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)
May 3, 2023

Fabrinet
(Exact name of registrant as specified in its charter)

Cayman Islands	001-34775	98-1228572
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

c/o Intertrust Corporate Services
One Nexus Way, Camana Bay
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:

☐ 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, $0.01 par value	**FN**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.02 Results of Operations and Financial Condition.

On May 8, 2023, Fabrinet issued a press release regarding its financial results for its fiscal quarter ended March 31, 2023. A copy of the press release is furnished as Exhibit 99.1 to this report.

The information in this Item 2.02 and the press release attached hereto as 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"), nor shall they be deemed 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 and Restated Offer Letter

On May 3, 2023, Fabrinet USA, Inc. (the "Company") and Dr. Harpal Gill, Fabrinet's President and Chief Operating Officer ("COO"), entered into an amended and restated offer letter of employment (the "Amended Gill Offer Letter"). The Amended Gill Offer Letter confirms Dr. Gill's current annual base salary of $1,040,300 and his annual cash bonus opportunity of at least 95% of base salary, which will be earned based on evaluation, by the Compensation Committee of Fabrinet's Board of Directors, of performance objectives established for the applicable year. Dr. Gill also will continue to remain eligible to receive Fabrinet equity awards to the same extent as similarly situated executives of Fabrinet and a car allowance of $1,000 per month.

Effective January 1, 2025, through December 31, 2025 (the "retirement date," and such period, the "transition period"), and unless his employment terminates earlier pursuant to the terms of the Amended Gill Offer Letter, Dr. Gill will transition from COO to a revised role with an Executive Vice President title ("EVP"). As EVP, Dr. Gill will assist in the succession efforts of and provide transition services with respect to the COO position and work on such projects as may be reasonably assigned by Fabrinet's Chief Executive Officer.

Dr. Gill will continue as a full-time employee, including during any period he is EVP. Dr. Gill and the Company are each free to terminate Dr. Gill's employment with the Company at any time, effective one year after providing written notice, or if such notice occurs within one year of the retirement date, such lesser period ending on the retirement date (in either case, the "notice period"), provided that Dr. Gill's employment can be terminated at any time for cause without advance written notice. During any notice period or while Dr. Gill is EVP, the Company in its discretion may reduce Dr. Gill's authority, duties and responsibilities or his full-time status, provided that his compensation will continue to include base salary at the level in effect immediately before the transition or notice period (as applicable), continued eligibility to participate in Fabrinet's Executive Incentive Plan, and eligibility to receive Fabrinet equity awards to the same extent as similarly situated executives of Fabrinet, except that with respect to any Fabrinet time-based restricted share unit award to be granted to Dr. Gill, the aggregate grant date value of the award will be one-third the value of such award he otherwise would receive on a basis consistent with similarly situated Fabrinet executives.

Upon a termination of Dr. Gill's employment (x) prior to the retirement date either by the Company without good cause (and other than due to Dr. Gill's death or disability) or by Dr. Gill for any reason, or (y) on the retirement date due to completion of the transition period, and provided that Dr. Gill provides the applicable transition services during the transition or notice period (as applicable), Dr. Gill will receive (1) a lump sum payment equal to the sum of (a) his one month's base salary multiplied by the total number of full and fractional years of his employment with the Company; (b) any earned but unpaid bonus; and (c) two times his cost of COBRA coverage for twelve months; (2) any then-outstanding and unvested Fabrinet performance-based equity awards that remain subject to the achievement of any performance goals as of the date of termination of employment (the "Performance Awards") will remain outstanding and eligible to vest based on the extent that the applicable performance-based or other criteria are satisfied; (3) any then-outstanding and unvested restricted share unit awards that are not Performance Awards (the "RSU Awards") will accelerate vesting as to 100% of the shares subject thereto; and (4) continued tax equalization benefits under the Company's expatriate policy, as in effect on the date of termination, for the calendar year in which the termination date occurs, and the following calendar year. In the event Dr. Gill's employment is terminated on account of his death or disability, Dr. Gill will receive the severance benefits described in the aforementioned clauses (1) through (3).

Dr. Gill's severance benefits are conditioned upon the parties' entry into a separation agreement and release of claims in favor of the Company.

The foregoing description of the Amended Gill Offer Letter is a summary and is qualified in its entirety by the terms of the Amended Gill Offer Letter, 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.

