

UNEMPLOYMENT COMPENSATION DISABILITY BENEFITS

VOLUNTARY PLAN

FOR CALIFORNIA EMPLOYEES OF

ADOBE SYSTEMS INC.

Effective Date of Plan: January 1, 2013

The provisions of this restatement of the Plan apply to Disability Benefit Periods beginning on or after January 1, 2020

PLAN ENHANCEMENT

There is no maximum benefit amount.

ELIGIBILITY

All Employees are eligible for coverage under this Plan. Individuals in employment on the effective date of this Plan shall be immediately eligible for coverage under the Plan. Individuals employed on or after the effective date of the Plan shall become eligible for coverage on the dates of their employment.

EFFECTIVE DATE OF COVERAGE

All Employees are covered by the Plan on the effective date of the Plan unless coverage is rejected in writing. Individuals employed after the effective date of the Plan are covered as of their date 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 the Plan or any amendments to the Plan as of the first (1st) day of the Calendar Quarter immediately following the date of such reelection by notifying the Employer in writing. Coverage will commence for any Employee who has rejected or withdrawn his or her coverage and subsequently elects in

writing to be covered, as of the first (1st) day of the Calendar Quarter immediately following the date the Employee has elected coverage.

Any Employee who has rejected coverage or who has withdrawn from the Plan and who subsequently elects, in writing, to be covered under the Plan shall be covered on the first (1st) day of the Calendar Quarter next following the date of notifying the Employer in writing of such election.

EMPLOYEE DISABILITY BENEFITS

Benefits

Any Employee covered under this Plan who becomes disabled by any physical or mental illness or injury, so as to prevent him or her from performing his or her regular or customary work, or who is referred or recommended by competent medical authority to an approved alcoholic recovery home and is participating as a resident in an approved alcoholism recovery program, or to an approved drug-free residential facility and is participating as a resident in an approved drug-free residential program, will be paid benefits for the period of such disability as set forth in the following schedule, subject to the limitations and provisions hereinafter stated, specifically including the provisions set forth in the last section under the heading "Compliance". Benefits will be provided to individuals receiving out of state residential alcoholic recovery home or drug-free residential care in a program that has been licensed by or has satisfied a program review by the state in which the facility is located. Licensed nurse/midwives, nurse/practitioners and physician assistants may certify to normal pregnancy and childbirth-related disabilities.

Medical Certification

In order to receive benefits under this Voluntary Plan, the claimant must provide a Certificate of Medical Eligibility, stating the medical facts within the Physician's knowledge, and a conclusion with respect to the probable duration of the Disability. This Certificate must be based upon a physical examination and documented medical history. In addition, this Certificate must contain a diagnosis and International Classification of Diseases ("ICD") diagnostic code, including secondary diagnosis when applicable, or, where no diagnosis has been obtained, a detailed statement of symptoms.

A certificate will not be necessary:

- 1) if in accordance with California Unemployment Insurance Code Section (CUIC) Section 2708.1, the claimant submits evidence of receipt of temporary disability benefits under a workers' compensation law

- 2) 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
- 3) if 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
- 4) if, pursuant to CUIC 2626.1, an individual is a resident in an alcoholic recovery home (whether such alcoholic recovery home is located within or without the State) for a period not in excess of thirty days in any Disability Benefit Period while receiving resident services, if an authorized representative of the alcoholic recovery home certifies that the individual is a resident participating in an alcoholic recovery program. The individual shall be eligible for disability benefits for an additional period, not in excess of sixty days, if the referring Physician certifies to the need of the individual for continuing resident services.

Waiting Period

Weekly benefits will begin on the eighth day of Disability.

Successive Periods of Disability

Two consecutive periods of Disability due to the same or related cause or condition and separated by a period of not more than sixty days during which the Employee performs all the material and substantial duties of his regular occupation, will be considered part of the same disability (a “recurrent disability”) and no new waiting period will apply.

