

)	CASE NO. 20-008896-FD14	Sixth Judicial Circuit Pinellas
)		County
Amy Sophie White)		FL
)	QUALIFIED	FL
and)	DOMESTIC	
)	RELATIONS ORDER	
Raymond William White)		

WHEREAS, this Court has jurisdiction over the parties and the subject matter of this Order; and

WHEREAS, the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified status of this Order; and

WHEREAS, following approval by the Plan Administrator, this Order shall constitute a Qualified Domestic Relations Order; and

WHEREAS, the parties have stipulated that the Court enter this Order;

NOW, THEREFORE, pursuant to this state's Domestic Relations Laws, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:
 - (a) "Participant" shall mean Raymond William White, whose current address is 10764 70th Ave # 7303, Seminole, FL 33772.
 - (b) "Alternate Payee" shall mean Amy Sophie White, whose current address is 213 176th Ave E, Redington Shores, FL 33708.
 - (c) "Plan" shall mean NetApp, Inc. Employees' 401(k) Savings Plan.
2. The Order relates to marital property rights.
3. The date of marriage was 04/20/2003.
4. The date of legal separation or divorce is 11/06/2020.
5. The Alternate Payee is the former spouse of the Participant.
6. With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee are/were considered married for federal income tax purposes.

7. This Order is to be reviewed only as it relates to plans on Fidelity's QDRO Review Service.
8. The Alternate Payee's award will be calculated as of the date the award is segregated into the Alternate Payee's account. The Date of Segregation shall hereinafter be referred to as the "Valuation Date."
9. The Alternate Payee's interest in the Plan shall be 50% of the Participant's total vested account balance under the Plan as of the Valuation Date.
10. The Alternate Payee's award is entitled to earnings (defined as gains, losses, dividends and interest) from the Valuation Date to the date that the award is segregated from the Participant's account. From and after the Date of Segregation, the Alternate Payee's award shall be held in an account under the Plan and shall be entitled to all earnings attributable to the investments therein.
11. In the event there is an outstanding loan balance as of the Valuation Date, the loan balance will not be included for purposes of calculating the total vested account balance to be divided. In the event the Plan does not allow loans, this language will be disregarded.
12. The Alternate Payee's award will be transferred proportionately from all contribution sources as of the Valuation Date and all standard plan investment options in which the Participant's account is invested as of the Date of Segregation.
13. The Alternate Payee will be permitted to initiate a distribution of the award as soon as administratively feasible following the qualification of this Order and segregation of the Alternate Payee's award, unless otherwise prohibited by the Plan's rules and administrative procedures. The Alternate Payee may select from the distribution options available to Alternate Payees at the time he/she elects to receive a distribution. The distribution must be made in accordance with the administrative procedures established for the Plan.
14. In the event of the Alternate Payee's death after the qualification of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be distributed pursuant to the administrative procedures established for the Plan. To the extent allowed by the Plan, all beneficiary designations will be made after qualification of the Order and segregation of the award into a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan.
15. Neither Party shall accept any benefits from the Plan which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall

forthwith return such benefits to the Plan.

16. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.
17. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this Order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Revenue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or (e) pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse.
18. The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.
19. The one-time fee for review of the domestic relations order will be deducted 50% from the Participant's account and 50% from the Alternate Payee's account. The fee will be deducted from the investment options in the applicable account(s) according to the Plan-level fee method in effect as of the date the fee is deducted. If the Order is determined to be non-qualified following the first review, the review fee will be deducted from the Participant's account. If applicable, the Participant will be reimbursed from the Alternate Payee's account following qualification of a subsequent Amended Order. Such fee adjustment will be a current transaction as of the date of the reimbursement.
20. Informational Only: If the Parties would like to receive electronic correspondence concerning the status of the Order, each Party must individually submit their own email address under separate cover and consent to receive electronic correspondence. Electronic correspondence may be encrypted and require the individual accessing the correspondence to use a security code. The Parties may withdraw consent to receive electronic correspondence at any time by notifying the QDRO Administration Group in writing. If a Party does not consent to receive electronic correspondence, then all correspondence to such Party concerning the status of the Order will be sent according to the Plan's normal administrative procedures.

Alternate Payee:

Amy Sophie White

213 176th Ave E

Redington Shores, FL 33708

Dated: _____

Participant:

Raymond William White

10764 70th Ave # 7303

Seminole, FL 33772

Judge Of the Court: _____

Alternate Payee: _____

Participant: _____

Track No: 748051201

ADDENDUM TO DOMESTIC RELATIONS ORDER

For Submission to Fidelity QDRO Administration ONLY

Due to the **Federal Privacy Act**, many state courts prohibit the inclusion of personal data in public records to prevent identity theft. Therefore, please forward the following information sheet to Fidelity Employer Services Company LLC when you submit the court certified copy of your Domestic Relations Order. Do **NOT** file the Addendum with your court when you file your Domestic Relations Order.

Participant Information	Alternate Payee Information
Name: Raymond William White Address: 10764 70th Ave # 7303 Seminole, FL 33772 SSN: 156-80-0655 Date Of Birth: 04/06/1980	Name: Amy Sophie White Address: 213 176th Ave E Redington Shores, FL 33708 SSN: 595-60-6606 Date Of Birth: 07/07/1980
Participant Attorney's Information	Alternate Payee Attorney's Information
Name: N/A Address: N/A Phone Number: N/A	Name: N/A Address: N/A Phone Number: N/A
Plan Sponsor Information	Client Information
Plan Number: 18911 Plan Name: NetApp, Inc. Employees' 401(k) Savings Plan	Client Name: NetApp, Inc. Client No: 000724375

In accordance with **D.O.L Field Assistance Bulletin 2003-03**, the Parties to the Domestic Relations Order are notified as follows: Defined Contributions Plans are allowed to assess a fee for the review to determine whether the Order is "Qualified" Domestic Relations Order. Please consult the Plan's QDRO Approval Guidelines and Procedures to determine if the Plan assesses a fee for review and the amount of that fee.

Please send your **court certified** copy of the Domestic Relations Order to:

Fidelity Investments - QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: NetApp, Inc.

Track No: 748051201