

NORTON LIFELOCK

CALIFORNIA VOLUNTARY DISABILITY PLAN

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NORTON LIFELOCK
CALIFORNIA VOLUNTARY DISABILITY PLAN

Original Effective Date: January 1, 2011

Restatement Effective Date: January 1, 2024

I. COVERAGE

A. Eligibility under the Voluntary Plan

All California employees of the Employer in covered employment, as defined in CUIB Section 2606, are eligible for coverage under the Plan.

B. Effective Date of Coverage

Eligible employees whose date of employment is on or before the effective date of the Plan are covered on the effective date unless he or she rejects coverage in writing. Those whose date of employment is after the effective date are covered on their date of employment unless he or she rejects coverage 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 Any employee who has rejected coverage, or who has withdrawn from the Plan, and who subsequently elects, in writing, to be covered under the Plan, will be covered on the first day of the Calendar Quarter next following the date of such election.

C. Termination of Plan Coverage

1. Prior to the commencement of Disability or PFL, an employee's coverage under this Plan will terminate at midnight on the earliest of the following dates:
 - a. The date of Termination of the Employer-Employee Relationship;
 - b. The 15th day following the commencement of a leave of absence without pay or 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);
 - c. The date on which the employee ceases to be an eligible employee;
 - d. The first day of the Calendar Quarter next following the employee's giving notice, in writing, of his or her intention to withdraw from the Plan;
 - e. The date on which this Plan terminates;

- f. The date on which the EDD terminates approval of this Plan;
 - g. The date on which the Employer withdraws from this Plan;
 - h. The date on which a majority of the Employer's employees who are both employed in California and are covered by the Plan withdraw from the Plan; or
 - i. The date on which this Plan is cancelled by an admitted disability insurer or a successor employing unit.
2. Notwithstanding subsection 1 above, the employer-employee relationship is deemed to continue (for purposes of this Plan), and an employee's coverage under this Plan shall not terminate, under any of the following conditions:
- a. The Plan elects to extend its benefits for a specified longer period than required by law.
 - b. A covered employee becomes Disabled or begins Family Care Leave, as applicable, on the same date coverage under the Plan would otherwise be terminated. (NOTE: If a covered employee establishes a claim for PFL benefits prior to Termination of the Employer-Employee Relationship, the Plan is liable for all subsequent claims for the same Care Recipient during the Care Recipient Period. If a covered employee does not establish a claim for PFL benefits before Termination of the Employer-Employee Relationship, the Plan is not liable for PFL benefits.)
 - c. A covered employee is on a leave of absence or a layoff and receives wages from the Employer allocable to the leave of absence or layoff period. Coverage shall not be terminated until 15 full days after the last day for which wages were paid before the period of Disability or Family Care Leave commences.
 - d. A covered employee who is on a leave of absence or layoff without pay becomes Disabled within 15 full days following the last day of work and suffers a second or more unrelated Disability before recovering from the original condition. Coverage shall not be terminated during the uninterrupted period of Disability.
 - e. A covered employee is terminated, laid off, or given a leave of absence without pay while receiving "other benefits" such as workers' compensation, (see CUIC Section 2629 for a full list), and then suffers a second or more unrelated Disability while receiving such "other benefits." Coverage shall not be terminated during the uninterrupted period of Disability, regardless of whether Disability benefits are immediately payable under this Plan.

- f. A covered employee becomes disabled after leaving work due to a trade dispute. Coverage shall not be terminated as long as the trade dispute is in active progress.
- g. A covered employee becomes Disabled due to pregnancy and later begins a period of Family Care Leave to bond with that Child. Coverage shall not be terminated at any time during the Benefit Period.

II. BENEFITS

A. Disability Determination

Any employee who sustains a Disability which begins while he or she is covered under this Plan, will receive a benefit for the period of such Disability, subject to the limitations and provisions stated in this Plan

- 1. An employee may be considered to have sustained a Disability if he or she:
 - a. becomes unable to perform his or her regular or customary work by reason of any physical or mental illness or injury, including but not limited to pregnancy, childbirth or related medical conditions; or
 - b. has been ordered not to work by written order from a state or local health officer because he or she is infected with, or suspected of being infected with, a communicable disease.

