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)
November 2, 2012

Fabrinet

(Exact name of registrant as specified in its charter)

Cayman Islands	**001-34775**	**Not Applicable**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

Walker House
87 Mary Street
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))

Item 2.02 Results of Operations and Financial Condition.

On November 5, 2012, Fabrinet (the "Company") issued a press release regarding its financial results for the fiscal quarter ended September 28, 2012. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 2.02 and Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Amended Offer Letter

On November 2, 2012, Fabrinet USA, Inc. entered into an amended and restated employment offer letter (the "Amended Offer Letter") with John Marchetti to provide for the following severance in the event Mr. Marchetti's employment is terminated as a result of a change of control (whether or not for good cause): (i) a lump sum payment of severance payable within ten (10) business days from the date of Mr. Marchetti's termination of employment, equal to (a) twelve (12) months of his then present base salary, and (b) any earned bonus as of the date of Mr. Marchetti's termination from employment; and (ii) if Mr. Marchetti timely elects continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or a similar state program, reimbursement of the costs to continue family medical coverage for the first twelve (12) months following his termination of employment.

A copy of the Amended Offer Letter is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Fiscal 2013 Executive Incentive Plan

On November 2, 2012, the Compensation Committee (the "Committee") of the Company's board of directors revised the Company's fiscal 2013 executive incentive plan (the "Bonus Plan") in order to better align the Bonus Plan incentives with the Company's goal of maximizing its performance. These revisions clarify that (i) target bonuses will become payable if the Company achieves 100% of the revenue and non-GAAP earnings per share ("EPS") targets previously approved by the Committee, (ii) threshold bonuses will become payable if the Company achieves at least 91% of the revenue and non-GAAP EPS targets previously approved by the Committee, (iii) maximum bonuses will become payable if the Company achieves at least 120% of the revenue and non-GAAP EPS targets previously approved by the Committee, and (iv) achievement of the financial targets at levels between 91% and 100% and between 100% and 120% will result in a bonus amount that is based on linear interpolation.

Under the Bonus Plan, target bonus amounts are expressed as a percentage of a participant's base salary, and the maximum bonus that a participant may receive under the Bonus Plan is two times a participant's target bonus. As previously disclosed, David T. Mitchell, the Company's Chief Executive Officer, has a target bonus of 100% of base salary, and all other participants have a target bonus of between 50% and 75% of base salary.

Item 9.01 – Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amended and Restated Employment Offer Letter, dated November 2, 2012, between John Marchetti and Fabrinet USA, Inc.
99.1	Press release dated November 5, 2012

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/ Paul Kalivas
Paul Kalivas
Chief Administrative Officer, General Counsel and Secretary

Date: November 5, 2012

EXHIBIT INDEX

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99.1	Press release dated November 5, 2012

Exhibit 10.1

fabrinet®

Fabrinet USA Inc.
4104-24th Street, Suite 345
San Francisco, CA 94114

November 2, 2012

Mr. John Marchetti
C/O Fabrinet USA, Inc.
4104-24th Street, Suite 345
San Francisco, CA 94114

Dear John,

The purpose of this letter is to amend your current employment arrangement with Fabrinet USA, Inc. ("FUSA" or the "Company") to provide you with certain payments and benefits in the event your employment with Fabrinet is terminated as a result of a change in control (as defined below).

You will continue to serve as Chief Strategy Officer for Fabrinet, reporting to Mr. David T. Mitchell, Chief Executive Officer (CEO) of Fabrinet. Your duties will continue to generally consist of those associated with developing and implementing Fabrinet's future growth strategy, crafting the messaging of that strategy for investors and analysts with an interest in Fabrinet and advising the CEO. While you are employed by FUSA, you will continue to devote substantially all of your business time and efforts to the performance of your duties and use your best efforts in such endeavors. By your execution of this agreement, you acknowledge that your continued performance of the requirements of your position will not be in violation of any other agreement to which you are a party.

