

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 10-Q

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Quarterly Period Ended January 28, 2018
or
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission file number 000-27999

Finisar Corporation

(Exact name of Registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation or organization)*

94-3038428

*(I.R.S. Employer
Identification No.)*

1389 Moffett Park Drive

Sunnyvale, California

(Address of principal executive offices)

94089

(Zip Code)

**Registrant's telephone number, including area code:
408-548-1000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company
(Do not check if a smaller reporting 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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Number of shares of the registrant's common stock, \$.001 par value, outstanding as of March 2, 2018: 114,694,866

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For the Quarter Ended January 28, 2018

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FORWARD LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We use words like “anticipates,” “believes,” “plans,” “expects,” “future,” “intends” and similar expressions to identify these forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future events; however, our business and operations are subject to a variety of risks and uncertainties, and, consequently, actual results may materially differ from those projected by any forward-looking statements. As a result, you should not place undue reliance on these forward-looking statements since they may not occur.

Certain factors that could cause actual results to differ from those projected are discussed in “Part II. Other Information, Item 1A. Risk Factors.” We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information or future events.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

FINISAR CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except per share data)

	January 28, 2018	April 30, 2017
	(Unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 259,023	\$ 260,228
Short-term investments	957,267	976,595
Accounts receivable, net of allowance for doubtful accounts of \$354 at January 28, 2018 and \$756 at April 30, 2017	243,963	272,377
Inventories	382,179	331,388
Other current assets	53,023	68,269
Total current assets	1,895,455	1,908,857
Property, equipment and improvements, net	495,364	383,919
Purchased intangible assets, net	9,148	13,019
Goodwill	106,736	106,736
Other assets	21,883	20,126
Deferred tax assets	78,593	107,225
Total assets	\$ 2,607,179	\$ 2,539,882
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 127,248	\$ 140,568
Accrued compensation	39,660	54,520
Other accrued liabilities	36,948	43,698
Deferred revenue	14,539	13,015
Current portion of convertible debt	248,426	—
Total current liabilities	466,821	251,801
Long-term liabilities:		
Convertible debt, net of current portion	483,481	707,782
Other non-current liabilities	16,464	17,594
Total liabilities	966,766	977,177
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.001 par value, 5,000 shares authorized, no shares issued and outstanding at January 28, 2018 and April 30, 2017	—	—
Common stock, \$0.001 par value, 750,000 shares authorized, 114,460 shares and 111,519 shares issued and outstanding at January 28, 2018 and April 30, 2017, respectively	114	112
Additional paid-in capital	2,839,701	2,784,204
Accumulated other comprehensive loss	(5,712)	(57,864)
Accumulated deficit	(1,193,690)	(1,163,747)
Total stockholders' equity	1,640,413	1,562,705
Total liabilities and stockholders' equity	\$ 2,607,179	\$ 2,539,882

See accompanying notes.

FINISAR CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited, in thousands, except per share data)

	Three Months Ended		Nine Months Ended	
	January 28, 2018	January 29, 2017	January 28, 2018	January 29, 2017
Revenues	\$ 332,403	\$ 380,588	\$ 1,006,414	\$ 1,091,776
Cost of revenues	243,724	242,961	705,009	709,790
Amortization of acquired developed technology	611	990	1,833	3,503
Gross profit	88,068	136,637	299,572	378,483
Operating expenses:				
Research and development	59,888	54,691	178,488	158,941
Sales and marketing	11,913	13,092	36,494	38,322
General and administrative	19,739	13,235	47,311	43,126
Start-up costs	638	—	638	—
Amortization of purchased intangibles	666	713	2,038	2,049
Impairment of long-lived assets	1,353	—	1,353	—
Total operating expenses	94,197	81,731	266,322	242,438
Income (loss) from operations	(6,129)	54,906	33,250	136,045
Interest income	3,995	1,716	11,181	3,463
Interest expense	(9,192)	(5,398)	(27,336)	(11,409)
Other income (expense), net	(459)	(339)	(2,042)	397
Income (loss) before income taxes	(11,785)	50,885	15,053	128,496
Provision for income taxes	43,874	4,499	44,996	9,395
Net income (loss)	\$ (55,659)	\$ 46,386	\$ (29,943)	\$ 119,101
Net income (loss) per share:				
Basic	\$ (0.49)	\$ 0.42	\$ (0.26)	\$ 1.08
Diluted	\$ (0.49)	\$ 0.40	\$ (0.26)	\$ 1.05
Shares used in computing net income (loss) per share:				
Basic	114,209	110,956	113,571	110,061
Diluted	114,209	114,873	113,571	113,506

See accompanying notes.

