



**A SELF-INSURED CALIFORNIA VOLUNTARY
DISABILITY & PAID FAMILY LEAVE PLAN**

For California Employees of
Western Digital Technologies, Inc.
Voluntary Plan # 10-1953

Plan restatement for benefit periods commencing on and after January 1, 2022

A Self-Insured California Voluntary Plan

For California Employees of
Western Digital Corporation and All Designated Companies

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SELF-INSURED CALIFORNIA VOLUNTARY DISABILITY & PAID FAMILY LEAVE PLAN

For California Employees of

Western Digital Corporation and All Designated Companies

For Benefits Commencing on or After January 1, 2022

I. Eligibility and Effective Date of Coverage

A. Eligibility

All California Employees of the Employer, in covered employment as defined in Section 2606 of the California Unemployment Insurance Code (CUIC), are eligible for coverage under this 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. Those whose date of employment is after the effective date are covered on their date of employment. An eligible Employee may reject 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 Any Employee who has rejected coverage, or who has withdrawn from the Plan, and who subsequently elects, in writing, to be covered under the Plan, will be covered on the date the Employer receives written application. Employees, who were covered by the Plan prior to the effective date of this Plan restatement, shall continue their participation, subject to the Limitations and Exclusions of this Plan.

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.

C. Termination of Individual Employee Coverage

1. An Employee's coverage will terminate on the earliest of:
2. at 12:00 midnight on the date of termination of employment by termination of the Employer-Employee relationship (including permanent layoff or reduction in force);
3. at 12:00 midnight on the fifteenth (15th) day following the commencement of a Leave of Absence without pay or a temporary layoff (eligible for recall), without pay, whichever occurs first;
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 Twelve (12)-Month Period.

II. Contributions

For 2022, the Employee contribution rate will be 1.0% and the taxable wage ceiling will be \$145,600 of an Employee's annual earnings. In accordance with CUIC Sections 984 and 985 Employee contributions are equal to or less than the contribution rate established by the Employment Development Department for the State Disability Plan each year.

III. Disability Benefits

A. Disability Waiting Period

Benefits will commence on the sixth (6th) day of disability, provided the Employee has been examined by or is under the care of a Physician during some portion of that five-day period of disability. A disability period equal to or greater than five (5) consecutive days will be paid retroactive to the first (1st) day 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 as follows:

If you are disabled, you will be paid seventy-five percent (75%) of Wages. The gross benefit is reduced by payments received from workers' compensation and/or wages (with the exception of vacation pay).

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 (SDI). The minimum weekly benefit amount is \$50.00.

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

For each full-time, continuous, 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.

If disability is taken intermittently, part-time, or in increments of less than a full week, benefits will be calculated and paid on a wage loss basis, as per CUIC Section 2656.

D. Maximum Total Benefit for Disability

The maximum benefit amount payable for any one (1) Disability Benefit Period shall be fifty-two (52) times the 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 CUIC 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, in accordance with CUIC Section 2708.1, the Employee submits evidence of receipt of temporary disability benefits under a workers' compensation law;
 - 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 an 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. Limitations and Exclusions for Disability Benefits

1. The benefit payments from this Plan will be reduced by weekly workers' compensation benefits to which the Employee is entitled.
2. 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.
3. No benefits are payable:

- a. for any disability which is not supported by a certificate from a treating Physician which contains 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;
- b. for any day for which the Employee receives wages from any employer (excluding vacation pay), except that such benefits will be paid for any seven (7) day week or partial week, in an amount not to exceed his or her maximum weekly amount provided by this Plan, which together with the wages or Wages received, does not exceed his or her weekly wage, exclusive of wages paid for overtime, immediately prior to the commencement of the Employee's disability;
- c. if the Employee is involuntarily confined pursuant to commitment, court order, or certification in an institution, or other place, as a dipsomaniac, drug addict, or sexual psychopath;
- d. for any period of disability for which benefits are paid or payable under any unemployment compensation act of the United States or of any other country;
- e. to an individual who has filed with the California Employment Development Department, and each of his or her employers, a statement declaring the Employee's adherence to the faith or teaching of any bona fide religious sect, denomination, or organization and in accordance with its creed, tenets, or principles, depends upon prayer for healing in the practice of religion, and the Employee's statement disclaims any disability benefits based on Wages paid while such statement is in effect. This limitation is applicable during the period when such exemption is in effect and for a period of three (3) months following recession of such exemption certificate; or
- f. to an individual who is i) incarcerated in any federal, state, or municipal penal institution, jail, medical facility, public or private hospital, or in any other place because of a criminal conviction of a federal, state, or municipal law or ordinance; or ii) who commits a crime and is disabled due to an illness or injury caused by, or arising out of the commission of, arrest for, investigation of, or prosecution of, any crime that results in a felony conviction.