Subject to the limitations and provisions stated in this Plan, an employee will be considered to have sustained a Disability if he or she, on referral or recommendation by competent medical authority, participates in either (i) an approved residential facility for the treatment of alcohol or drug abuse, or (ii) an approved outpatient program for the treatment of alcohol or drug abuse which requires attendance for a minimum of 6 hours per day for a minimum of 5 days per week. The maximum number of Disability Benefit Periods payable under this Plan for outpatient treatment for alcohol or drug abuse will be 2. Thereafter, treatment must be conducted on an inpatient basis in order to qualify for benefits.

For residents in approved alcoholic recovery or drug-free residential programs, the Plan will pay for a period not to exceed 30 days or 45 days, respectively. Employees in an approved alcoholic recovery home or drug-free residential facility will receive an additional 60 days or 45 days of benefits, respectively, if the referring Physician certifies to the need for continuing resident service.

- 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, nurse practitioner, or physician assistant may file a certificate in support of a normal pregnancy or childbirth. The medical certificate must contain all of the following:

- a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or where no diagnosis has yet been obtained, a detailed statement of symptoms.

A certificate need not show actual Disability if it states that a claimant, on referral by a Physician, participates as a resident in either an approved alcoholic recovery program or approved drug-free residential program.

- b. A statement of the medical facts within the Physician's knowledge, based on a physical examination and documented medical history of the claimant by the Physician.
- c. The Physician's conclusion as to the claimant's Disability.
- d. A statement of the Physician's opinion as to the expected duration of the Disability.

A certificate will not be necessary if, in accordance with CUIC Section 2708.1, the claimant submits evidence of receipt of temporary disability benefits under a workers' compensation law.

If the claimant adheres to the teachings of a bona fide church, sect, denomination, or organization, and depends entirely upon prayer or spiritual means for healing, the Disability may be supported by a certificate from a duly authorized and accredited practitioner of such church, sect, denomination, or organization.

For any employee who participates in a vocational rehabilitation plan in accordance with the California Labor Code, regular or customary work will mean, upon completion of such plan, only that employment for which the employee has been retrained.

B. PFL Determination

1. A covered employee may be eligible for PFL 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 Family Member with a Serious Health Condition, bonding with a new minor Child, or take time off work due to a "qualifying military event" arising out of the overseas military deployment of the employee's family member. PFL for bonding claims is limited to the first year after the birth, adoption, or foster care placement of the Child.

a. Providing Care to a Family Member With a Serious Health Condition

A covered employee may be eligible for PFL benefits if he or she files a claim and supporting documentation that provides satisfactory evidence of the Family Member's Serious Health Condition. The existence of a Serious Health Condition 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.

The claim must contain all of the following information:

(1) Care Provider Certification

- (a) The claimant's legal name, social security number, date of birth, gender, mailing address, last day worked, reason why he or she is no longer working at his or her last job, and occupation.
- (b) The date upon which he or she requests benefits to begin.
- (c) The claimant's relationship to the Care Recipient.
- (d) The Care Recipient's legal name.
- (e) A statement attesting to whether any other Family Member is ready, willing, able, and available to provide care for the same period of time in a day.

(2) Care Recipient Certification

- (a) The Care Recipient's legal name, social security number, if issued, (absence of the social security number will not disqualify the claimant), date of birth, gender, and residence address.
- (b) The Care Recipient's signature authorizing the treating Physician or Practitioner to release the Care Recipient's protected health information to the Employer, the EDD, and the claimant.

(3) Medical Certification

- (a) The name and date of birth of the Care Recipient.

- (b) A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or where no diagnosis has been obtained, a detailed statement of symptoms.
- (c) The date, if known, on which the condition of the Care Recipient commenced.
- (d) The probable duration of the Care Recipient's condition.
- (e) An estimate of the amount of time that the Care Provider is needed to care for the Care Recipient.
- (f) A statement that the Care Recipient's Serious Health Condition warrants the participation of the claimant to provide care for the Care Recipient. "Warrants the participation of the employee" includes, but is not limited to, providing psychological comfort and arranging "third party" care for the Care Recipient, as well as directly providing or participating in medical care.
- (g) A statement regarding whether disclosure of the Physician's or Practitioner's certificate would be medically or psychologically detrimental to the Care Recipient.
- (h) The Physician's or Practitioner's name, address, license number, and signature.