Amount of Disability Benefit

For Full Time Employees making more than one-third of the state’s average quarterly wage:

from the first (1st) compensable day of Disability through the 63RD compensable day of Disability, benefits equal 100% of an individual’s Eligible Earnings. From the 64TH day through the 120th compensable day of Disability benefits equal the higher of 66 2/3% of an individual’s Eligible Earnings. Benefits from the 121st day through the 365th compensable day of Disability will be paid at the higher of 60% of an individual’s Eligible Earning or 23.3% of the State Average Weekly Wage for the current plan year in which the Disability Benefit Period commences with a minimum weekly benefit of \$50.

For Full Time Employees making one-third or less of the state’s average quarterly wage:

from the first (1st) compensable day of Disability through the 63RD compensable day of Disability, benefits equal 100% of an individual’s Eligible Earnings. From the 64TH day

through the 365th compensable day of Disability benefits equal 70% of the Employee's weekly Earnings for the current plan year in which the Disability Benefit Period commences with a minimum weekly benefit of \$50.

For Interns and Part Time Employees:

The weekly benefit for Interns and Part Time Employees making one-third or less of the state's average quarterly wage shall be equal to 70% of the Employee's weekly Earnings for the current plan year in which the Disability Benefit Period commences with a minimum weekly benefit of \$50.

The weekly benefit for Interns and Part Time Employees making more than one-third of the state's average quarterly wage shall be equal to the higher of 60% of weekly Earnings or 23.3% of the State Average Weekly Wage for the current plan year in which the Disability Benefit Period commences with a minimum weekly benefit of \$50.

If, during a period for which a claimant is entitled to benefits, the claimant is disabled for less than a full week, one-seventh (1/7) of weekly benefit amount for each day of disability will be paid.

Workers' compensation benefits will be deducted from the claimant's benefit payment.

Weekly benefit payments are subject to the limitations specified in the Limited to State Rate section of this document.

Maximum Benefits

For all Full-time Employees - the maximum amount payable for any one period of Disability is the daily benefit shown in the Amount of Benefits section above, times the number of days that benefit is payable.

For Interns and Part-time Employees – the maximum amount payable for any one period of Disability is the maximum benefit payable under the State Plan.

No benefits are payable for any day for which the Employee receives wages from the Employer, except that such benefits will be paid for any seven-day week or partial week of disability, in an amount not to exceed the Employee's maximum weekly amount, which together with the wages does not exceed the Employee's weekly wage exclusive of wages paid for overtime work, immediately prior to the commencement of disability.

PAID FAMILY LEAVE BENEFITS

Benefits

Any Employee covered under this Plan who 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 in the care of a new minor Child, may be eligible for Paid Family Leave (PFL) benefits under this Plan. PFL for bonding claims is limited to the first year after the birth, adoption, or foster care placement of the Child.

In order to receive PFL benefits under this Voluntary Plan, the claimant must provide proof of absence to bond with a Child during the first year after the birth, adoption, or foster placement of the Child or proof of the Serious Health Condition that required the Employee's presence.

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, Physician Assistant or practitioner or if hospitalized, by a medical provider in a medical facility of the United States. 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.
 - f) The claimant's signature.

- 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 Family Member's 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 Serious Health Condition.

Bonding with a New Minor Child

PFL eligibility 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 claim must contain all of the following information:

- 1) Employee certification of the new child's name, relationship to the claimant, date of birth, gender and residence address as well as the Employee's signature.
- 2) Child's Eligibility Certification including
 - a) New Child's legal name, date and place of birth, gender and, if available, social security number. Absence of the social security number shall not disqualify the claimant
 - b) The date of foster care or adoption placement of the new minor Child with the claimant.
 - c) For maternal, paternal, or registered Domestic Partners to verify the Child's birth, one of the following:
 - i. A photocopy of the Child's certified birth certificate
 - ii. A photocopy of the completed hospital or birthing center documents attesting to the birth of the Child
 - iii. A letter from the birthing center's or hospital's Director of Medical Records or his or her designee 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, Physician Assistant, 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.
 - e) For an adopted Child, one of any of the following documents.
 - i. An official notice from the Department of Social Services as defined in the CUIC.
 - ii. A certified copy of the court order of placement for adoption issued within the United States.
 - iii. The Child's passport clearly showing an Immigration and Naturalization Services (INS) stamp I-551.
 - iv. The Child's adoption certificate from a foreign country's competent local authority with a notarized English translation.