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, to bond with a Child, or to participate in a Qualifying Exigency related to the Covered Active Duty or call to Covered Active Duty of the individual's Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States will be paid benefits for the period of such leave, subject to the provisions of the "Limitations and Exclusions and" listed in Section IV.F.

A. Paid Family Leave Waiting Period

There is no waiting period for Paid Family Leave.

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 seventy-five percent (75%) of the Employee's Wages 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 natural mother will be seventy-five percent (75%) of the Employee's Wages that was the basis for the calculation of the Employee's disability pregnancy claim in effect when her disability commenced.

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 Paid Family Leave

For each day of any full-time, continuous 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.

If Paid Family Leave is taken intermittently, part-time, or in increments of less than a full week, benefits will be calculated and paid on a wage loss basis, as per CUIC Section 2656.

D. Maximum Total Benefit for Paid Family Leave

The maximum benefit payable for any one (1) Paid Family Leave Benefit Period shall be (8) times times the applicable weekly benefit within a Twelve (12)-Month Period.

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, bonding with a new minor Child, or participating in a Qualifying Exigency related to the Covered Active Duty or call to Covered Active Duty of the individual's Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States. 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

As provided in the California Code of Regulations (CCR), Title 22 Section 2706-2, 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 or from an inpatient care facility. The information provided must be within the Physician's or Practitioner's knowledge and shall be based on a physical examination and documented medical history of the Family Member.

2. Bonding with a New Minor Child

As provided in CCR, Title 22 Section 2706-2 the supporting documentation must provide satisfactory evidence of the birth, adoption, or foster care placement of the Child, and verify the relationship of the Employee to the Child.

3. Participating in a Qualifying Exigency

In accordance with CUI Section 3307, the supporting documentation provides satisfactory evidence that the Employee's Spouse, Domestic Partner, Child, or Parent is in the Armed Forces of the United States, is on Covered Active Duty or call to Covered Active Duty status, and the dates of the Covered Active Duty service.

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 Family Care 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. Note: Paid Family Leave benefits are payable for any difference between the Paid Family Leave weekly benefit amount and the temporary disability weekly benefit amount;
- 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 CCR, Title 22 Section 3301(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 Twelve (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 (1st) claim within the same Twelve (12)-Month Period. A re-established claim occurs when there is one (1) 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, the Employee must contact the Claims Administrator, at 888-463-1922 or online at www.metlife.com/mybenefits. Except for good cause, a claim must be filed within forty-one (41) days from the first (1st) 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 military service, received workers' compensation benefits, or did not work due to a trade dispute during his or her Base Period, the Employee may be able to substitute wages paid in prior quarters to establish or increase the Employee's benefit amount. If the DE 429D 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. The Employee can contact the Claims Administrator or the State Disability Insurance field office in his or her local area for further information.

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 CUIC, 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.

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 (1) disability insurance plan, including the State Disability Plan and one (1) 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 (1) plan. The State Disability Plan is counted as one (1) plan even if the Employee works for more than one (1) State Disability Plan covered employer.

B. Simultaneous Coverage for Paid Family Leave Claims

Simultaneous coverage exists when an Employee is covered by and eligible from one (1) 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 Twelve (12)-Month Period, regardless of any change in employment. Liability for Paid Family Leave or Voluntary Paid Family Leave benefits remain with the plan(s) that covered the Employee when the Care Recipient Period was established.

Under simultaneous coverage, each Voluntary Plan is counted as one (1) plan. State Disability Insurance is counted as one (1) plan, even if the Employee works for more than one (1) State Disability Insurance covered employer. The plans equally divide the State Disability Insurance weekly and maximum benefit rates. Additionally, each Voluntary Plan pays the difference, if any, between the full State Disability Insurance rate and the amount of benefit entitlement under that Voluntary Plan.

VIII. Redirection of Benefits

In accordance with CUIC Section 1345, 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 Employment Development Department sample form DE 2571.

IX. Appeals

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

In accordance with CUIC Section 2707.2 and CCR, Title 22 Section 5007(c), an Employee who is denied benefits under the terms of this Plan may appeal the denial within thirty (30) days after service of the denial. An Employee may also appeal if he or she does not receive notice denying benefits within thirty (30) days after the claim was sent to the Voluntary Plan. In such cases, the Employee must file the appeal after thirty (30) days and within sixty (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.

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

As provided in CCR, Title 22 Section 2706-5 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 the Employee is 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

As provided in CCR, Title 22 Section 5007(b), 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.

X. Overpayments

The Employee will be required to repay any overpayment from the Plan to the extent permitted under the CUIC Section 2735. The Employer will make reasonable arrangements with the Employee 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 reduction of future pay from the Employer as allowed under the CUIC.