If a Family Member in good faith adheres to the teachings of a bona fide church, sect, denomination, or organization, and depends entirely upon prayer or spiritual means for healing, the existence of a Serious Health Condition may be supported by a certificate from a duly authorized and accredited practitioner of such church, sect, denomination, or organization. Such certificate must contain a certification of the Care Recipient's Serious Health Condition that warrants the care of the employee and the estimated duration of the condition.

b. Bonding with a New Minor Child

PFL benefits for bonding is limited to the first year after the birth, adoption, or foster care placement of the Child.

A covered employee may be eligible for PFL benefits if he or she files a claim and supporting documentation that provides satisfactory evidence of the birth, adoption, or foster care placement of the Child and that verifies the relationship of the claimant to the Child. The supporting documentation must contain the following:

- (1) The new Child's relationship to the claimant, legal name, date of birth, gender, residence address, and, if available, social security number. Absence of the social security number shall not disqualify the claimant.
- (2) The date of foster care or adoption placement of the new minor Child with the claimant.
- (3) The claimant's signature.
- (4) For maternal, paternal, or registered Domestic Partners, any of the following documents are acceptable to verify the Child's birth:
 - (a) A photocopy of the Child's certified birth certificate.
 - (b) A photocopy of the completed hospital or birthing center documents attesting to the birth of the Child.
 - (c) A letter from the birthing center's or hospital's Director of Medical Records or his or her designate containing the Child's full name, gender, and date of birth, the full name of the mother, full name of the father, if known, or registered Domestic Partner, and a dated signature of the treating Physician, Practitioner, midwife, or Director of Medical Records.
 - (d) For paternal non-Spouse bonding claims, where the individual is not named on a document listed above, a photocopy of California Department of Child Support Services form Declaration of Paternity, CS-909, revision 5/02 or its subsequent revision.
- (5) Verification of the adoption of a Child, which includes a photocopy of any of the following documents:
 - (a) Department of Social Services form Notice of Placement, AD 907, revision 6/01, or its subsequent revision.

- (b) Department of Social Services form Independent Adoption Placement Agreement, AD-924, revision 7/02, or its subsequent revision.
 - (c) A conformed copy of a court order of placement for adoption issued within the United States.
 - (d) The Child's passport clearly showing an Immigration and Naturalization Services (INS) stamp I-551.
 - (e) The Child's adoption certificate from a foreign country's competent local authority with a notarized English translation.
- (6) Verification of foster care placement, which includes any of the following documents:
- (a) A photocopy of the Department of Social Services form Approval of Family Caregiver Home, SOC-815, revision 11/02, or its subsequent revision.
 - (b) A statement on letterhead from the county Department of Social Services or equivalent government entity stating all of the following: (i) the Child's full name, gender, date of birth, and social security number, if issued (absence of the social security number shall not disqualify the claimant); (ii) the resident address where the Child is placed; (iii) the date of foster care placement, including the length of the placement if duration has been established; (iv) the full name(s) of the person(s) with whom the foster care placement is made, including such person's social security account number(s), if available; and (v) the social worker's dated signature, typewritten name, and direct telephone number.

C. Amount of Disability Benefit

For employees whose quarterly wages during the disability base period are less than one-third of the state average quarterly wage, the weekly disability benefit is 70% of the employee's Basic Weekly Earnings, subject to a minimum and maximum. The minimum weekly benefit is \$50. The maximum weekly benefit is \$2,500.

For employees whose quarterly wages during the disability base period are one-third or more of the state average quarterly wage, the weekly disability benefit payable is the higher of: (i) 65% of the employee's Basic Weekly Earnings or (ii)

23.3% of the state average weekly wage, subject to the maximum weekly benefit determined by the EDD.

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

The maximum benefit payable for a Disability during any one Benefit Period will be 52 times the weekly benefit. However, if an employee has been referred or recommended by competent medical authority to participate as a resident or as an outpatient in an alcohol or drug abuse treatment facility, the maximum number of days for which benefits are payable for such treatment will be 90.