Exhibit No.	Description
10.1	Amended and restated offer letter, dated May 3, 2023, between Harpal Gill and Fabrinet USA, Inc.
99.1	Press release dated May 8, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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/ Csaba Sverha

Csaba Sverha

Executive Vice President, Chief Financial Officer

Date: May 8, 2023

Exhibit 10.1

FABRINET USA, Inc.
3637 Fallon Road, Suite 428
Dublin, CA 94568

May 3, 2023

Harpal Gill
[Address]

Dear Harpal,

This letter is intended to amend and restate your offer letter dated February 5, 2015, as subsequently amended on August 12, 2016, and January 9, 2018 (the "Prior Amendment Date"). We previously extended an offer of employment to you, which you accepted, for the position of Senior Vice President of Operations of Fabrinet USA, Inc. ("FUSA" or the "Company"), a wholly-owned subsidiary of Fabrinet ("Fabrinet"), effective May 1, 2005. You have since been promoted to President and Chief Operating Officer ("COO"), and pursuant to this letter, continue in such role as of the date hereof, reporting to Mr. Seamus Grady, Chief Executive Officer of Fabrinet (the "CEO").

Your duties will generally consist of those associated with continuously improving Manufacturing and Operation excellences. As the President and COO of FUSA, you will devote substantially all of your business time and efforts to the performance of your duties and use your best efforts in such endeavors. Acceptance of this letter constitutes your representation that your execution of this agreement and performance of the requirements of this position will not be in violation of any other agreement to which you are a party, including but not limited to any current non-solicit agreements.

Your annual base salary will be $1,040,300 to be paid on a semi-monthly basis on or about the 15th and 30th of each month in accordance with FUSA's payroll policy, subject to applicable U.S. tax withholdings. Your base salary will be subject to review and adjustment by the Company from time to time, in its sole discretion. Subject to the approval of Fabrinet's Board of Directors (the "Board"), you will be eligible to participate in Fabrinet's Executive Incentive Plan, with a target bonus of at least 95% of your annual base salary. Any target bonus, or portion thereof, will be paid as soon as practicable after the Compensation Committee of the Board 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 end of the applicable target bonus performance period.

Additionally, you will be eligible to participate in FUSA's Employee Benefits Plan, which includes two hundred forty (240) hours paid time off (PTO), health care (medical, dental & vision for you and your eligible dependents), 401(k), and Group Term Life. Reasonable business-related travel and other expenses will be reimbursable via monthly expense reporting pursuant to the Company's policies and procedures, but in no event will any reimbursement occur later than the fifteenth (15th) 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. The Company may modify or terminate its benefits programs and arrangements from time to time as necessary or appropriate. The Company has the right to withhold from any payments or benefits under this letter all applicable federal, state and local taxes required to be withheld and any other required payroll deductions.

Notwithstanding the foregoing, effective as of January 1, 2025 (the "Scheduled Transitional Date"), and subject to your continued employment with FUSA through such date, you will transition to a revised role with your title as an Executive Vice President of FUSA (with further specificity of such title to be agreed and confirmed closer to the Scheduled Transitional Date). The period of your employment with FUSA during which you remain in such role is referred to as the "Scheduled Transitional Period." The Scheduled Transitional Period will end on December 31, 2025, unless earlier terminated as provided in this letter. During the Scheduled Transitional Period, you will continue to report to the CEO in such role, and your duties will generally consist of (i) use of your best efforts to recruit and train a successor that is satisfactory to the Board so that a successor to the COO position assumes such position upon or prior to the date of termination of your employment with FUSA; (ii) support in the transition of the COO position to a successor and such other transition services as may be reasonably requested by the CEO; and (iii) work on such projects as may be reasonably assigned to you by the CEO (the "Scheduled Services"). Your employment during the Scheduled Transitional Period otherwise will remain on a full-time, at-will basis. For the avoidance of doubt, the Company may reduce your authority, duties and responsibilities, or your full-time status, during the Scheduled Transitional Period or any portion thereof (the "Scheduled Services Adjustments"), provided that the Company will continue to pay you, for the duration of the Scheduled Transitional Period while you remain employed with FUSA, the same compensation as you otherwise would be provided during the Termination Notice Period, as set forth further below (and for clarity, for purposes of such compensation, by replacing any references to the Termination Notice Period with the Scheduled Transitional Period, as applicable, and references to similarly situated executives being references to executives similarly situated to the COO).

You are free to terminate your employment for any reason at any time, effective one (1) year after written notice is provided to FUSA, or to the extent that the written notice is provided within the one (1) year period prior to the Transition Date (as defined below), upon completion of such lesser period ending on the Transition Date (such applicable period, the "Employee Notice Period"). Similarly, FUSA may terminate the employment relationship, effective one (1) year after providing written notice to you, or to the extent that the written notice is provided within the one (1) year period prior to the Transition Date, upon completion of such lesser period ending on the Transition Date (such applicable period, together with the Employee Notice Period, the "Termination Notice Period"), except in the case of termination with good cause, which may occur without any obligation to provide advance notice to you. Upon any termination of your employment, you automatically will be deemed to have resigned from all officer and director positions with the Company, Fabrinet, and any of their respective subsidiaries, provided that you agree to execute any documents reasonably necessary to reflect such resignations. Upon termination of your employment, you will receive a lump sum cash payment of your accrued but unpaid PTO (if any) which will be paid no later than ten (10) calendar days following the date of termination of your employment (or such earlier date as required by applicable law).