FINISAR CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited, in thousands)

	Three Months Ended		Nine Months Ended	
	January 28, 2018	January 29, 2017	January 28, 2018	January 29, 2017
Net income (loss)	\$ (55,659)	\$ 46,386	\$ (29,943)	\$ 119,101
Other comprehensive income (loss), net of tax:				
Change in cumulative foreign currency translation adjustment	35,952	(10,172)	52,152	(34,756)
Total other comprehensive income (loss), net of tax	35,952	(10,172)	52,152	(34,756)
Total comprehensive income (loss)	\$ (19,707)	\$ 36,214	\$ 22,209	\$ 84,345

See accompanying notes.

FINISAR CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, in thousands)

	Nine Months Ended	
	January 28, 2018	January 29, 2017
Operating activities		
Net income (loss)	\$ (29,943)	\$ 119,101
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	73,700	64,652
Amortization of intangible assets	3,870	5,552
Amortization of debt issuance costs	1,155	565
Stock-based compensation expense	49,448	39,200
Amortization of discount on held-to-maturity investments	(5,637)	(305)
Loss on sale or retirement of assets	36	20
Impairment of long-lived assets	1,353	—
Impairment of minority investment	2,347	643
Equity in losses of equity method investment	—	85
Amortization of discount on convertible debt	22,971	9,441
Deferred income tax expense	41,794	—
Changes in operating assets and liabilities:		
Accounts receivable	28,414	(30,842)
Inventories	(27,978)	(55,464)
Other assets	(2,011)	(20,740)
Accounts payable	(13,320)	14,325
Accrued compensation	(14,860)	14,556
Other accrued liabilities	(7,880)	(1,212)
Deferred revenue	1,524	1,436
Net cash provided by operating activities	<u>124,983</u>	<u>161,013</u>
Investing activities		
Additions to property, equipment and improvements	(156,302)	(91,463)
Net proceeds from sale of property and equipment	—	380
Purchases of short-term investments	(1,597,163)	(896,208)
Maturities of short-term investments	1,622,524	185,821
Purchase of intangible assets	—	(1,800)
Net cash used in investing activities	<u>(130,941)</u>	<u>(803,270)</u>
Financing activities		
Repayments of term loans	—	(200)
Proceeds from the issuance of 0.50% Convertible Senior Notes due 2036, net of issuance costs	—	569,302
Proceeds from the issuance of shares under equity plans and employee stock purchase plan	11,210	18,404
Shares repurchased for tax withholdings on vesting of restricted stock units	(6,457)	(3,877)
Net cash provided by financing activities	<u>4,753</u>	<u>583,629</u>
Net decrease in cash and cash equivalents	(1,205)	(58,628)
Cash and cash equivalents at beginning of period	260,228	299,221
Cash and cash equivalents at end of period	<u>\$ 259,023</u>	<u>\$ 240,593</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 4,170	\$ 1,297
Cash paid for taxes	\$ 8,863	\$ 8,795

See accompanying notes.

FINISAR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements as of January 28, 2018 and for the three and nine month periods ended January 28, 2018 and January 29, 2017 have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial statements and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"), and include the accounts of Finisar Corporation and its controlled subsidiaries (collectively, "Finisar" or the "Company"). Intercompany accounts and transactions have been eliminated in consolidation. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with U.S. GAAP and pursuant to the rules and regulations of the SEC have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, the unaudited condensed consolidated financial statements reflect all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the Company's financial position as of January 28, 2018, its operating results for the three and nine month periods ended January 28, 2018 and January 29, 2017, and its cash flows for the nine month periods ended January 28, 2018 and January 29, 2017. Operating results for the three and nine month periods ended January 28, 2018 are not necessarily indicative of the results that may be expected for the fiscal year ending April 29, 2018. The condensed consolidated balance sheet as of April 30, 2017 has been derived from the audited consolidated financial statements as of that date, but does not include all the footnotes required by U.S. GAAP for complete financial statements. These unaudited condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes included in the Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2017.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

During the third quarter of fiscal 2018, Jerry S. Rawls resigned as the Company's Chief Executive Officer and as Chairman of the Company's Board of Directors (the "Board"). Mr. Rawls remains a member of the Board. In connection with Mr. Rawls' resignation, and in accordance with the terms of related separation and release agreement between Mr. Rawls and the Company, Mr. Rawls received a lump sum cash severance payment of \$300,000, and vesting of each of Mr. Rawls' outstanding and unvested awards of restricted stock units granted by the Company was accelerated 100%. Accordingly, during the third quarter of fiscal 2018, the Company recorded approximately \$7.5 million of compensation expense related to this acceleration.