D. Amount of PFL Benefit

The PFL weekly benefit amount will be equal to or greater than the State Plan rate, as provided in CUIIC Section 2655.

The PFL weekly benefit amount for bonding claims will be not less than the weekly benefit amount of the Disability claim for the pregnancy associated with that Child. This rule applies, regardless of the amount paid on or duration of the Disability claim for the pregnancy or the amount of wages in the base period used to calculate the PFL weekly benefit amount.

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

The maximum amount payable in PFL benefits during any one Benefit Period will be 8 times the weekly benefit amount, or an amount equal to the total base period wages, whichever is less.

Where a claimant transitions from a Disability (pregnancy) claim to a PFL (bonding) claim, the maximum amount payable on the PFL claim will be 8 times the weekly Disability benefit amount, regardless of the amount paid on or duration of the Disability claim associated with the pregnancy or the amount of wages in the base period used to calculate the PFL weekly benefit amount.

E. Limitations to the Amount of Benefit

Benefits will be limited to the State Plan rate, both as to weekly benefit amount and maximum benefits, for any of the following:

1. An employee classified as Temporary or Part-Time in accordance with the corporate policy of the Employer;
2. A Disability or PFL 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);

3. Any work-incurred Disability for which the employee is receiving, or claims he or she is entitled to receive, workers' compensation cash payments for temporary or permanent disability indemnity; or
4. Any Disability arising during the first 90 days of employment.

F. Disability Waiting Period

For each Disability Benefit Period, the claimant will serve a 7-day, non-payable waiting period. PTO can be used during the 7-day waiting period or the claimant can take it unpaid. Benefits will begin on or by the 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 8-day period of Disability.

G. PFL Waiting Period

There is no PFL waiting period. PFL benefits will begin on the first (1st) day of Family Care Leave.

H. Simultaneous Coverage for Disability Claims

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

Under simultaneous coverage, the plans each pay an equal share of the State Plan's weekly benefit amount. (Each Voluntary Plan is counted as one plan. The State Plan is counted as one plan even if the claimant works for more than one State-Plan-covered employer.) Additionally, each Voluntary Plan pays a portion of the difference between the State Plan's weekly benefit amount and the Voluntary Plan's weekly benefit.

Example:

The claimant has two employers. The claimant is disabled from both jobs and simultaneous coverage is not disputed by either plan.

Employer A is covered by a Voluntary Plan that pays 70 percent of net salary, which equals a weekly benefit amount ("WBA") of \$700.

Employer B is covered by the State Plan, which has a WBA of \$500.

What does the Voluntary Plan owe?

(1/2 of State Plan WBA) + (Voluntary Plan WBA minus State Plan WBA)

(\$500/2) + (700 - \$500)

(\$250) + (\$200) = **\$450**

What does the State Plan owe?

(1/2 of State Plan WBA) = (\$500/2) = **\$250**

What is the Claimant's weekly benefit?

\$450 from the Voluntary Plan + \$250 from the State Plan = **\$700**

I. *Simultaneous Coverage for PFL Claims*

Simultaneous coverage exists when a claimant is covered by and eligible for PFL benefits from more than one disability plan, including one or more Voluntary Plans and the State Plan. The plan(s) under which the Care Recipient Period is established remain liable for all PFL claims associated with the same Care Recipient through the end of the 12-Month Period, regardless of any change in employment. Liability for PFL benefits remains with the plan(s) that covered the claimant when the Care Recipient Period was established.

Under simultaneous coverage, the plans each pay an equal share of the State Plan's weekly benefit amount. (Each Voluntary Plan is counted as one plan. The State Plan is counted as one plan even if the claimant works for more than one State-Plan-covered employer.) Additionally, each Voluntary Plan pays a portion of the difference between the State Plan's weekly benefit amount and the Voluntary Plan's weekly benefit. (See the example in the previous subsection.)

J. *Redirection of Benefits*

An employee who is eligible to receive benefits under this Plan may choose to redirect a portion of his or her weekly benefit to cover all or part of the cost of employee-paid benefits. To execute this option, the employee must designate in writing, on a form available from the Employer, the weekly amount to be so redirected. This redirection may be initiated at the time the employee applies for Plan benefits or at any time while receiving Plan benefits. The employee may terminate, or change the terms of, the redirection at any time while receiving Plan benefits.