In the event your employment is terminated prior to December 31, 2025 (the "Transition Date"), either (A) by FUSA without good cause (and other than due to your death or disability which is addressed further below), or (B) by you for any reason, and provided that during the Termination Notice Period, you have satisfied the Notice Period Services (as defined below) as determined by the Company in good faith in the Company's sole discretion, or (y) on the Transition Date due to the completion of the Scheduled Transitional Period, you will receive the following (the "Severance Benefits," and the Severance Benefits described under only clauses (a) through (c) below, the "Cash and COBRA Severance"):

(a) a lump sum payment payable on the sixtieth (60th) day following your termination date equal to the product of one month of your then-base salary multiplied by the total number of full and fractional years of your employment with FUSA as of your termination date;

(b) a lump sum payment payable on the sixtieth (60th) day following your termination date equal to any earned but unpaid bonus as of the date of termination of your employment;

(c) a lump sum payment payable on the sixtieth (60th) day following your termination date equal to two times your cost of COBRA coverage for twelve months under the FUSA health plans then in effect for you and your covered dependents;

(d) any of your then-outstanding and unvested performance-based equity awards covering Fabrinet ordinary shares that remain subject to the achievement of any performance goals as of the date of termination of your employment (the "Performance Awards") will remain outstanding and eligible to vest following your termination date (subject to any earlier termination, such as in connection with a change in control of Fabrinet, as set forth in the 2010 Performance Incentive Plan, 2020 Equity Incentive Plan, or any successor plan under which they were granted), and will become vested to the extent that the applicable performance-based or other criteria are satisfied under the Performance Award, with the exception that any requirement to provide further continued service will be deemed to have been met in full as of your termination date (such benefit under this clause (d), the "Performance Award Severance");

(e) any of your then-outstanding and unvested restricted share unit awards covering Fabrinet ordinary shares that are not Performance Awards will accelerate vesting as to one hundred percent (100%) of the Fabrinet ordinary shares subject thereto (such benefit under this clause (e), the "RSU Award Severance"); and

(f) continued tax equalization benefits under FUSA's expatriate policy, as in effect on the date of your termination, for the calendar year in which your termination date occurs, and the following calendar year, with such benefits being payable as soon as practicable following the year the compensation subject to the tax equalization payment relates was paid, and in no event later than the end of your second taxable year beginning after your taxable year in which your U.S. Federal income tax return is required to be filed (including any extensions) for the year to which the compensation subject to the tax equalization payment relates, or, if later, your second taxable year beginning after the latest such taxable year in which your foreign tax return or payment is required to be filed or made for the year to which the compensation subject to the tax equalization payment relates.

Prior to the Transition Date and during any Termination Notice Period, except as otherwise determined by the Company in its sole discretion and notified to you by the Company in writing, (x) you shall use your best efforts to recruit and train a successor that is satisfactory to the Board so that a successor to the COO position assumes such position upon or prior to the date of termination of your employment with FUSA, and (y) you will continue to devote substantially all of your business time and efforts (at full-time status) to the performance of your duties and use your best efforts in such endeavors, and continue to perform such other duties and responsibilities as described in this letter (such services with respect to the Termination Notice Period, the "Notice Period Services"). For the avoidance of doubt, the Company may reduce your authority, duties and responsibilities, or your full-time status, during the Termination Notice Period or any portion thereof and provided that to the extent the Scheduled Transitional Date occurs during the Termination Notice Period, your authority, duties and responsibilities will be adjusted as set forth with respect to the Scheduled Transitional Period above (the "Notice Period Adjustments"); provided, further, that the Company will continue to pay you, for the duration of the Termination Notice Period while you remain employed with FUSA, your base salary at the level in effect immediately before the Termination Notice Period, in accordance with FUSA's payroll policy, subject to applicable U.S. tax withholdings. During the Termination Notice Period, you will remain eligible to receive equity awards covering Fabrinet ordinary shares and participate in Fabrinet's Executive Incentive Plan (or successor plan, if applicable) to the same extent as similarly situated executives of Fabrinet; provided, however, that with respect to your eligibility to receive restricted share units covering Fabrinet ordinary shares that are subject to continued-service-based vesting (but not performance-based vesting), you and the Company acknowledge and agree that, subject to approval by the Compensation Committee of the Board, you shall be eligible to receive an award of restricted share units with an aggregate grant date value that is one-third the value of the award of restricted share units you otherwise would receive consistent with similarly situated executives of Fabrinet (with such value determined based on the closing price per share of the Company's ordinary shares on the NYSE on the grant date) under the terms and conditions of the Fabrinet 2020 Equity Incentive Plan (or any successor plan thereto, as applicable) and applicable award agreement thereunder, provided that you remain employed with the Company through such award's grant date, generally to occur at the same time as annual equity awards are granted to similarly situated executives of Fabrinet for such fiscal year. For the avoidance of doubt, any such award of restricted share units granted to you shall be eligible for the RSU Award Severance subject to the applicable terms herein. If during any Termination Notice Period, you breach your obligations to perform your Notice Period Services (as adjusted by any Notice Period Adjustments) as determined by the Board in good faith in its sole discretion, you will forfeit any and all Severance Benefits specified in this letter, and you no longer will have any rights thereto. Further, if during any Scheduled Transitional Period, you breach your obligations to perform the Scheduled Services (as adjusted by any Scheduled Services Adjustments), as determined by the Board in good faith in its sole discretion, you will forfeit any and all Severance Benefits specified in this letter, and you no longer will have any rights thereto.