2. Summary of Significant Accounting Policies

For a description of significant accounting policies, see Note 2, Summary of Significant Accounting Policies, to the consolidated financial statements included in the Company's annual report on Form 10-K for the fiscal year ended April 30, 2017. There have been no material changes to the Company's significant accounting policies since the filing of the annual report on Form 10-K.

Pending Adoption of New Accounting Standards

In May 2014, the FASB, jointly with the International Accounting Standards Board, issued a comprehensive new standard on revenue recognition from contracts with customers. The standard's core principle is that a reporting entity will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In applying this new guidance to contracts within its scope, an entity will: (1) identify the contract(s) with a customer, (2) identify the performance obligation in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the entity satisfies a performance obligation. Additionally, this new guidance would require significantly expanded disclosures about revenue recognition. Provisions of this new standard are effective for annual reporting periods (including interim reporting periods within those annual periods) beginning after December 15, 2016. In April 2015, the FASB proposed a deferral of this standard's effective date by one year. The proposed deferral allows early adoption at the original effective date. Entities have the option of using either a full retrospective or a modified retrospective approach to adopt this new guidance. The Company plans to adopt this standard using a modified retrospective approach. The Company's assessment has identified a change in revenue recognition timing on sales made to distributors. The Company expects to recognize revenue upon delivery of products to the distributor (in accordance with established shipping and delivery terms) rather than deferring recognition until the distributor sells the product to the end customer. On the date of the initial application, the Company will remove the deferred revenue on sales to distributors through a cumulative adjustment to retained earnings. The Company is continuing its evaluation of any additional potential effects, such as the timing of revenue recognition on

licensing arrangements with respect to the Company's intellectual property, on its consolidated financial position, results of operations and cash flows, as well as changes to its accounting policies and disclosures, from the adoption of this standard.

In February 2016, the FASB issued an accounting standards update which replaces the current lease accounting standard. The update will require lessees, among other items, to recognize a right-of-use asset and a lease liability for most leases. The update is effective for fiscal years beginning after December 15, 2018, and interim periods within those fiscal years, with early adoption permitted. The new standard must be adopted using a modified retrospective transition, and provides for certain optional practical expedients. Transition will require application of the new guidance at the beginning of the earliest comparative period presented. The Company expects to adopt this standard in the first quarter of its fiscal 2020. The Company is currently evaluating potential effects on its consolidated financial position, results of operations and cash flows from the adoption of this standard.

From time to time, new accounting pronouncements are issued by the FASB, or other standards setting bodies, that are adopted by the Company as of the specified effective date. Unless otherwise discussed, the Company believes the impact of recently issued standards that are not yet effective will not have a material impact on its consolidated financial position, results of operations and cash flows upon adoption.

U.S. Tax Reform

On December 22, 2017, the Tax Cuts and Jobs Act ("TCJA") was enacted, containing significant changes to the U.S. tax law, including lowering the U.S. corporate income tax rate, implementing a territorial tax system, and imposing a one-time tax on deemed repatriation of earnings of foreign subsidiaries.

The TCJA reduces the U.S. statutory corporate income tax rate from 35% to 21%, effective January 1, 2018. As a result of this rate reduction, the Company revalued its net deferred tax asset as of December 22, 2017, and recorded a reduction in its deferred tax assets and a corresponding deferred tax expense of approximately \$22.3 million.

The TCJA allows 100% expensing of cost of qualified property acquired and placed in service after September 27, 2017 and before January 1, 2023. The bonus depreciation percentage is phased down from 100% beginning in 2023 through 2026. The Company expects to elect to claim the 100% bonus depreciation for the assets placed into service after September 27, 2017. The net impact of this provision is not material to the Company's consolidated financial position, results of operations and cash flows.