III. CONTRIBUTIONS

The specific contribution, if any, required of covered employees will be contained in a statement of coverage provided to each employee. Any required contributions will not

exceed the amount authorized by CUIC Section 3260. For 2024, employee contributions are not required.

IV. EXCLUSIONS

A. Exclusions for Disability Benefits

1. No benefits are payable for any Disability which is not supported by a certificate from a Physician, stating the medical facts, including secondary diagnoses when applicable, within the Physician's knowledge, a conclusion with respect to the Disability of the employee, and an opinion with respect to the probable duration of the Disability. The certificate must also contain a diagnosis or diagnostic code prescribed in the International Classification of Diseases, or, where no diagnosis has yet been obtained, a detailed statement of symptoms. The certificate must be based on a physical examination and a documented medical history.
 - a. For purposes of Disability related to normal pregnancy or childbirth, the certificate of a midwife, nurse-midwife, or nurse practitioner, duly licensed under California law and acting within the scope of his or her practice, will be accepted.
 - b. As to any employee who is hospitalized in or under the care of any medical facility of the United States government, a certificate as to the employee's Disability, signed by any duly authorized medical officer of such facility, will be accepted.
 - c. With respect to an employee who is hospitalized in a county hospital in California, or hospitalized by said county hospital in another hospital, a certificate as to such employee's Disability as shown by his or her hospital chart, signed by the registrar of the hospital, will be accepted.
 - d. If, in accordance with CUIC Section 2629, an employee is entitled to receive benefits under this Plan, reduced by workers' compensation benefits, it will not be necessary that the employee obtain a certificate of a Physician to receive the reduced amount of benefits for any day, provided the employee submits evidence of receipt of temporary disability benefits under a workers' compensation law for that day.
 - e. If any employee in good faith adheres to the teachings of any bona fide church, sect, denomination, or organization, and depends for healing entirely upon prayer or spiritual means, the certificate of a duly authorized or accredited practitioner of such bona fide church, sect, denomination, or organization as to the Disability of the claimant, and the estimated duration of such Disability, will be accepted.

2. No benefits are payable for any period of Disability for which benefits are paid or payable under any unemployment compensation act of the United States or of any state.
3. No benefits are payable for any day for which the employee receives wages from the Employer, except that benefits will be paid for any 7-day week or partial week in an amount not to exceed his or her maximum weekly benefit, or applicable portion thereof, which, together with the wages or regular wages received, does not exceed the wage earned, exclusive of overtime pay, in the last full week of work immediately prior to the commencement of his or her Disability.

For purposes of this subsection, “wages” includes paid time off (or any non-specific leave provided by the Employer) used during a period of Disability, but does not include vacation pay.

4. No benefits are payable for any day of Disability for which the employee receives, or is entitled to receive, benefits in the form of cash payments under a workers’ compensation or employer liability law of this or any other state or of the federal government for (i) temporary disability indemnity, (ii) permanent disability indemnity for the same injury or illness, or (iii) a maintenance allowance; except that if the amount of such cash payment for temporary or permanent disability indemnity, or for a maintenance allowance combined with permanent disability indemnity, is less than the amount he or she would otherwise receive as benefits under this Plan, and, in the case of an employee receiving a maintenance allowance, provided he or she has elected to receive the maximum permanent disability indemnity, the employee will be entitled to receive for such day, if otherwise eligible, disability benefits, reduced by the amount of such cash payment.
5. No benefits are payable for any period of Disability while an employee is confined by court order or certification as a dipsomaniac, drug addict, or sexual psychopath.
6. No benefits are payable if a determination is made that the employee has willfully, for the purpose of obtaining benefits, either made a false statement or representation, with actual knowledge of the falsity thereof, or withheld a material fact in order to obtain any benefits under this Plan. This exclusion will apply to benefits from the date such determination is made and for not less than 7 nor more than 35 subsequent days. If there is a recurrence of the same exclusion, subsequent to the initial exclusion during such period, the period excluded will be extended for an additional period not to exceed 56 days.
7. No benefits are payable to an individual (i) who is incarcerated in any federal, state or municipal penal institution, jail, medical facility, hospital (public or private) or in any other place because of a criminal conviction

under a federal, state or municipal law or ordinance, or (ii) whose Disability is caused by, or arises out of, either the commission of a crime resulting in a felony conviction, or the arrest, investigation or prosecution pursuant to such crime.