In the event your employment is terminated on account of your death or disability on or before the Transition Date, then you will receive the RSU Award Severance, Performance Award Severance, and Cash and COBRA Severance Benefits.

Any payments or benefits due to you under the preceding three paragraphs (for the avoidance of doubt, beginning with the paragraph discussing your Severance Benefits) shall be conditioned upon the execution of a general separation agreement and release of claims by you (or in the case of your death or disability, the administrator of your estate or your legal representative, as applicable) in such form as provided to you by FUSA within five (5) calendar days following your termination date that becomes irrevocable within sixty (60) days of your termination date. If the foregoing separation agreement and release of claims is executed and delivered and no longer subject to revocation as provided in the preceding sentence, then such payments or benefits shall be made or commence upon the sixtieth (60th) day following your termination date subject to the requirements under Section 409A (as defined below) as described further below. The first such cash payment shall include payment of all amounts that otherwise would have been due prior thereto under the terms of this letter had such payments commenced immediately upon your termination date, and any payments made thereafter shall continue as provided herein. The delayed payments or benefits shall in any event expire at the time such benefits would have expired had such benefits commenced immediately following your termination date.

In the event your employment is terminated for any reason, you shall be under no obligation to seek other employment and there shall be no offset against any amounts due to you under this letter on account of any remuneration attributable to any subsequent employment that you may obtain. Any amounts due under the preceding four paragraphs (for the avoidance of doubt, beginning with the paragraph discussing your Severance Benefits) are in the nature of severance payments, or liquidated damages, or both, and are not in the nature of a penalty.

Anything in this letter to the contrary notwithstanding, all payments required to be made by FUSA hereunder to you or your estate or beneficiaries shall be subject to the withholding of such amounts relating to taxes as FUSA may reasonably determine it should withhold pursuant to any applicable law or regulation. In lieu of withholding such amounts, in whole or in part, FUSA may, in its sole discretion, accept other provisions for payment of taxes and withholding as required by law, provided it is satisfied that all requirements of law affecting its responsibilities to withhold have been satisfied.

For purposes of this letter, "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 FUSA, Fabrinet or affiliates of either continues to be a public company with its securities listed on a stock exchange at the time of termination of your employment, and at the time of such termination it is determined that you are a "specified employee" within the meaning of Section 409A, the amounts 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 termination of your employment, will become payable on the first regularly scheduled payroll date that occurs on or after the date six (6) months and one (1) day following the date of termination of your employment (the "Separation Delay"). 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. Each payment and benefit payable under this letter is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. To the extent necessary or appropriate to be exempt from or to comply with Section 409A, your employment termination, termination of your employment, or similar terms in this letter will be references to your separation from service within the meaning of Section 409A.

Any Performance Awards outstanding as of the Prior Amendment Date will be settled and paid to you in accordance with the regular vesting schedule and payment timing requirements set forth in the applicable Performance Award agreement, subject to your continued employment or service as described in the applicable Performance Award agreement except as specified in this letter, provided that any Performance Awards (or portions thereof) that constitute Severance Benefits will be subject to any applicable Separation Delay. Notwithstanding the foregoing sentence, in the event that any Performance Award outstanding as of the Prior Amendment Date otherwise would be scheduled to vest and be settled upon the certification of achievement of the performance goal or goals under the Performance Award, such Performance Award (or portion thereof, as applicable) that vests upon certification instead will be settled and paid to you on the ninetieth (90th) day following the end of the performance period during which such performance goals would be measured, provided that any Performance Awards (or portions thereof) that constitute Severance Benefits will be subject to any applicable Separation Delay. Notwithstanding the foregoing in this paragraph, the settlement and payment of any vested Performance Awards will accelerate upon a corporate transaction set forth in Section 14(c) of the 2020 Equity Incentive Plan (or similar provision in any successor plan) that qualifies as a "change in control" within the meaning of Section 409A, in accordance with the terms of the 2020 Equity Incentive Plan (or successor plan, as applicable). The provisions of this letter constitute an amendment to any Performance Awards outstanding as of the Prior Amendment Date and may be amended only in writing and by specific reference to such applicable provisions of this letter.