The TCJA also implements a territorial tax system. Under the territorial tax system, in general, the Company's foreign earnings will no longer be subject to tax in the U.S. As part of transitioning to the territorial tax system, the TCJA includes a mandatory deemed repatriation of all undistributed foreign earnings that are subject to a U.S. income tax. As of December 31, 2017, the Company had approximately \$123.0 million of undistributed earnings for certain non-U.S. subsidiaries that have been indefinitely reinvested outside the U.S. The mandatory deemed repatriation of these undistributed earnings resulted in a one-time deferred tax expense of approximately \$19.5 million. This provisional estimate may be impacted by a number of additional considerations, including, but not limited to, the issuance of final regulations and the Company's ongoing analysis of this new tax law.

The Company has historically asserted its intent to reinvest these earnings in foreign operations indefinitely and continues to do so. The Company does not intend to repatriate these earnings to fund its U.S. operations and, accordingly, it does not provide for the U.S. state income and foreign withholding tax on these earnings.

While the TJCA provides a territorial tax system, beginning in 2018, it includes two new U.S. tax base erosion provisions, the global intangible low-taxed income ("GILTI") provision and the base-erosion and anti-abuse tax ("BEAT") provision. The GILTI provision requires the Company to include in its U.S. income tax return foreign subsidiary earnings in excess of an allowable return on the foreign subsidiary's tangible assets. The BEAT provision eliminates the deduction of certain base-erosion payments made to related foreign corporations and imposes a minimum tax if greater than regular tax. The Company expects that the BEAT provision may result in significant U.S. tax in future periods. In addition, the Company intends to account for the GILTI tax in the period in which it is incurred, and therefore has not provided any deferred tax impacts of GILTI in its consolidated financial statements for the three and nine month periods ended January 28, 2018.

On December 22, 2017, the SEC staff issued Staff Accounting Bulletin No. 118 to address the application of U.S. GAAP in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the TCJA. The Company has recognized the provisional tax impact related to deemed repatriated earnings and the revaluation of deferred tax assets and liabilities to the extent needed and included these amounts in its consolidated financial statements for the three and nine month periods ended January 28, 2018. The ultimate impact may differ from these provisional amounts, possibly materially, due to, among other things, additional analysis, changes in interpretations and assumptions the Company has made, additional

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regulatory guidance that may be issued, and actions the Company may take as a result of the TCJA. The accounting is expected to be complete when the Company's 2017 U.S. corporate income tax return is filed in 2018.

3. Earnings per Share

Basic net income (loss) per share has been computed using the weighted-average number of shares of common stock outstanding during the period. Diluted net income (loss) per share has been computed using the weighted-average number of shares of common stock outstanding during the period plus dilutive potential shares of common stock from (1) stock options and restricted stock units (under the treasury stock method) and (2) convertible debt (under the treasury stock method) outstanding during the period.

The following table presents the calculation of basic and diluted net income (loss) per share:

<i>(in thousands, except per share amounts)</i>	Three Months Ended		Nine Months Ended	
	January 28, 2018	January 29, 2017	January 28, 2018	January 29, 2017
Numerator:				
Net income (loss)	\$ (55,659)	\$ 46,386	\$ (29,943)	\$ 119,101
Numerator for basic net income (loss) per share	(55,659)	46,386	(29,943)	119,101
Numerator for diluted net income (loss) per share	\$ (55,659)	\$ 46,386	\$ (29,943)	\$ 119,101
Denominator:				
Denominator for basic net income (loss) per share - weighted average shares	114,209	110,956	113,571	110,061
Effect of dilutive securities:				
Stock options and restricted stock units	—	3,786	—	3,445
0.50% Convertible Senior Notes due 2033	—	131	—	—
Dilutive potential common shares	—	3,917	—	3,445
Denominator for diluted net income (loss) per share	114,209	114,873	113,571	113,506
Net income (loss) per share:				
Basic	\$ (0.49)	\$ 0.42	\$ (0.26)	\$ 1.08
Diluted	\$ (0.49)	\$ 0.40	\$ (0.26)	\$ 1.05

The following table presents potential shares of common stock excluded from the calculation of diluted net income (loss) per share as their effect would have been anti-dilutive:

<i>(in thousands)</i>	Three Months Ended		Nine Months Ended	
	January 28, 2018	January 29, 2017	January 28, 2018	January 29, 2017
Stock options and restricted stock units	3,987	113	4,412	335

0.50% Convertible Senior Notes due 2033 and 0.50% Convertible Senior Notes due 2036 were excluded from the calculation of diluted earnings per share under the treasury stock method for the periods when the conversion price exceeded the average market price for the Company's common stock.