8. No benefits are payable for any days for which the employee is eligible for disability insurance benefits from this or any other state or from the federal government.
9. An employee who is entitled to leave under the Family and Medical Leave Act (FMLA) must establish his or her Disability claim concurrent with leave taken under that law.

B. Exclusions for PFL Benefits

1. No benefits are payable for any period for which the employee is eligible for unemployment insurance in this or any other state or the federal government.
2. No benefits are payable 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 Family Care Leave.

For purposes of this subsection, "wages" includes paid time off (or any non-specific leave provided by the Employer) if it is used for purposes of Family Care Leave.

The Employer may require the employee to take up to 2 weeks of earned but unused vacation leave prior to the initial receipt of PFL benefits. If so, up to one week of the vacation leave shall be applied to the waiting period.

3. No benefits are payable for any period for which benefits are payable under a workers' compensation or employer liability law of this or any other state, or for the federal government, for temporary disability in an amount equal to or in excess of the PFL weekly benefit amount under this Plan.

However, if the temporary disability weekly benefit amount is less than the PFL weekly benefit amount, PFL benefits are payable in the amount of the difference.

- a. An employee may supplement a vocational rehabilitation maintenance allowance with permanent disability advances to receive benefits equal to his or her temporary disability amount. In such cases, PFL benefits are payable for any difference between the combined total workers' compensation benefit and the PFL weekly benefit amount.

- b. An employee who chooses not to draw available permanent disability advances to supplement vocational rehabilitation maintenance allowance up to the temporary disability rate is not eligible for PFL benefits.
- c. If permanent disability advances are not available, PFL benefits may be paid for the difference between the maintenance allowance and the PFL weekly benefit amount.

Note: Permanent disability advances alone (i.e., not paid as a supplement to a maintenance allowance) are not in conflict with PFL benefits.

- 4. No benefits are payable for any period for which benefits are payable under a disability insurance act of this or any other state, or any company plan established in lieu of a state plan.
- 5. No benefits are payable 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.
- 6. An employee who is entitled to leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) must establish his or her PFL claim concurrent with leave taken under those laws.

V. OTHER REQUIREMENTS

- A. Security as required by the EDD will be deposited to secure the operation of the Plan. The amount of the deposit will be determined by the EDD and will be deposited with the State Treasurer for the purpose herein specified.
- B. The Employer agrees to furnish to the EDD the information, reports, and records as are required for the proper administration of the Plan.
- C. The Employer agrees to pay all valid assessments or charges levied by the EDD in accordance with the CUIC.
- D. The Plan will continue in effect for a period of one year from the effective date and continuously thereafter unless 30 days' advance written notice is given to the EDD by the Employer or a majority of its employees of the termination of the Plan. Termination will be effective only on the anniversary of the effective date of the Plan next following the filing of the notice of termination; except that the Plan may be terminated on the operative date of any law increasing the benefit amounts provided by CUIC Sections 2653, 2655 and 3301, or the operative date of any change in the rate of worker contributions as determined by Section 984, if notice of such termination of the Plan is transmitted to the EDD not less than 30 days prior to the operative date of such law or change. If the Plan is not terminated on such 30-day notice because of the enactment of a law increasing benefits or because of

a change in the rate of worker contributions as determined by Section 984, the Plan will be amended to conform to such increase or change on the operative date of the increase or change.

VI. COMPLIANCE

The Employer hereby guarantees that each employee covered by this Plan will, in all respects, be afforded rights at least equal to those afforded by the State Plan and will receive a weekly rate and maximum amount and duration of benefits at least equal to those which he or she would have received from the State Plan but for coverage by this Plan.

The Employer guarantees that no employee will be excluded or restricted from this Plan due to age, sex, income, or pre-existing health condition.

