
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)

October 31, 2016

Fabrinet

(Exact name of registrant as specified in its charter)

Cayman Islands
(State or other jurisdiction
of incorporation)

001-34775
(Commission
File Number)

Not Applicable
(IRS Employer
Identification No.)

c/o Intertrust Corporate Services (Cayman) Limited
190 Elgin Avenue
George Town
Grand Cayman
KY1-9005
Cayman Islands

(Address of principal executive offices, including zip code)

+66 2-524-9600

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Amendment of Employment Arrangement

On October 31, 2016, Fabrinet USA, Inc. (“FUSA”), a wholly-owned subsidiary of Fabrinet (the “Company”), and Hong Hou entered into an amendment (the “Amendment”) to Dr. Hou’s offer letter of employment, dated November 5, 2015. The Amendment amends the vesting acceleration provisions to limit such provisions to (i) equity-based awards granted to Dr. Hou prior to August 2016 and (ii) the restricted share units granted to Dr. Hou in August 2016 pursuant to the Company’s Fiscal 2016 Long-Term Equity Plan as a result of the Compensation Committee of the Company’s Board of Director’s determination that the applicable fiscal year 2016 performance criteria had been achieved.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, which is incorporated herein by reference and attached to this Current Report on Form 8-K as Exhibit 10.1.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement, dated October 31, 2016, between Fabrinet USA, Inc. and Hong Hou

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FABRINET

By: _____ /s/ Toh-Seng Ng
Toh-Seng Ng
Executive Vice President, Chief Financial Officer

Date: November 4, 2016

EXHIBIT INDEX

Exhibit No.

Description

10.1 Letter Agreement, dated October 31, 2016, between Fabrinet USA, Inc. and Hong Hou

October 31, 2016

Hong Hou
[Address]

Re: Amendment to the Letter Agreement dated November 5, 2015

Dear Hong,

Effective the date you sign this letter, this letter agreement ("Letter") between you and Fabrinet USA, Inc. ("FUSA") modifies certain provisions of your earlier letter agreement with FUSA dated November 5, 2015 (the "Agreement"), as provided herein.

The Agreement, as a Vesting Acceleration Benefit, provides in relevant part as follows:

"... in the event your employment is terminated: 1) by FUSA without "good cause" (as defined in the Agreement) or 2) by you for "good reason" (as defined in the Agreement), you will ... (c) become 100% vested immediately prior to your termination date in any outstanding stock options, restricted stock, restricted stock units, stock appreciation rights, phantom stock or other equity based awards granted to you by FUSA, which have not previously fully vested ..."

Notwithstanding these terms in your Agreement, the above described Vesting Acceleration Benefit shall apply only to those Equity Awards that were granted to you prior to August 2016 and, in all cases, shall not apply to any Equity Awards granted to you on or after August 1, 2016; provided, however, that the Vesting Acceleration Benefit shall remain applicable to the Equity Award of restricted stock units that was approved in August 2016 by the Compensation Committee of the Board of Directors of Fabrinet (the "Committee") to be granted to you under Fabrinet's 2010 Performance Incentive Plan pursuant to Fabrinet's Fiscal 2016 Long-Term Equity Plan as a result of the Committee's determination that the applicable fiscal year 2016 performance criteria had been achieved.

Except as modified by this Letter, the Agreement remains in full force and effect.

Please sign and return one copy of this Letter to me no later than November 1, 2016, to acknowledge your agreement to the amendment of your Agreement in accordance with this Letter.

This Letter will be governed by the laws of the State of California, with the exception of its conflict of laws provision.

Sincerely,

Fabrinet USA, Inc.

/s/ Colin R. Campbell

Colin R. Campbell
General Counsel**ACKNOWLEDGED AND AGREED:**

/s/ Hong Hou

Hong Hou

Date: 10/31/2016