4. Inventories

Inventories consist of the following:

<i>(in thousands)</i>	As of	
	January 28, 2018	April 30, 2017
Raw materials	\$ 84,833	\$ 66,560
Work-in-process	214,044	173,302
Finished goods	83,302	91,526
Total inventories	\$ 382,179	\$ 331,388

5. Investments

The Company's portfolio of fixed income securities consists of commercial paper notes and term bank certificates of deposit. All of the Company's investments in fixed income securities have original maturity (maturity at the purchase date) of less than 12 months and are reported as short-term investments in the consolidated balance sheets as of January 28, 2018 and

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April 30, 2017. All of the Company's investments in fixed income securities are classified as held-to-maturity since the Company has the positive intent and ability to hold these investments until maturity. These investments are carried at amortized cost.

The Company's investments in fixed income securities as of January 28, 2018 and April 30, 2017 were as follows:

<i>(in thousands)</i>	January 28, 2018				April 30, 2017			
	Amortized Cost	Gross Unrealized		Fair Value	Amortized Cost	Gross Unrealized		Fair Value
		Gains	Losses			Gains	Losses	
Commercial paper	\$ 545,513	\$ —	\$ —	\$ 545,513	\$ 571,592	\$ —	\$ —	\$ 571,592
Certificates of deposit	411,754	—	—	411,754	405,003	—	—	405,003
Total	\$ 957,267	\$ —	\$ —	\$ 957,267	\$ 976,595	\$ —	\$ —	\$ 976,595

During the three and nine month periods ended January 28, 2018 and January 29, 2017, there were no gross unrealized gains or losses, no realized gains or losses, and no other-than-temporary impairments.

6. Debt

0.50% Convertible Senior Notes Due 2036

In December 2016, the Company issued and sold \$575.0 million in aggregate principal amount of 0.50% Convertible Senior Notes due 2036 (the "2036 Notes") at par. The terms of the notes are governed by an indenture by and between the Company and Wells Fargo Bank, National Association, as Trustee. The notes will mature on December 15, 2036, unless earlier repurchased, redeemed or converted. The notes are senior unsecured and unsubordinated obligations of the Company, and are effectively subordinated to the Company's secured indebtedness and the indebtedness and other liabilities of the Company's subsidiaries. The notes bear interest at a rate of 0.5% per year, payable semi-annually in arrears on June 15 and December 15 each year.

Holder of the notes may convert their notes at their option prior to the close of business on the business day immediately preceding June 15, 2036 only under the following circumstances: (1) during any fiscal quarter commencing after the fiscal quarter ending on January 29, 2017 (and only during such fiscal quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the applicable conversion price on each applicable trading day; (2) during the five business day period after any five consecutive trading day period ("measurement period"), in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Company's common stock and the applicable conversion rate on each such trading day; or (3) upon the occurrence of specified corporate events. On or after June 15, 2036 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their notes at any time, regardless of whether any of the foregoing circumstances have occurred. The conversion rate will initially equal 22.6388 shares of common stock per \$1,000 principal amount of notes (which is equivalent to an initial conversion price of approximately \$44.17 per share of common stock), subject to adjustment. Upon conversion of a note, the Company will pay or deliver, as the case may be, either cash, shares of its common stock or a combination of cash and shares of its common stock, at the Company's election, as provided in the indenture. If holders elect to convert their notes in connection with a "fundamental change" (as defined in the indenture) that occurs on or before December 22, 2021, the Company will, to the extent provided in the indenture, increase the conversion rate applicable to such notes ("make-whole feature").

Holder will have the option to require the Company to redeem for cash any notes held by them in the event of a fundamental change at a purchase price equal to 100% of the principal amount of the notes plus accrued and unpaid interest to, but excluding, the redemption date. Holder also have the option to require the Company to redeem for cash any notes held by them on December 15, 2021, December 15, 2026 and December 15, 2031 at a redemption price equal to 100% of the principal amount of the notes plus accrued and unpaid interest to, but excluding, the redemption date. The Company may redeem the notes in whole or in part at any time on or after December 22, 2021 at 100% of the principal amount, plus accrued and unpaid interest to, but excluding, the redemption date.

The Company considered the features embedded in the notes, that is, the conversion feature, the holders' put feature, the Company's call feature, and the make-whole feature, and concluded that they are not required to be bifurcated and accounted for separately from the host debt instrument.

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Because of its option to settle conversion of the notes in cash, the Company separated the liability and equity components of the notes. The carrying amount of the liability component at issuance date of \$465.1 million was calculated by estimating the fair value of similar liabilities without a conversion feature. The residual principal amount of the notes of \$109.9 million was allocated to the equity component. The resulting debt discount is amortized as interest expense. As of January 28, 2018, the remaining debt discount amortization period was 47 months.