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 or ambiguous terms herein will be interpreted to so comply. In no event will the Company have any liability, responsibility or obligation to reimburse you for any taxes or other costs (including without limitation any interest and penalties) that may be imposed on you under Section 409A or any other provision of the Code with respect to any payments or benefits you may receive from the Company under this letter or under any other agreement or arrangement. 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.

During the term of your employment, you shall not, without FUSA’s prior written consent:

(i) solicit or encourage to leave the employment or other service of FUSA, Fabrinet or the affiliates of either, any employee or independent contractor thereof or hire (on behalf of yourself or any other person or entity) any employee or independent contractor who has left the employment or other service of FUSA, Fabrinet or the affiliates of either within the one-year period which follows the termination of such employee’s or independent contractor’s employment or other service with FUSA, Fabrinet and the affiliates of either; or

(ii) whether for your own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere with FUSA’s, Fabrinet’s or any of their affiliates’ relationship with, or endeavor to entice away from FUSA, Fabrinet or the affiliates of either, any person who during the term of your employment is a customer or client of FUSA, Fabrinet or the affiliates of either.

You were previously provided additional information about general employment conditions including Company policies and benefits programs. Also, please be advised that it is the policy of FUSA to maintain a workplace that is free of drugs and alcohol.

You understand that nothing in this letter or other non-disclosure agreements you entered into with the Company shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this letter and any other such applicable agreements, “Protected Activity” means filing and/or pursuing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board (“Government Agencies”), including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. In addition, nothing in this letter or other non-disclosure agreements, including a definition of Company confidential information set forth therein, is intended to limit employees’ rights to discuss the terms, wages, and working conditions of their employment, nor to deny employees the right to disclose information pertaining to sexual harassment or any unlawful or potentially unlawful conduct, as protected by applicable law. You further understand that you are not permitted to disclose the Company’s attorney-client privileged communications or attorney work product. In addition, you acknowledge that the Company has provided you with notice in compliance with the Defend Trade Secrets Act of 2016 regarding immunity from liability for limited disclosures of trade secrets. The full text of the notice is the following: “ . . . An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. . . . An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.”

Should you have questions or require additional information about any benefits, terms or conditions of your employment, please do not hesitate to contact our General Counsel, Colin R. Campbell.

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.

We look forward to your continuing with our organization.

Sincerely,

Fabrinet USA, Inc.

/s/ Seamus Grady
Seamus Grady, Chief Executive Officer

I accept the offer of continued employment with FUSA under the terms described in this letter. I acknowledge that this letter is the complete agreement concerning my employment and supersedes all prior or concurrent agreements and representations and may not be modified in any way except in a writing executed by an authorized agent of FUSA.

/s/ Harpal Gill
Harpal Gill

May 3, 2023
Date

Exhibit 99.1

Fabrinet Announces Third Quarter Fiscal Year 2023 Financial Results

- ***Record Third Quarter Revenue of $665.3 Million Exceeds Guidance***

BANGKOK, Thailand – May 8, 2023 – 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 its third fiscal quarter ended March 31, 2023.

Seamus Grady, Chief Executive Officer of Fabrinet, said, "Revenue in the third quarter was above our guidance range, and we demonstrated the operating leverage inherent in our business model. While near-term inventory adjustments are affecting some parts of our business, the impacts are being somewhat offset by growth from other customer programs and continued gradual improvements in component availability. Our strong execution continues to benefit our bottom line results and we remain well-positioned to extend our success."

Third Quarter Fiscal Year 2023 Financial Highlights

GAAP Results

- Revenue for the third quarter of fiscal year 2023 was $665.3 million, compared to $564.4 million for the third quarter of fiscal year 2022.
- GAAP net income for the third quarter of fiscal year 2023 was $59.4 million, compared to $50.7 million for the third quarter of fiscal year 2022.
- GAAP net income per diluted share for the third quarter of fiscal year 2023 was $1.60, compared to $1.35 for the third quarter of fiscal year 2022.