Waiting Period

Providing Care to Seriously Ill Family Member:

Benefits will begin on the first day of family care leave and in the event of a Serious Health Condition of a Family Member, provided that Family Member has been examined by or is under the care of a Physician during some portion of the initial period of disability.

Bonding:

Benefits will begin on the first day of bonding leave provided proof is presented that the Child meets the definition of “Child” as contained in the Definitions section of this document.

Amount of Paid Family Leave Benefits

The weekly benefit for Employees making one-third or less of the state’s average quarterly wage shall be equal to 70% of the Employee’s weekly Earnings for the current plan year in which the Disability Benefit Period commences with a minimum weekly benefit of \$50.

The weekly benefit for Employees making more than one-third of the state’s average quarterly wage shall be equal to the higher of 60% of weekly Earnings or 23.3% of the State Average Weekly Wage for the current plan year in which the Disability Benefit Period commences with a minimum weekly benefit of \$50.

Maximum Benefits

The maximum amount payable for any one period of PFL is six times the weekly benefit amount. No more than six weeks of family leave benefits shall be paid within any 12-month Period.

No benefits are payable for any day for which the Employee receives wages or regular wages from the Employer, except that such benefits will be paid for any seven-day week or partial week, in an amount not to exceed the Employee’s maximum weekly amount, which together with the wages or regular wages does not exceed his/her weekly wage, exclusive of wages paid for overtime work, immediately prior to the commencement of paid family leave.

For Paid Family Leaves beginning on June 30, 2020 or before, the maximum benefit payable for one period of Paid Family Leave is six times 60% or 70% of your weekly earnings, based on your income, to a maximum weekly benefit of \$1,300 during the twelve-month period that begins with the first day that you establish a valid claim for Paid Family Leave.

For Paid Family Leaves beginning on or after July 1, 2020, the maximum duration will increase from 6 weeks to 8 weeks.

RIGHT TO REDIRECT BENEFITS

An individual 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. In order to allow the Employer to redirect a portion of the Voluntary Plan benefit, the Employee must designate in writing, on a form available from the Employer, the weekly amount to be redirected for payment of the Employee's paid benefit. 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 Voluntary Plan redirection of benefits at any time while receiving benefits under this Voluntary Plan.

TIME PERIOD FOR FILING CLAIMS

No benefits hereunder shall be payable if a claim therefore is not filed within forty-two days of the first compensable day of the disability for which claim is sought, unless there is "good cause" for the delay in filing. Failure to timely file a claim without good cause may result in the loss of benefits for the number of days that the claim is filed late.

APPEALS

An Employee who is denied benefits under the terms of this Plan may appeal the denial. Appeals may be made in person or in writing at any office of the California Employment Development Department within thirty (30) days from the date the notice of denial is mailed. Written appeals must be signed and must 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 can be sent to:

State of California
Employment Development Department
P.O. Box 989777
West Sacramento, CA 95798-9777

An Employee may elect to continue to receive Disability or FTD benefits pending the outcome of a timely appeal to an administrative law judge when the Voluntary Plan had determined the

Employee initially eligible and subsequently found the Employee to be ineligible, as described in the California Code of Regulations.