As of January 28, 2018, the 2036 Notes consisted of the following (in thousands):

Liability component:	
Principal	\$ 575,000
Unamortized debt discount	(87,930)
Unamortized debt issuance costs	(3,589)
Net carrying amount of the liability component	<u>\$ 483,481</u>
Carrying amount of the equity component	\$ 109,881

The Company incurred approximately \$5.7 million in transaction costs in connection with the issuance of the notes. These costs were allocated to the liability and equity components in proportion to the allocation of proceeds. Transaction costs of \$4.6 million, allocated to the liability component, were recognized as a debt discount and are amortized. Transaction costs of \$1.1 million, allocated to the equity component, were recognized as a reduction of additional paid-in capital.

The following table sets forth interest expense information related to the 2036 Notes:

<i>(in thousands, except percentages)</i>	Three Months Ended		Nine Months Ended	
	January 28, 2018	January 29, 2017	January 28, 2018	January 29, 2017
Contractual interest expense	\$ 719	\$ 282	\$ 2,157	\$ 282
Amortization of the debt discount	5,085	1,934	15,093	1,934
Amortization of issuance costs	231	103	693	103
Total interest cost	<u>\$ 6,035</u>	<u>\$ 2,319</u>	<u>\$ 17,943</u>	<u>\$ 2,319</u>
Effective interest rate on the liability component	4.85%	4.85%	4.85%	4.85%

The Company applies the treasury stock method to determine the potential dilutive effect of the 2036 Notes on net income per share as a result of the Company's intent and stated policy to settle the principal amount of the 2036 Notes in cash.

0.50% Convertible Senior Notes Due 2033

In December 2013, the Company issued and sold \$258.8 million in aggregate principal amount of 0.50% Convertible Senior Notes due 2033 (the "2033 Notes") at par. The terms of the notes are governed by an indenture by and between the Company and Wells Fargo Bank, National Association, as Trustee. The notes will mature on December 15, 2033, unless earlier repurchased, redeemed or converted. The notes are senior unsecured and unsubordinated obligations of the Company, and are effectively subordinated to the Company's secured indebtedness and the indebtedness and other liabilities of the Company's subsidiaries. The notes bear interest at a rate of 0.5% per year, payable semi-annually in arrears on June 15 and December 15 each year.

Holder of the notes may convert their notes at their option prior to the close of business on the business day immediately preceding June 15, 2033 only under the following circumstances: (1) during any fiscal quarter commencing after the fiscal quarter ending on January 26, 2014 (and only during such fiscal quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the applicable conversion price on each applicable trading day; (2) during the five business day period after any five consecutive trading day period ("measurement period"), in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Company's common stock and the applicable conversion rate on each such trading day; or (3) upon the occurrence of specified corporate events. On or after June 15, 2033 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their notes at any time, regardless of whether any of the foregoing circumstances have occurred. The conversion rate will initially equal 33.1301 shares of common stock per \$1,000 principal amount of notes (which is equivalent to an initial conversion price of approximately \$30.18 per share of common stock), subject to adjustment. Upon conversion of a note, the

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Company will pay or deliver, as the case may be, either cash, shares of its common stock or a combination of cash and shares of its common stock, at the Company's election, as provided in the indenture. If holders elect to convert their notes in connection with a "fundamental change" (as defined in the indenture) that occurs on or before December 22, 2018, the Company will, to the extent provided in the indenture, increase the conversion rate applicable to such notes ("make-whole feature").

Holders will have the option to require the Company to redeem for cash any notes held by them in the event of a fundamental change at a purchase price equal to 100% of the principal amount of the notes plus accrued and unpaid interest to, but excluding, the redemption date. Holders also have the option to require the Company to redeem for cash any notes held by them on December 15, 2018, December 15, 2023 and December 15, 2028 at a redemption price equal to 100% of the principal amount of the notes plus accrued and unpaid interest to, but excluding, the redemption date. The Company may redeem the notes in whole or in part at any time on or after December 22, 2018 at 100% of the principal amount, plus accrued and unpaid interest to, but excluding, the redemption date.

The Company considered the features embedded in the notes, that is, the conversion feature, the holders' put feature, the Company's call feature, and the make-whole feature, and concluded that they are not required to be bifurcated and accounted for separately from the host debt instrument.