Non-GAAP Results

- Non-GAAP net income for the third quarter of fiscal year 2023 was $71.8 million, compared to $56.2 million for the third quarter of fiscal year 2022.
- Non-GAAP net income per diluted share for the third quarter of fiscal year 2023 was $1.94, compared to $1.50 for the third quarter of fiscal year 2022.

Business Outlook

Based on information available as of May 8, 2023, Fabrinet is issuing guidance for its fourth fiscal quarter ending June 30, 2023, as follows:

- Fabrinet expects fourth quarter revenue to be in the range of $630 million to $650 million.
- GAAP net income per diluted share is expected to be in the range of $1.57 to $1.64, based on approximately 37.0 million fully diluted shares outstanding.
- Non-GAAP net income per diluted share is expected to be in the range of $1.76 to $1.83, based on approximately 37.0 million fully diluted shares outstanding.

Guidance for non-GAAP net income per diluted share excludes share-based compensation expenses and certain non-recurring items. A reconciliation of non-GAAP net income per diluted share to the corresponding GAAP measure is available at the end of this press release.

Conference Call Information

What:	Fabrinet Third Quarter Fiscal Year 2023 Financial Results Call
When:	May 8, 2023
Time:	5:00 p.m. ET
Live Call and Replay:	https://investor.fabrinet.com/events-and-presentations/events

A recorded version of this webcast will be available approximately two hours after the call and accessible at http://investor.fabrinet.com. The webcast 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, automotive components, medical devices, 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 testing. 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 United States of America, the People's Republic of China, and Israel. For more information visit: www.fabrinet.com.

Forward-Looking Statements

"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: (1) our optimism that we will be able to extend our success; and (2) all of the statements under the "Business Outlook" section regarding our expected revenue, GAAP and non-GAAP net income per share, and fully diluted shares outstanding for the fourth quarter of fiscal year 2023. 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: the growing global economic downturn; continued disruption to our supply chain, which could increase our costs and affect our ability to procure parts and materials; 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 competition 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 small number of customers and suppliers; difficulties in managing our operating costs; difficulties in managing and operating our business across multiple countries (including Thailand, the People's Republic of China, Israel, the U.S. and the U.K.); 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 Quarterly Report on Form 10-Q filed with the SEC on February 7, 2023. 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
We refer to the non-GAAP financial measures cited above in making operating decisions because they provide meaningful supplemental information regarding our ongoing operational performance. Non-GAAP net income excludes: share-based compensation expenses; depreciation of fair value uplift; amortization of intangibles; severance payment and others; restructuring and other related costs; and amortization of deferred debt issuance costs. We have excluded these items in order to enhance investors' understanding of our underlying 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 making financial and operational decisions. In addition, these non-GAAP financial measures are used to measure company performance for the purposes of determining employee incentive plan compensation.

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CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)

(in thousands of U.S. dollars, except share data and par value)	**March 31, 2023**	**June 24, 2022**
Assets		
Current assets		
Cash and cash equivalents	$ 230,743	$ 197,996
Short-term restricted cash	—	220
Short-term investments	307,980	280,157
Trade accounts receivable, net of allowance for doubtful accounts of $1,031 and $1,271, respectively	540,343	439,330
Contract assets	21,081	13,464
Inventories	554,247	557,145
Prepaid expenses	10,606	11,626
Other current assets	39,610	25,233
Total current assets	1,704,610	1,525,171
Non-current assets		
Long-term restricted cash	—	149
Property, plant and equipment, net	308,365	292,277
Intangibles, net	2,471	3,508
Operating right-of-use assets	2,210	4,084
Deferred tax assets	10,487	9,800
Other non-current assets	658	652
Total non-current assets	324,191	310,470
Total Assets	$ 2,028,801	$ 1,835,641
Liabilities and Shareholders' Equity		
Current liabilities		
Long-term borrowings, current portion, net	$ 12,156	$ 12,156
Trade accounts payable	436,085	439,684
Fixed assets payable	20,116	9,085
Contract liabilities	3,249	1,982
Operating lease liabilities, current portion	1,634	2,319
Income tax payable	2,785	2,898
Accrued payroll, bonus and related expenses	28,899	20,374
Accrued expenses	23,428	24,758
Other payables	26,637	25,231
Total current liabilities	554,989	538,487
Non-current liabilities		
Long-term borrowings, non-current portion, net	3,039	15,202
Deferred tax liability	6,159	6,001
Operating lease liability, non-current portion	235	1,476
Severance liabilities	21,267	18,384
Other non-current liabilities	1,531	2,409
Total non-current liabilities	32,231	43,472
Total Liabilities	587,220	581,959
Shareholders' equity		
Preferred shares (5,000,000 shares authorized, $0.01 par value; no shares issued and outstanding as of March 31, 2023 and June 24, 2022)	—	—
Ordinary shares (500,000,000 shares authorized, $0.01 par value; 39,274,783 shares and 39,048,700 shares issued at March 31, 2023 and June 24, 2022, respectively; and 36,578,909 shares and 36,436,683 shares outstanding at March 31, 2023 and June 24, 2022, respectively)	393	390
Additional paid-in capital	200,141	196,667
Less: Treasury shares (2,695,874 shares and 2,612,017 shares as of March 31, 2023 and June 24, 2022, respectively)	(156,475)	(147,258)
Accumulated other comprehensive income (loss)	(6,281)	(12,793)
Retained earnings	1,403,803	1,216,676
Total Shareholders' Equity	1,441,581	1,253,682
Total Liabilities and Shareholders' Equity	$ 2,028,801	$ 1,835,641