Your annual base salary will continue to be $375,000 to be paid on a semi-monthly basis on or about the 15th and 30th of each month. Subject to the Board's approval, you will continue to be eligible to participate in Fabrinet's Executive Incentive Plan. Any target bonus, or portion thereof, will be paid as soon as practicable after the Compensation Committee of the Board of Directors determines that the target bonus (or relevant portion thereof) has been earned, but in no event shall any such target bonus be paid later than sixty (60) days following the applicable target bonus performance period. Receipt of any target bonus is contingent upon your continued employment with FUSA through the date the bonus is paid.

In addition, you will be eligible to participate in FUSA's Employee Benefits Plan, which includes one-hundred twenty (120) hours paid time off (PTO), health care (medical, dental & vision for you and your eligible dependents), 401(k) plan and Group Term Life insurance. All reasonable travel and home office expenses will be reimbursable via monthly expense reporting pursuant to FUSA's policies and procedures, but in no event will any reimbursement occur later than the fifteenth (15) day of the third month following the later of (i) the close of the Company's fiscal year in which such expenses are incurred or (ii) the calendar year in which such expenses are incurred. You will be eligible to receive a car allowance of $1,000 per month, provided that you are an employee of FUSA on the date the car allowance is paid to you each month.

This offer is not to be considered a contract guaranteeing employment for any specific duration. Employment with FUSA is on an at-will basis. Thus you are free to terminate your employment for any reason at any time with or without prior notice. Similarly, the Company may terminate the employment relationship with or without good cause or notice. However, in the event your employment is terminated: 1) as a result of a change in control (whether or not for good cause); or 2) without good cause (without regard to whether there is a change in control), you will receive (A) a lump sum payment of severance payable within ten (10) business days from the date of your termination of employment, equal to (i) twelve (12) months of your then present base salary, and (ii) any earned bonus as of the date of your termination from employment; and (B) if you timely elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended, or a similar state program, reimbursement of the costs to continue family medical coverage for the first twelve (12) months following your termination of employment.

For purposes of the above paragraph, "change in control" means the occurrence of any of the following events:

(i) A change in the ownership of the Company, which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total fair market value or the total voting power of the stock of the Company. For purposes of this clause (i), if any Person is considered to own more than 50% of the Company's total fair market value or total voting power, the acquisition of additional stock of the Company by the same Person will not be considered a change in control; or

(ii) A change in the effective control of the Company which occurs (a) on the date any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person) ownership of stock of the Company possessing 30% or more of the total voting power of the stock of the Company, or (b) on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a change in control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this clause (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of the above paragraphs, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction shall not be deemed a change in control unless the transaction qualifies as a change in control event within the meaning of Section 409A of the Code, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time ("Section 409A").

Further, and for the avoidance of doubt, a transaction shall not constitute a change in control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that shall be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

For purposes of the above paragraph, "good cause" means (i) an act of dishonesty made by you in connection with your responsibilities as an employee; (ii) your conviction of or plea of nolo contendere to a felony, or any crime involving fraud, embezzlement or any other act of moral turpitude; (iii) your gross misconduct; (iv) your unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom you owe an obligation of nondisclosure as a result of your relationship with the Company; (v) your willful breach of any obligations under any written agreement or covenant with the Company; or (vi) your continued failure to perform your employment duties after you have received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that you have not substantially performed your duties and have failed to cure such nonperformance to the Company's satisfaction within thirty (30) days after receipt of such notice.

Notwithstanding anything to the contrary in this letter, no Deferred Compensation Separation Benefits (as defined below) will be considered due or payable until you have incurred a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder (together, "Section 409A").

In addition, if Fabrinet continues to be a public company with its securities are listed on a stock exchange at the time of your involuntary termination of employment, and at the time of such termination it is determined that you are a "specified employee" within the meaning of Section 409A, the bonus payable to you, pursuant to this letter, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") that are payable within the first six (6) months following your termination of employment, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of your termination of employment. Any amount paid under this letter that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of this paragraph. In addition, any amount paid under this letter that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the specified limit in Section 1.409A-1(b)(9)(iii)(A) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of this paragraph.

The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The parties to this letter agree to work together in good faith to consider amendments to this letter, if required, and to take such reasonable actions, which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A.

If you are in agreement with the provisions of this letter detailing the terms of your employment with FUSA, please indicate your acceptance by signing below.