Because of its option to settle conversion of the notes in cash, the Company separated the liability and equity components of the notes. The carrying amount of the liability component at issuance date of \$209.1 million was calculated by estimating the fair value of similar liabilities without a conversion feature. The residual principal amount of the notes of \$49.6 million was allocated to the equity component. The resulting debt discount is amortized as interest expense. As of January 28, 2018, the remaining debt discount amortization period was 10 months.

As of January 28, 2018, the 2033 Notes consisted of the following (in thousands):

Liability component:	
Principal	\$ 258,750
Unamortized debt discount	(9,784)
Unamortized debt issuance costs	(540)
Net carrying amount of the liability component	<u>\$ 248,426</u>
Carrying amount of the equity component	\$ 49,648

The Company incurred approximately \$3.8 million in transaction costs in connection with the issuance of the notes. These costs were allocated to the liability and equity components in proportion to the allocation of proceeds. Transaction costs of \$3.1 million, allocated to the liability component, were recognized as a non-current asset and are amortized. Transaction costs of \$725,000, allocated to the equity component, were recognized as a reduction of additional paid-in capital.

The following table sets forth interest expense information related to the 2033 Notes:

<i>(in thousands, except percentages)</i>	Three Months Ended		Nine Months Ended	
	January 28, 2018	January 29, 2017	January 28, 2018	January 29, 2017
Contractual interest expense	\$ 324	\$ 324	\$ 972	\$ 972
Amortization of the debt discount	2,654	2,529	7,878	7,507
Amortization of issuance costs	154	154	462	462
Total interest cost	<u>\$ 3,132</u>	<u>\$ 3,007</u>	<u>\$ 9,312</u>	<u>\$ 8,941</u>
Effective interest rate on the liability component	4.87%	4.87%	4.87%	4.87%

The Company applies the treasury stock method to determine the potential dilutive effect of the 2033 Notes on net income per share as a result of the Company's intent and stated policy to settle the principal amount of the 2033 Notes in cash.

As explained above, the terms of the 2033 Notes include a provision that allows the holders to require the Company to redeem any of their notes on December 15, 2018. Accordingly, all \$248.4 million of the net carrying amount of the liability component of the 2033 Notes outstanding as of January 28, 2018 was classified as a current liability as of that date.

7. Fair Value of Financial Instruments

The Company's financial instruments not measured at fair value on a recurring basis as of January 28, 2018 and April 30, 2017 were as follows:

<i>(in thousands)</i>	January 28, 2018					April 30, 2017				
	Carrying Amount	Fair Value				Carrying Amount	Fair Value			
		Level 1	Level 2	Level 3	Total		Level 1	Level 2	Level 3	Total
Commercial paper	\$ 545,513	\$ —	\$ 545,513	\$ —	\$ 545,513	\$ 571,592	\$ —	\$ 571,592	\$ —	\$ 571,592
Certificates of deposit	\$ 411,754	\$ —	\$ 411,754	\$ —	\$ 411,754	\$ 405,003	\$ —	\$ 405,003	\$ —	\$ 405,003
2033 Notes	\$ 248,426	\$ 257,295	\$ —	\$ —	\$ 257,295	\$ 240,085	\$ 273,628	\$ —	\$ —	\$ 273,628
2036 Notes	\$ 483,481	\$ 528,641	\$ —	\$ —	\$ 528,641	\$ 467,697	\$ 534,391	\$ —	\$ —	\$ 534,391

The fair values of the Company's investments in commercial papers and certificates of deposit are based on quoted market prices for similar instruments or non-binding market prices that are corroborated by observable market data. The fair values of the 2033 Notes and the 2036 Notes are based on the price in the open market as of or close to the respective balance sheet dates. The difference between the carrying value and the fair value is primarily due to the spread between the conversion price and the market value of the shares underlying the conversion as of each respective balance sheet date.

8. Legal Matters

The Company accrues a liability for legal contingencies when it believes that it is both probable that a liability has been incurred and that it can reasonably estimate the amount of the loss. The Company reviews these accruals and adjusts them to reflect ongoing negotiations, settlements, rulings, advice of legal counsel and other relevant information. To the extent new information is obtained and the Company's views on the probable outcomes of claims, suits, assessments, investigations or legal proceedings change, changes in the Company's accrued liabilities would be recorded in the period in which such determination is made. For the matters referenced below, the amount of liability is not probable or the amount cannot be reasonably estimated; and, therefore, accruals have not been made. In addition, in accordance with the relevant authoritative guidance, for matters which the likelihood of material loss is at least reasonably possible, the Company provides disclosure of the possible loss or range of loss; however, if a reasonable estimate cannot be made, the Company will provide disclosure to that effect.