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CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (unaudited)

	Three Months Ended		Nine Months Ended	
(in thousands of U.S. dollars, except per share data)	March 31, 2023	March 25, 2022	March 31, 2023	March 25, 2022
Revenues	$ 665,281	$ 564,395	$ 1,989,366	$ 1,674,350
Cost of revenues	(579,274)	(493,702)	(1,735,388)	(1,470,689)
Gross profit	86,007	70,693	253,978	203,661
Selling, general and administrative expenses	(18,309)	(17,034)	(57,804)	(55,412)
Restructuring and other related costs	(5,872)	—	(5,872)	(135)
Operating income	61,826	53,659	190,302	148,114
Interest income	3,317	414	7,210	1,470
Interest expense	(399)	(73)	(1,179)	(347)
Foreign exchange gain (loss), net	(1,303)	(410)	(3,122)	998
Other income (expense), net	31	(36)	(178)	(1,351)
Income before income taxes	63,472	53,554	193,033	148,884
Income tax expense	(4,117)	(2,893)	(5,906)	(4,693)
Net income	59,355	50,661	187,127	144,191
Other comprehensive income (loss), net of tax:				
Change in net unrealized gain (loss) on available-for-sale securities	2,046	(2,455)	1,768	(3,615)
Change in net unrealized gain (loss) on derivative instruments	(5,535)	666	4,435	2,743
Change in net retirement benefits plan – prior service cost	113	124	338	448
Change in foreign currency translation adjustment	(191)	(34)	(29)	(198)
Total other comprehensive income (loss), net of tax	(3,567)	(1,699)	6,512	(622)
Net comprehensive income	$ 55,788	$ 48,962	$ 193,639	$ 143,569
Earnings per share				
Basic	$ 1.62	$ 1.37	$ 5.12	$ 3.90
Diluted	$ 1.60	$ 1.35	$ 5.07	$ 3.85
Weighted-average number of ordinary shares outstanding (thousands of shares)				
Basic	36,608	36,940	36,575	36,945
Diluted	36,989	37,473	36,895	37,451

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CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

(in thousands of U.S. dollars)	Nine Months Ended March 31, 2023	Nine Months Ended March 25, 2022
Cash flows from operating activities		
Net income for the period	$ 187,127	$ 144,191
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	32,504	28,907
Non-cash restructuring charges and other related costs	2,201	—
(Gain) loss on disposal and impairment of property, plant and equipment	(1,630)	(175)
(Gain) loss from sales and maturities of available-for-sale securities	92	(13)
Amortization of discount (premium) of short-term investments	300	3,038
Amortization of deferred debt issuance costs	24	24
(Reversal of) allowance for doubtful accounts	(240)	(39)
Unrealized loss (gain) on exchange rate and fair value of foreign currency forward contracts	693	(1,422)
Amortization of fair value at hedge inception of interest rate swaps	(478)	(736)
Share-based compensation	21,217	21,701
Deferred income tax	(276)	563
Other non-cash expenses	(151)	1,067
Changes in operating assets and liabilities		
Trade accounts receivable	(98,212)	(109,334)
Contract assets	(7,617)	(1,690)
Inventories	2,720	(30,503)
Other current assets and non-current assets	(11,807)	(11,221)
Trade accounts payable	(5,028)	55,333
Contract liabilities	1,267	243
Income tax payable	(262)	(872)
Severance liabilities	1,917	1,883
Other current liabilities and non-current liabilities	17,861	6,952
Net cash provided by operating activities	142,222	107,897
Cash flows from investing activities		
Purchase of short-term investments	(154,033)	(119,853)
Proceeds from sales of short-term investments	30,179	19,463
Proceeds from maturities of short-term investments	97,408	92,862
Purchase of property, plant and equipment	(43,422)	(75,327)
Purchase of intangibles	(698)	(592)
Proceeds from disposal of property, plant and equipment	117	229
Net cash used in investing activities	(70,449)	(83,218)
Cash flows from financing activities		
Repayment of long-term borrowings	(12,187)	(9,141)
Repayment of finance lease liability	(7)	—
Repurchase of ordinary shares	(9,217)	(28,624)
Withholding tax related to net share settlement of restricted share units	(17,740)	(20,439)
Net cash used in financing activities	(39,151)	(58,204)
Net increase (decrease) in cash, cash equivalents and restricted cash	$ 32,622	$ (33,525)
Movement in cash, cash equivalents and restricted cash		
Cash, cash equivalents and restricted cash at the beginning of period	$ 198,365	$ 303,123
Increase (decrease) in cash, cash equivalents and restricted cash	32,622	(33,525)
Effect of exchange rate on cash, cash equivalents and restricted cash	(244)	(301)
Cash, cash equivalents and restricted cash at the end of period	$ 230,743	$ 269,297
Non-cash investing and financing activities		
Construction, software and equipment-related payables	$ 20,116	$ 14,060