VII. CLAIMS

Information on reporting a claim can be obtained on the Employer's intranet site or by contacting Lincoln Financial, the claims administrator appointed by the Employer. After the employee and his or her Physician, or other person authorized to certify the Disability or period of Family Care Leave, have completed and signed the required sections of such forms, they should be mailed to Lincoln Financial. Except for good cause, a claim must be filed within 45 days following the first compensable day of Disability. An extension will be granted for showing of good cause for late filing.

An employee who files a claim will receive a Notice of Computation (DE429D) from the State which shows the minimum amount he or she should be paid. Employees should note the wage quarters used by the State to compute the amount. 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 claim is invalid 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.

Under the provisions of the CUIC, the Employer or its authorized administrator will have the right (A) to require supplemental forms from the Physician or those authorized to certify disabilities as often as deemed necessary, and (B) to require that the employee be examined by a Physician chosen by the Employer, such examinations to be done when and as often as may be reasonably required during the period payments may be due under this Plan.

VIII. APPEALS

A. Appeal of Denial of Benefits

An employee who is denied benefits under the terms of this Plan may appeal the denial within 20 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 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 Plan. In both cases of denial and lack of notice of denial, the employee must send the appeal to the EDD for processing. The EDD, although a party to any appeal, generally does not attend this type of hearing.

Disability appeals may be sent to any EDD office. PFL appeals must be sent to:

Paid Family Leave
PO Box 997017
Sacramento, CA 95799-7017

B. Payment of Benefits Pending Appeal

If Plan initially determines the employee to be eligible and subsequently finds the employee to be ineligible, then as provided in the California Code of Regulations Section 2706-5, an employee may elect to continue to receive Disability or PFL benefits pending the outcome of a timely appeal to an administrative law judge.

C. Disputed Coverage Appeals

An employee, the EDD, or the Plan may appeal a denial of Disability or PFL coverage within 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 shall be filed after 25 days and within 55 days from the date the appellant sends a request for payment of benefits to the Plan or to the EDD.

If eligible, the employee shall be paid benefits by the plan that initially received the claim, pending disposition of the DC appeal.

IX. DEFINITIONS

- A. Basic Weekly Earnings” means the employee’s weekly rate of earnings from the Employer in effect immediately prior to the date Disability begins. Basic Weekly Earnings includes average weekly on-target commissions, which will be averaged over the lesser of: (i) the 12-month period prior to the date Disability begins, or (ii) the period of employment. Basic Weekly Earnings will not include bonuses, overtime pay, fringe benefit or extra compensation other than on target commissions.

- B. “Benefit Period” for Disability purposes means a continuous period of unemployment and Disability beginning with the first day with respect to which a covered employee files a valid claim for Disability benefits under this Plan. Two consecutive periods of Disability due to the same or related condition and separated by not more than 60 days is considered to be one Benefit Period.

“Benefit Period” for PFL purposes, means the period of unemployment beginning with the first day an employee establishes a valid claim for PFL benefits under this Plan.

Periods of Family Care Leave for the same Care Recipient within a 12-Month Period will be considered one Benefit Period.

Periods of Disability for pregnancy and periods of Family Care Leave for bonding associated with the birth of that Child will be considered one Benefit Period.

- C. “Calendar Quarter” means a period of 3 consecutive months commencing with the first day of January, April, July or October.
- D. “Care Provider” means the Family Member who is providing the required care or bonding.
- E. “Care Recipient” means either the Family Member as defined in these definitions, who is receiving care for a Serious Health Condition, or the Child with whom the claimant is bonding.
- F. “Care Recipient Period” means all periods of Family Care Leave that an employee takes within a 12-Month Period to care for the same Care Recipient.
- G. “Child” 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.
- H. “CUIC” means the California Unemployment Insurance Code.
- I. “Disability” means a physical or mental illness or injury that renders an employee unable to perform his or her regular or customary work. “Disability” refers to claims for unemployment disability compensation for an employee’s own illness or injury. “Disability” always refers to non-PFL claims.
- An individual is unable to perform his or her customary work if he or she is ordered not to work by written order from a State or local health officer because he or she is infected with, or suspected of being infected with, a communicable disease.
- J. “Domestic Partner” has the same meaning as defined in Section 297 of the California Family Code.