Sincerely,

/s/ Paul Kalivas

Paul Kalivas
Chief Administrative Officer, General Counsel and Secretary
Fabrinet USA, Inc.

I acknowledge that this letter is the complete agreement concerning my employment with FUSA and supersedes all prior or concurrent agreements and representations (including, for the avoidance of doubt, the December 30, 2011 offer letter between me and FUSA), and may not be modified in any way except in a writing executed by an authorized agent of FUSA.

/s/ John Marchetti

John Marchetti

11/2/2012

Date

Fabrinet Announces First Quarter 2013 Financial Results

BANGKOK, Thailand – November 5, 2012 – Fabrinet (NYSE: FN), a leading provider of advanced optical packaging and precision optical, electro-mechanical and electronic manufacturing services to original equipment manufacturers of complex products, today announced its financial results for the first quarter of fiscal 2013 ended September 28, 2012.

Fabrinet reported total revenue of $158.6 million for the first quarter of fiscal 2013, a decrease of 14.9% compared to total revenue of $186.3 million for the comparable period in fiscal 2012. GAAP net income for the first quarter was $16.0 million, or $0.46 per diluted share, an increase of 1.9% compared to GAAP net income of $15.7 million, or $0.45 per diluted share, in the first quarter of fiscal 2012. Non-GAAP net income in the first quarter of fiscal 2013 was $12.8 million, or $0.36 per diluted share, a decrease of 22.9% compared to non-GAAP net income of $16.6 million, or $0.48 per diluted share, in the same period a year ago.

Tom Mitchell, Chief Executive Officer of Fabrinet, said, "Fiscal 2013 is off to a solid start and I am pleased with the results that we delivered in our first quarter. We are excited about the new business opportunities in front of us and we remain committed to delivering consistent value to all of our customers."

Business Outlook

Based on information available as of November 5, 2012, Fabrinet is issuing guidance for the second quarter of fiscal 2013 as follows:

Fabrinet expects second quarter revenue to be in the range of $159 million to $163 million. GAAP net income per share is expected to be in the range of $0.32 to $0.34 with expected non-GAAP net income per share of $0.35 to $0.37, based on approximately 35 million fully diluted shares outstanding.

Conference Call Information

What:	Fabrinet First Quarter 2013 Financial Results Conference Call
When:	Monday, November 5, 2012
Time:	5:00 p.m. ET
Live Call:	(888) 357-2056, domestic (253) 237-1137, international Passcode: 48039229
Replay:	(855) 859-2056, domestic (404) 537-3406, international Passcode: 48039229
Webcast:	http://investor.fabrinet.com (live and replay)

This press release and any other information related to the call will also be posted on Fabrinet's website at http://investor.fabrinet.com. A recorded version of this webcast will be available approximately two hours after the call and will be archived on Fabrinet's website for a period of one year.

About Fabrinet

Fabrinet is a leading provider of advanced optical packaging and precision optical, electro-mechanical, and electronic manufacturing services to original equipment manufacturers of complex products, such as optical communication components, modules and subsystems, industrial lasers and sensors. Fabrinet offers a broad range of advanced optical and electro-mechanical capabilities across the entire manufacturing process, including process design and engineering, supply chain management, manufacturing, advanced packaging, integration, final assembly and test. Fabrinet focuses on production of high complexity products in any mix and any volume. Fabrinet maintains engineering and manufacturing resources and facilities in Thailand, the People's Republic of China and the United States. For more information visit: www.fabrinet.com.

Safe Harbor

"Safe Harbor" Statement Under U.S. Private Securities Litigation Reform Act of 1995

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include all of the statements under the "Business Outlook" section relating to our forecasted operating results for the second quarter of fiscal 2013. These forward-looking statements involve risks and uncertainties, and actual results could vary materially from these forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to: less customer demand for our products and services than forecasted; less growth in the optical communications, industrial lasers and sensors markets than we forecast; difficulties expanding into additional markets, such as the semiconductor processing, biotechnology, metrology and materials processing markets; increased completion in the optical manufacturing services markets; difficulties in delivering products and services that compete effectively from a price and performance perspective; our reliance on a limited number of customers and suppliers; difficulties in accurately forecasting demand for our services; difficulties in managing our operating costs; difficulties in managing and operating our business across multiple countries (including in the U.S., Thailand and the People's Republic of China); and other important factors as described in reports and documents we file from time to time with the Securities and Exchange Commission (SEC), including the factors described under the section captioned "Risk Factors" in our annual report on Form 10-K, filed on August 28, 2012. We disclaim any obligation to update information contained in these forward-looking statements whether as a result of new information, future events, or otherwise.