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CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited) (Continued)

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the condensed consolidated balance sheets that sum to the total of the same amounts shown in the condensed consolidated statements of cash flows:

(in thousands)	As of March 31, 2023	As of March 25, 2022
Cash and cash equivalents	$ 230,743	$ 269,140
Restricted cash	—	157
Cash, cash equivalents and restricted cash	$ 230,743	$ 269,297

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RECONCILIATION OF GAAP MEASURES TO NON-GAAP MEASURES

	Three Months Ended				Nine Months Ended			
	March 31, 2023		March 25, 2022		March 31, 2023		March 25, 2022	
(in thousands of U.S. dollars, except share data)	Net income	Diluted EPS	Net income	Diluted EPS	Net income	Diluted EPS	Net income	Diluted EPS
GAAP measures	**$ 59,355**	**$ 1.60**	**$ 50,661**	**$ 1.35**	**$ 187,127**	**$ 5.07**	**$ 144,191**	**$ 3.85**
Items reconciling GAAP net income & EPS to non-GAAP net income & EPS:								
Related to cost of revenues:								
Share-based compensation expenses	1,453	0.04	1,183	0.03	5,028	0.14	4,579	0.12
Depreciation of fair value uplift	—	—	—	—	—	—	92	0.00
Total related to gross profit	1,453	0.04	1,183	0.03	5,028	0.14	4,671	0.12
Related to selling, general and administrative expenses:								
Share-based compensation expenses	5,080	0.14	4,540	0.12	16,003	0.43	17,122	0.46
Amortization of intangibles	70	0.00	101	0.00	224	0.01	328	0.01
Severance payment and others	—	—	(250)	0.00	—	—	105	0.00
Total related to selling, general and administrative expenses	5,150	0.14	4,391	0.12	16,227	0.44	17,555	0.47
Related to other income and expense:								
Restructuring and other related costs	5,872	0.16	—	—	5,872	0.16	135	0.01
Amortization of deferred debt issuance costs	8	0.00	8	0.00	24	0.00	24	0.00
Total related to other income and expense	5,880	0.16	8	0.00	5,896	0.16	159	0.01
Total related to net income & EPS	12,483	0.34	5,582	0.15	27,151	0.74	22,385	0.60
Non-GAAP measures	**$ 71,838**	**$ 1.94**	**$ 56,243**	**$ 1.50**	**$ 214,278**	**$ 5.81**	**$ 166,576**	**$ 4.45**
Shares used in computing diluted net income per share								
GAAP diluted shares		36,989		37,473		36,895		37,451
Non-GAAP diluted shares		36,989		37,473		36,895		37,451

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RECONCILIATION OF NET CASH PROVIDED BY OPERATING ACTIVITIES TO FREE CASH FLOW

(in thousands)	Three Months Ended		Nine Months Ended	
	March 31, 2023	**March 25, 2022**	**March 31, 2023**	**March 25, 2022**
Net cash provided by operating activities	$ 37,122	$ 50,329	$ 142,222	$ 107,897
Less: Purchase of property, plant and equipment	(19,779)	(23,410)	(43,422)	(75,327)
Non-GAAP free cash flow	$ 17,343	$ 26,919	$ 98,800	$ 32,570

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GUIDANCE FOR QUARTER ENDING JUNE 30, 2023
RECONCILIATION OF GAAP MEASURES TO NON-GAAP MEASURES

	Diluted EPS
GAAP net income per diluted share:	**$1.57 to $1.64**
Related to cost of revenues:	
Share-based compensation expenses	0.05
Total related to gross profit	0.05
Related to selling, general and administrative expenses:	
Share-based compensation expenses	0.14
Total related to selling, general and administrative expenses	0.14
Total related to net income & EPS	**0.19**
Non-GAAP net income per diluted share	**$1.76 to $1.83**