A Claimant is determined to be initially eligible when, after filing the first claim, the Claims Administrator determines that all of the following exist:

- i. The claimant is disabled.
- ii. The claimant has received one or more disability benefits payments.
- iii. The claimant has filed a claim in accordance with authorized regulations (Title 22 CA CCR).
- iv. The claimant has a monetarily valid claim.
- v. The claimant has not exhausted the maximum benefit amount for the disability benefit period of the claim.
- vi. The claimant is otherwise eligible.
- vii. The initial determination is not subject to reconsideration under subdivision (a) of Section 2707.5 of the code.
- viii. The initial benefit amount has not been recomputed under subdivision (b) of Section 2707.5 of the code and determined to be monetarily invalid.
- ix. The Claims Administrator has not determined that the claimant is ineligible for benefits based on a new set of facts or conditions unless the new determination of ineligibility meets all the other conditions of this subdivision.

In the event that the calculation of a benefit under this Plan results in an overpayment to the Employee for any reason, the Employee shall be required to repay such overpayment to the Plan only to the extent permitted under the California Unemployment Insurance Code and the California Code of Regulations. The Employer will make reasonable arrangements with the Employee or his/her legal representative for the repayment to the Plan of such overpayment, including but not limited to, reduction of future benefits under the Plan or the reduction of future pay from the Employer as allowed under the California Unemployment Insurance Code and the California Code of Regulations.

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 Section 3260 of the California Unemployment Insurance Code. For 2020, the contribution rate is 1.0%.

EXCLUSIONS

The plan contains certain exclusions, as follows:

- 1) No benefits are payable for any disability not certified by a Physician, surgeon, optometrist, dentist, podiatrist, osteopath, nurse midwife/practitioner, physician assistant, qualified licensed Psychologist, or chiropractor practicing within the scope of his or her license, by an authorized medical officer of the United States Government, or by a religious practitioner accredited by a bona fide church, sect, denomination, or organization that depends on spiritual means for healing. As respects any day for which an Employee is entitled to receive, in addition to a reduced unemployment compensation disability benefit, payment of temporary disability indemnity under a workers' compensation law, such Employee shall not be required to obtain certification as required above if he or she submits evidence of receipt of workers' compensation for such days, and a certificate showing the Employee has been referred or recommended by competent medical authority to participate as a resident in either an alcoholism recovery program or a drug-free residential program in an approved recovery home or approved drug-free residential facility, need not show actual disability.
- 2) No benefits are payable for any day of unemployment and disability for which the Employee receives, or is entitled to receive benefits or cash payments for:
 - a) temporary disability indemnity, under a workers' compensation or Employer liability law of this State, or any other State, or of the Federal Government
 - b) a maintenance allowance, except when certain conditions are met
 - c) permanent disability benefits for the same injury or illness under the Workers' Compensation law of this State, any other state, or the Federal Government. If such cash payments for temporary disability, maintenance allowance combined with permanent disability indemnity, or permanent disability are less than the amount the Employee would otherwise receive as benefits under this Plan, the Employee shall be entitled to receive for such days, if otherwise eligible, disability benefits, reduced by the amount of such cash payments.
- 3) No benefits are payable for any period of disability for which benefits are payable under any unemployment compensation act of this State, or any other state or of the Federal Government.
- 4) No benefits are payable for any period of disability during which the Employee is confined, pursuant to commitment or court order or certification, in an institution or other place as a dipsomaniac, drug addict, or sexual psychopath.
- 5) No benefits are payable to an individual who is (a) 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 (b) who commits a crime and is disabled due to an illness or injury, caused by, or arising out of the commission of, arrest, investigation, or prosecution of any crime that results in a felony conviction.

6) No benefits are payable for any days for which the Employee receives wages from the Employer. However, the Employee may earn wages plus benefits as long as the combined amount does not exceed the Employee's regular weekly wage, excluding overtime pay, immediately prior to the commencement of the disability.