- K “EDD” means the Employment Development Department of the State of California.
- L “Employer” means Norton LifeLock.
- M. “Family Care Leave” means either of the following:
1. Leave to bond with a new minor Child within the first year of the Child’s birth or placement in connection with foster care or adoption.
 2. Leave to care for a Family Member who has a Serious Health Condition.
- N. “Family Member” means Child, Parent, Parent-in-Law, Grandparent, Grandchild, Sibling, Spouse, or Domestic Partner, all as defined in these definitions.
- O. “Grandchild” means a Child of the employee’s Child.
- P. “Grandparent” means a Parent of the employee’s Parent.
- Q. “Paid Family Leave” or “PFL” means the program that provides up to 8 weeks of wage replacement to workers who take Family Care Leave.
- R. “Parent” means a biological, foster, or adoptive Parent, a step-Parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a Child. This term does not include a Parent-in-Law.
- S. “Parent-in-Law” means the Parent of a Spouse or a Domestic Partner.
- T. “Part-Time” means regularly scheduled to work fewer than 30 hours per week.
- U. “Physician” means any physician, surgeon holding an M.D. or D.O. degree, psychologist, optometrist, dentist, podiatrist, osteopathic and chiropractic practitioner, nurse practitioner, or physician assistant who is duly licensed by California State law and acting within the scope of his or her practice as defined by California State law. However, to certify a claim for Disability benefits for a disability other than normal pregnancy and childbirth, the nurse practitioner or physician assistant must perform a physical examination and collaborate with a physician or surgeon. For the purpose of Disability related to normal pregnancy or childbirth, a midwife, nurse-midwife, or nurse practitioner, duly licensed under California law and acting within the scope of his or her practice, are Physicians.
- V. “Plan” means this plan, which is a Voluntary Plan.
- W. “Psychologist” means a licensed psychologist, licensed in the state of practice, with a doctorate 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 2 years clinical experience in a

recognized health setting, or has met the standards of the National Register of the Health Service Providers in Psychology.

- X. “Practitioner” means any Physician, surgeon holding an M.D. or D.O. degree, psychologist, optometrist, dentist, podiatrist, osteopath and chiropractic practitioner, nurse practitioner, or physician assistant who is duly licensed by California State law and acting within the scope of his or her practice as defined by California State law. However, to certify a claim for Disability benefits for a Disability other than normal pregnancy and childbirth, the nurse practitioner or physician assistant must perform a physical examination and collaborate with a physician or surgeon. For the purpose of Disability related to normal pregnancy or childbirth, a midwife or nurse-midwife, duly licensed under California law and acting within the scope of her or her practice, are Physicians
- Y. “Serious Health Condition” 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.
- Z. “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological Parent.
- AA. “Spouse” means a partner to a lawful marriage.
- AB. “State Plan” means the fund established pursuant to Part 2 of the CUIC and its implementing regulations.
- AC. “Temporary” means a person hired with the expectation that his or her employment with the Employer will not exceed 2 weeks.
- AD. “Termination of the Employer-Employee Relationship” means that employment ceases with no mutual expectation or intention to continue the employment relationship. Reasons for Termination of the Employer-Employee Relationship include, but are not limited to, separation, dismissal, resignation, and retirement.
- AE. “Voluntary Plan” means a voluntary plan established pursuant to Part 2 of the California Unemployment Insurance Code.
- AF. “12-Month Period” means the 365 consecutive days that begin with the first day an employee first establishes a valid claim for PFL.

X. OVERPAYMENTS

The claimant will be required to repay any overpayment from the Plan to the extent permitted under the CUIC and its implementing regulations. The Employer will make reasonable arrangements with the claimant or his or 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 California Code of Regulations.

XI. MISCELLANEOUS

The adoption and maintenance of the Plan will not be considered to be a contract between the Employer and any employee. Therefore, no provision of the Plan will give any employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any employee at any time, irrespective of the effect such discharge may have upon an employee as a participant or prospective participant under the Plan. In addition, no provision of the Plan will be considered to give the Employer the right to require any employee to remain in its employ, or to interfere with any employee's right to terminate his or her employment at any time.

NORTON LIFELOCK

BY:

NAME:

TITLE:

DATE: