit amount computation for State Disability Plan benefits will remain at 55% as outlined in current law.

This Voluntary Plan is AB 908 compliant. (See Section III.B and IV.B).

XV. Compliance

Each Employee covered by this Plan will in all respects be afforded rights at least equal to those afforded by the State Disability Plan and will receive a weekly rate, maximum amount, and duration of benefits at least equal to those which the Employee would have received from the State Disability Plan.

No Employee will be excluded or restricted from this Plan due to age, sex, income, or pre-existing health condition.