BENEFITS LIMITED TO STATE RATE

Employees will be limited to the State Plan level of benefits payable from this Plan under the following circumstances:

- 1) 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 the Employee's attending Physician, narrative reports, x-rays and other laboratory findings, and consulting Physician reports. This information is required at the initiation of an Employee's claim and periodically thereafter as reasonably requested by the Claims Administrator.
- 2) Until the Claims Administrator determines that the Employee is receiving appropriate care and treatment from a Physician.
- 3) Disability is the result of intentionally self-inflicted injuries or attempted suicide, whether committed while sane or insane.
- 4) Disability is due to participation in a felony or as a result of such participation.
- 5) Disability is the result of war or act of war, or while in the military service of any country that is at war, unless as a U.S. expatriate or on temporary assignment in a war area on Company business.
- 6) Disability is a result of active participation in a riot.
- 7) Disability is due to a vague or indefinable condition (such as "tiredness" or "pain"), for which the treating physician cannot provide a medical diagnosis.

BENEFIT REDUCTIONS

Benefits in excess of the State Plan may be reduced by any “other income benefits” you receive (or to which you are entitled). Other income benefits may include:

- 1) Disability benefits from a government plan, other than Social Security. Any benefits (except medical or death benefits) or any amount received in a settlement or compromise, under any Workers’ Compensation Act (or similar law), occupational disease law, any compulsory benefit act or law, or the Maritime Doctrine of Maintenance, Wages or Cure.
- 2) Retirement benefits, disability benefits or similar benefits (not including Employee contributions) from a retirement plan sponsored by the Employer, the policyholder or an associated company.
- 3) Retirement benefits from a government plan including dependent benefits, payable because of Employee’s retirement.
- 4) Early retirement benefits from a retirement plan will be included only if elected and/or they would not reduce the normal retirement benefit under the retirement plan sponsored by the Employer.

The Claim Administrator may estimate the “other income benefits” the Employee is entitled to receive, even if those benefits have not been applied for or awarded.

SIMULTANEOUS COVERAGE

In the case of any period of disability for which an Employee entitled to benefits hereunder is simultaneously covered by one or more other plans (including voluntary plans and the State Disability Fund) and accordingly is entitled to other unemployment compensation disability benefits on account of the same disability, the amount payable for such period shall be:

- 1) The amount, if any, by which the benefits to which the Employee otherwise would have been entitled under this Plan exceed the benefits to which he or she would have been entitled under the California Unemployment Insurance Code if he or she had not been covered by any voluntary plan, plus
- 2) The quotient of the amount of benefits to which the Employee would have been entitled under the California Unemployment Insurance Code had he not been covered by any voluntary plan, divided by the number of plans (including voluntary plans and the State Disability Fund) under which he or she is simultaneously entitled to benefits.

TERMINATION OF COVERAGE

An Employee's coverage under this Plan will terminate:

- 1) upon termination of the Plan, or
- 2) at midnight on the date of termination of employment by termination of the Employer-Employee relationship, or at the end of the month following 30 days after a leave of absence without pay or a lay-off without pay begins, or
- 3) at the end of the Calendar Quarter in which the Employee notifies Adobe Systems, Inc. in writing of the desire to terminate, or
- 4) on the date an Employee ceases to be an eligible California employee.

OTHER REQUIREMENTS

- 1) 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 with the State Treasurer for the purposes herein specified.
- 2) Adobe Systems, Inc. agrees to furnish to the Department such information, reports, and records as are required for the proper administration of this Plan.
- 3) Every Employee covered under this Plan who leaves work due to pregnancy or non-occupational sickness or injury will be given a notice of his or her rights under this Plan. This notice will take the form of a copy of this Plan document.
- 4) Adobe Systems, Inc. agrees to pay all valid assessments or charges levied by the Employment Development Department in accordance with the California Unemployment Insurance Code, except that payments under California Unemployment Insurance Code Section 3252 (b) shall be paid from this Voluntary Plan.
- 5) The Plan shall continue in effect for a period of one year from the effective date and continuously thereafter unless 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 amount provided by Sections 2653 and 2655 of the Unemployment Insurance Code or 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 shall be amended to conform to such increase or change on the operative date of the increase or change.

COMPLIANCE

Adobe Systems, Inc. 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 Fund and will receive a weekly rate and maximum amount and duration of benefits not less than those which would have been paid from the State Disability Fund but for his coverage by this Plan.

DEFINITIONS

- 1) “Calendar Quarter” means a period of three (3) consecutive months commencing with the first day of January, April, July or October.
- 2) “Care Provider” means the Family Member who is providing the required care or comfort.
- 3) “Care Recipient” means the Family Member or Child who is receiving care or comfort for a Serious Health Condition, or new child bonding.
- 4) “Child” means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a Domestic Partner, or the person to whom the Employee stands in loco parentis.
- 5) “Claims Administrator” means Lincoln Life Assurance Company of Boston.
- 6) “CUIC” means the California Unemployment Insurance Code.
- 7) “Disability Benefit Period” 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 benefits. “Domestic Partner” has the same meaning as defined in Section 297 of the Family Code.
- 8) “EDD” means the Employment Development Department of the state of California.
- 9) “Eligible Earnings” means:
For non-commissioned employees, "Eligible Earnings" means the Employee's basic weekly earnings in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.
For commissioned employees, “eligible earnings" is based on Total Target Compensation (basic weekly earnings plus target commissions for the year) in effect immediately prior to the date the claim begins. Eligible earnings will not include bonuses, overtime pay and extra compensation other than commissions.
- 10) “Employee” means any individual whose service with the company is considered

employment within the meaning of the CUIC.

- 11) “Employer” means Adobe Systems, Inc. as employs the Employee.
- 12) “Family Member” means a Child, Parent, Spouse, Domestic Partner, Grandparent, Grandchild, Sibling, or Parent-in-law as defined in Section 3302 of the California Unemployment Insurance Code.
- 13) “Full-time Employee” means an Employee scheduled to work 24 hours or more per week.
- 14) “Grandchild” means a child of the employee’s child.
- 15) “Grandparent” means a parent of the employee’s parent.
- 16) “Intern“ means an Employee who is aggressively pursuing a degree at an accredited college and/or university who is employed by the Company pursuant to a work plan on a short-term basis. An individual working under such an arrangement will be classified as an intern even if he does not received academic course credit from the college or university upon completing the terms of employment.
- 17) “Paid Family Leave” and “PFL” means unemployment compensation disability insurance paid to an Employee who suffers a wage loss when he or she takes time off work to care for a seriously ill Family Member or bond with a new Child.
- 18) “Parent” 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.
- 19) “Parent-in-law” means a Parent of a Spouse or Domestic Partner.
- 20) “Part-time Employee” means an Employee regularly scheduled to work less than 24 hours per week.
- 21) “Physician/Practitioner” – means a person duly licensed or certified in California acting within the scope of his or her license or certification who is a physician, surgeon, dentist, optometrist, osteopath, podiatrist, chiropractor, qualified licensed psychologist, nurse practitioner or physician assistant.

In the case of a nurse practitioner or physician assistant, 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 who is duly licensed or certified in California acting within the scope of his or her license or certification. “Plan” means this plan, which is a Voluntary Plan established pursuant to Part 2 of the California Unemployment Insurance Code relating to unemployment compensation disability benefits.

- 22) “Psychologist” means a psychologist, licensed in the state of practice, with a doctorate degree in psychology 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.
- 23) “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 continuing supervision by a Physician or licensed health Care Provider, as defined in Section 12945.2 of the Government Code.
- 24) “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- 25) “State” means the state of California.
- 26) “State Disability Fund” means the fund established pursuant to Part 2 of the California Unemployment Insurance Code.
- 27) “State Plan” and “State Rate” mean the benefits payable from the State Disability Fund pursuant to Part 2 of the California Unemployment Insurance Code.
- 28) “Statement of Coverage” means a summary statement of the benefits provided by the Plan. In the event of a discrepancy between this document and the Statement of Coverage, this document governs in all cases.
- 29) “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 not limited to, separation, dismissal resignation, and retirement.
- 30) “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.
- 31) “Voluntary Plan” means a voluntary plan established pursuant to Part 2 of the California Unemployment Insurance Code covering Employees of Employers as defined in G above.