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. Disability will commence on the sixth (6th) day of disability, but the waiting period is waived for disabilities greater than five (5) consecutive days (Section III.A)
- B. Greater disability benefit replacement rate (Section III.B)
- C. Greater disability maximum weekly benefit amount (Section III.B)
- D. Greater Paid Family Leave benefit replacement rate (Section IV.B)
- E. Greater Paid Family Leave maximum weekly benefit amount (Section IV.B)
- F. Benefits are based upon the Employee’s current Wages instead of Base Period earnings (Section XII.FF)

XII. Definitions

A. Base Period, as used herein, 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

The benefit amount is based on the quarter with the highest SDI-taxable wages earned from all of the Employee’s 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 Employee is bonding.

For the purposes of a Qualifying Exigency, Care Recipient means the:

- 1. Child, Spouse, Domestic Partner, or Parent of the Employee on Covered Active Duty or call to Covered Active Duty in the Armed Forces of the United States; or
- 2. Child or Parent of the military member, who is receiving assistance.

D. Care Recipient Period, as used herein, means all periods of Paid Family Leave that an Employee takes within a Twelve (12)-Month Period to care for the same Care Recipient.

E. CCR, as used herein, means the California Code of Regulations.

F. 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.

G. Claims Administrator, as used herein, is MetLife.

- H. Covered Active Duty**, as used herein, means with respect to a member of the regular Armed Forces of the United States, duty during the deployment of the member with the regular armed forces to a foreign country and, with respect to a member of the reserve components of the Armed Forces of the United States, duty during the deployment of the member of those reserve components to a foreign country under a federal call or order to active duty.
- I. CUIC**, as used herein, means California Unemployment Insurance Code.
- J. 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.
- K. Domestic Partner**, as used herein, has the same meaning as defined in Section 297 of the California Family Code.
- L. Employee**, as used herein, shall mean any individual whose service with the Employer is considered employment within the meaning of the CUIC, and such person is not excluded from coverage under this Plan.
- M. Employer**, as used herein, means Western Digital Technologies, Inc. Voluntary Plan number 10-1953.
- N. 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.
- O. Grandchild**, as used herein, has the same meaning as defined in CUIC Section 3302; the Child of the Employee's Child.
- P. Grandparent**, as used herein, has the same meaning as defined in CUIC Section 3302; the Parent of the Employee's Parent.
- Q. 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.
- R. Paid Family Leave**, as used herein, means the program that provides up to eight (8) weeks of partial wage replacement benefits to Employees who take time off to bond with a new Child, care for a Family Member with a Serious Health Condition, or to participate in a Qualifying Exigency related to the Covered Active Duty or call to Covered Active Duty of the individual's Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States.
- S. Paid Family Leave Benefit Period**, as used herein, means a period of unemployment beginning with the first (1st) day an Employee establishes a valid claim for Paid Family Leave to care for a Family Member with a Serious Health Condition, to bond with a new minor Child during the first (1st) year after the birth or placement of the Child in connection with foster care or adoption, or to participate in a Qualifying Exigency related to the Covered Active Duty or call to Covered Active Duty of the Employee's Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States.

Periods of Paid Family Leave for the same Care Recipient within a Twelve (12)-Month Period will be considered one (1) Care Recipient 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 (1) Care Recipient Period.
- T. Parent**, as used herein, 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.
- U. Parent-in-law**, as used herein, means as used herein, has the same meaning as defined in CUIC Section 3302; the Parent of a Spouse or a Domestic Partner.
- V. 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.
- W. Plan**, as used herein, means a Voluntary Plan established by the Employer pursuant to Part 2 of the CUIC relating to Unemployment Compensation Disability benefits and Paid Family Leave benefits.