Use of Non-GAAP Financials

The Company refers to the non-GAAP financial measures cited above in making operating decisions because they provide meaningful supplemental information regarding the Company's ongoing operational performance. Non-GAAP net income excludes stock-based compensation expenses and income (expense) related to flooding. We have excluded these items in order to enhance investors' understanding of our ongoing operations. The use of these non-GAAP financial measures has material limitations because they should not be used to evaluate our company without reference to their corresponding GAAP financial measures. As such, we compensate for these material limitations by using these non-GAAP financial measures in conjunction with GAAP financial measures.

These non-GAAP financial measures are used to: (1) measure company performance against historical results, (2) facilitate comparisons to our competitors' operating results, and (3) allow greater transparency with respect to information used by management in financial and operational decision making. In addition, these non-GAAP financial measures are used to measure company performance for the purposes of determining employee incentive plan compensation.

Fabrinet
Unaudited Condensed Consolidated Balance Sheets
As of September 28, 2012 and June 29, 2012

(in thousands of U.S. dollars, except share data)	September 28, 2012	June 29, 2012
Assets		
Current assets		
Cash and cash equivalents	$ 115,394	$ 115,507
Trade accounts receivable, net	137,858	128,253
Inventory, net	110,691	103,223
Deferred tax assets	2,479	4,088
Prepaid expenses	2,388	3,571
Other current assets	5,918	6,029
Total current assets	374,728	360,671
Non-current assets		
Property, plant and equipment, net	98,127	97,923
Intangibles, net	305	380
Deferred tax assets	3,244	1,764
Deposits and other non-current assets	636	624
Total non-current assets	102,312	100,691
Total assets	$ 477,040	$ 461,362
Liabilities and Shareholders' Equity		
Current liabilities		
Long-term loans from banks, current portion	$ 9,668	$ 9,668
Trade accounts payable	91,919	86,000
Construction-related payable	928	2,222
Income tax payable	584	353
Deferred tax liability	1,532	1,405
Accrued payroll, bonus and related expenses	6,788	5,181
Accrued expenses	2,619	2,630
Other payables	4,132	6,601
Liabilities to third parties due to flood losses	57,198	61,198
Total current liabilities	175,368	175,258
Non-current liabilities		
Long-term loans from banks, non-current portion	26,494	28,911
Severance liabilities	4,774	4,420
Other non-current liabilities	2,298	2,064
Total non-current liabilities	33,566	35,395
Total liabilities	208,934	210,653
Commitments and contingencies		
Shareholders' equity		
Preferred shares (5,000,000 shares authorized, $0.01 par value; no shares issued and outstanding as of September 28, 2012 and June 29, 2012)	—	—
Ordinary shares (500,000,000 shares authorized, $0.01 par value; 34,496,237 shares and 34,470,829 shares issued and outstanding as of September 28, 2012 and June 29, 2012, respectively)	345	345
Additional paid-in capital	66,840	65,462
Retained earnings	200,921	184,902
Total shareholders' equity	268,106	250,709
Total Liabilities and Shareholders' Equity	$ 477,040	$ 461,362

Fabrinet
Unaudited Condensed Consolidated Statements of Operations
For the three months ended September 28, 2012 and September 30, 2011

	Three Months Ended	
(in thousands of U.S. dollars, except share data)	September 28, 2012	September 30, 2011
Revenues	$ 158,625	$ 186,347
Cost of revenues	(140,903)	(163,463)
Gross profit	17,722	22,884
Selling, general and administrative expenses	(5,859)	(6,638)
Income (expense) related to flooding	4,820	—
Operating income	16,683	16,246
Interest income	188	195
Interest expense	(286)	(74)
Foreign exchange gain (loss), net	277	(187)
Other income	190	97
Income before income taxes	17,052	16,277
Income tax expense	(1,033)	(622)
Net income	$ 16,019	$ 15,655
Earnings per share		
Basic	$ 0.46	$ 0.46
Diluted	0.46	0.45
Weighted average number of ordinary shares outstanding (thousands of shares)		
Basic	34,485	34,223
Diluted	34,670	34,502

Fabrinet
Unaudited Condensed Consolidated Statements of Cash Flows
For the three months ended September 28, 2012 and September 30, 2011

(in thousands of U. S. dollars)	Three Months Ended September 28, 2012	Three Months Ended September 30, 2011
Cash flows from operating activities		
Net income for the period	$ 16,019	$ 15,655
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation	2,522	2,497
Amortization of intangibles	75	102
Loss (gain) on disposal of property, plant and equipment	1	(4)
Income (expense) related to flooding	(4,820)	—
Proceeds from insurers for business interruption losses related to flooding	4,741	—
Allowance for (reversal of) doubtful accounts	(49)	15
Unrealized (gain) loss on exchange rate and fair value of derivative	(714)	576
Share-based compensation	1,254	988
Deferred income tax	256	(201)
Other non-cash expenses	588	188
Inventory obsolescence	(166)	9
Changes in operating assets and liabilities		
Trade accounts receivable	(9,556)	(4,743)
Inventory	(7,302)	(94)
Other current assets and non-current assets	1,299	1,493
Trade accounts payable	5,919	(6,772)
Income tax payable	231	657
Other current liabilities and non-current liabilities	(349)	(524)
Liabilities to third parties due to flood losses	(4,000)	—
Net cash provided by operating activities	5,949	9,842
Cash flows from investing activities		
Purchase of property, plant and equipment	(4,126)	(5,862)
Purchase of intangibles	—	(15)
Purchase of assets for lease under direct financing leases	—	(2,824)
Proceeds from direct financing leases	—	713
Proceeds from disposal of property, plant and equipment	—	5
Proceeds from insurers in settlement of claim related to flood damage to Pinehurst building	79	—
Net cash used in investing activities	(4,047)	(7,983)
Cash flows from financing activities		
Receipt of long-term loans from banks	—	4,000
Repayment of long-term loans from banks	(2,417)	(917)
Proceeds from issuance of ordinary shares under employee share option plans	124	60
Net cash (used in) provided by financing activities	(2,293)	3,143
Net (decrease) increase in cash and cash equivalents	(391)	5,002
Movement in cash and cash equivalents		
Cash and cash equivalents at beginning of period	115,507	127,282
(Decrease) increase in cash and cash equivalents	(391)	5,002
Effect of exchange rate on cash and cash equivalents	278	65
Cash and cash equivalents at end of period	$ 115,394	$ 132,349

Fabrinet
Reconciliation of GAAP measures to non-GAAP measures
(in thousands of U.S. dollars, except per share data)
(unaudited)

	Three Months Ended			
	September 28, 2012 Net income	September 28, 2012 Diluted EPS	September 30, 2011 Net income	September 30, 2011 Diluted EPS
GAAP measures	**16,019**	**0.46**	**15,655**	**0.45**
Items reconciling GAAP net income & EPS to non-GAAP net income & EPS:				
Related to cost of revenues:				
Share-based compensation expenses	345	0.01	445	0.01
Total related to gross profit	345	0.01	445	0.01
Related to selling, general and administrative expenses:				
Share-based compensation expenses	909	0.03	543	0.02
Total related to selling, general and administrative expenses	909	0.03	543	0.02
Related to other income:				
Income (expense) related to flooding	(4,820)	(0.14)	—	—
Total related to other income	(4,820)	(0.14)	—	—
Related to income tax expense				
Income tax expense	313	0.01	—	—
Total related to income tax expense	313	0.01	—	—
Total related to net income & EPS	**(3,253)**	**(0.09)**	**988**	**0.03**
Non-GAAP measures	**12,766**	**0.36**	**16,643**	**0.48**
Shares used in computing diluted net income per share				
GAAP diluted shares		34,670		34,502
Non-GAAP diluted shares		34,983		34,677