- X. Practitioner**, as used herein, 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, (provided the physician assistant or nurse practitioner has performed a physical examination and collaborated with a Physician or surgeon). With regard to a disability resulting from a normal pregnancy or childbirth, Practitioner will also include a midwife, nurse midwife, or nurse practitioner. For certification purposes, Physician and Practitioner may be used interchangeably.
- Y. Qualifying Exigency**, as used herein, has the same meaning as defined in CUIA Section 3302.2; any of the following when related to the Covered Active Duty or call to the Covered Active Duty of an Employee's Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States:
1. Activities undertaken within seven (7) calendar days to address any issue that arises from the call or order.
 2. Attendance in an official ceremony, program, or event sponsored by the military or a family support or assistance program and informational briefing sponsored or promoted by the military, military service organizations, or the American Red Cross.
 3. Any of the following activities related to a minor Child or a Child incapable of self-care because of a disability at the time that the paid leave is to commence: arranging for alternative childcare, providing childcare for the Child on an urgent, immediate need basis, enrolling or transferring the Child to a new school or day care facility, or attending meetings with staff at the Child's school or day care facility.
 4. Making or updating financial and legal arrangements, including military service benefits.
 5. Attending counseling.
 6. Accompanying a Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States while that individual is on short-term, temporary, rest and recuperation leave during the period of deployment in a foreign country, provided that any leave taken for this purpose is for not more than 15 calendar days beginning on the date of commencement for the rest and recuperation leave.
 7. Attending official ceremonies, programs, or events sponsored by the military for a period of 90 days following the termination of the Covered Active Duty of the Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States.
 8. Addressing issues that arise from the death of the Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States while on Covered Active Duty status.
 9. Any of the following activities related to the Parent of the Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States is incapable of self-care by requiring active assistance or supervision over daily self-care in three or more of the activities of daily living or instrumental activities of daily living: arranging for alternative care, providing care, admitting or transferring the Parent to a care facility, or attending meetings with staff at the Parent's care facility.
 10. Any other activities to address other events that arise, provided that the Employer and Employee agree that this leave shall qualify as an Exigency and agree to both the timing and duration of this leave.
- Z. 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.
- AA. Sibling**, as used herein, means as used herein, has the same meaning as defined in CUIA Section 3302; a person related to another person by blood, adoption, or affinity through a common legal or biological Parent.
- BB. Spouse**, as used herein, means a partner to a lawful marriage.
- CC. State Disability Plan**, as used herein, means the benefits payable from the State Disability Fund pursuant to Part 2 of Division 1 of the CUIA. The following criteria is used to calculate the benefits payable from the State Disability Fund:
- When the amount of wages paid during the highest quarter of the Base Period is less than \$926, the weekly benefit amount will be \$50.
- When the amount of wages paid during the highest quarter of the Base Period is \$926 or more and less than one-third (1/3) of the state average quarterly wage, the weekly benefit amount will be 70% of the highest quarterly wage, divided by thirteen (13), rounded up to the next higher whole dollar, subject to the maximum weekly benefit as determined under the CUIA.

When the amount of wages paid during the highest quarter of the Base Period is one-third (1/3) or more of the state average quarterly wage, the weekly benefit will be the greater of:

1. 23.3% of the state average weekly wage, or
2. 60% of the highest quarterly wage, divided by thirteen (13), rounded up to the next higher whole dollar, subject to the maximum weekly benefit as determined under the CUIC.

DD. Twelve (12)-Month Period, as used herein, means the 365 consecutive days that begin with the first (1st) day an Employee first establishes a valid claim for Paid Family Leave.

EE. Voluntary Plan, as used herein, means a Voluntary Plan established pursuant to Part 2 of the CUIC.

FF. Wages, as used herein, means gross salary or wages last calculated by the Employer prior to the commencement of the Employee's Disability Benefit Period or Paid Family Leave Benefit Period. (The Employer calculates this on a monthly basis.)

For variable incentive plan (VIP) participants, this term includes commissions paid during the prior fiscal year prior to the commencement of the Employee's Disability Benefit Period or Paid Family Leave Benefit Period.

For Employees who did not participate in the variable incentive plan (VIP) participants, this term includes Employee contributions made through a salary reduction agreement to an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement; an executive non-qualified deferred compensation arrangement; and the Employee's fringe benefits under an IRC Section 125 plan.

For all Employees, this term excludes awards and bonuses; overtime pay; the grant, award, sale, conversion and/or exercise of shares of stock or stock options; Employer's contributions to any deferred compensation arrangement or pension plan; or any other type of compensation from the Employer not specifically included in the definition of Wages.

XIII. Other Requirements

A. Security

Security, as required by the Employment Development Department, will be deposited to secure the operation of the Plan. The amount of the deposit shall be determined by the Department and shall be deposited as specified by the State Treasurer for the purpose herein specified.

B. Reports

The Employer agrees to furnish to the 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 CUIC. All state assessments and administrative expenses may 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 effective date and continuously thereafter unless thirty (30) days' advance written notice is given of the termination of the Plan. Termination shall be effective only on the anniversary of the effective date of the Plan next following the filing of the notice; except that the Plan may be terminated on the operative date of any law increasing the benefit amounts provided by Sections 2653 and 2655 or the operative date of any change in the rate of worker contribution as determined by Section 984, if notice of the termination of the Plan is transmitted to the Director of Employment Development not less than thirty (30) days prior to the operative date of such law or change. If the Plan is not terminated on such thirty (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 shall be amended to conform to such increase or change on the operative date of the increase or change.

XIV. Legislative Disclosure

Assembly Bill (AB) 138 extends the sunset date of the State Disability Plan's replacement rate of 60% or 70% of an Employee's weekly salary, depending on income, from January 1, 2022 to January 1, 2023.

XV. 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 Disability Plan and will receive a weekly rate and maximum amount and duration of benefits at least equal to those which the Employee would have received from the State Disability Plan but for coverage by this Plan. Except as otherwise provided, this Plan will be administered in conformity with all applicable rules and regulations governing the State Disability Plan.