Due to the nature of the Company's business, it is subject to claims alleging infringement by various Company products and services. The Company believes that it has meritorious defenses to the allegations made in its pending cases and intends to vigorously defend these lawsuits; however, it is currently unable to determine the ultimate outcome of these or similar matters. In addition, the Company is a defendant in various litigation matters generally arising out of the normal course of business. Although it is difficult to predict the ultimate outcomes of these cases, the Company believes that it is not reasonably possible that the ultimate outcomes will materially and adversely affect its business, financial position, results of operations or cash flows.

Class Action and Shareholder Derivative Litigation

Several securities class action lawsuits related to the Company's March 8, 2011 earnings announcement alleging claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 have been filed in the United States District Court for the Northern District of California on behalf of a purported class of persons who purchased stock between December 2, 2010 through March 8, 2011. The named defendants are the Company and Jerry Rawls, its former Chief Executive Officer and former Chairman of the Board, and Eitan Gertel, its former Chief Executive Officer. To date, no specific amount of damages has been alleged. The cases were consolidated, lead plaintiff was appointed and a consolidated complaint was filed. The Company filed a motion to dismiss the case. On January 16, 2013, the District Court granted the Company's motion to dismiss and granted the lead plaintiffs leave to amend the consolidated complaint. An amended consolidated complaint was filed on February 6, 2013. Thereafter, the Company filed a renewed motion to dismiss the case. On September 30, 2013, the District Court granted the Company's motion and dismissed the case with prejudice, and plaintiff appealed. On January 8, 2016, the Ninth Circuit Court of Appeals reversed the judgment in part for further proceedings in the District Court. On July 15, 2016, lead plaintiff filed a Second Amended Complaint in the District Court. On August 19, 2016, the Company moved to dismiss. On May 1, 2017, the District Court denied the motion and a case scheduling order has been issued. On December 5, 2017, the District Court issued an order denying class certification. On February 1, 2018, the plaintiff filed a petition with the Ninth Circuit Court of Appeal for permission to appeal the denial of class certification.

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In addition, two purported shareholder derivative lawsuits related to the Company's March 8, 2011 earnings announcement have been filed in the California Superior Court for the County of Santa Clara, and a third derivative lawsuit has been filed in the United States District Court for the Northern District of California. The complaints assert claims for alleged breach of fiduciary duty, unjust enrichment, and waste on behalf of the Company. Named as defendants are the members of the Company's board of directors at the time of the claim and certain officers, including Jerry Rawls, the Company's former Chief Executive Officer and former Chairman of the Board, Eitan Gertel, the Company's former Chief Executive Officer, and Kurt Adzema, the Company's Chief Financial Officer. No specific amount of damages has been alleged and, by the derivative nature of the lawsuits, no damages will be alleged, against the Company. The state court cases have been consolidated and a lead plaintiff has been appointed to file a consolidated complaint. The derivative cases were stayed pending a ruling in the federal class action case. On August 7, 2017, the plaintiff in the federal case filed an amended complaint.

9. Guarantees and Indemnifications

Upon issuance of a guarantee, the guarantor must recognize a liability for the fair value of the obligations it assumes under that guarantee. As permitted under Delaware law and in accordance with the Company's Bylaws, the Company indemnifies its officers and directors for certain events or occurrences, subject to certain limits, while the officer or director is or was serving in such capacity at the Company's request. The term of the indemnification period is for the officer's or director's lifetime. The Company may terminate the indemnification agreements with its officers and directors upon 90 days written notice, but termination will not affect claims for indemnification relating to events occurring prior to the effective date of termination. The maximum amount of potential future indemnification is unlimited; however, the Company has a director and officer liability insurance policy that may enable it to recover a portion of any future amounts paid.

The Company enters into indemnification obligations under its agreements with other companies in its ordinary course of business, including agreements with customers, business partners and insurers. Under these provisions the Company generally indemnifies and holds harmless the indemnified party for losses suffered or incurred by the indemnified party as a result of the Company's activities or the use of the Company's products. These indemnification provisions generally survive termination of the underlying agreement. In some cases, the maximum potential amount of future payments the Company could be required to make under these indemnification provisions is unlimited.

The Company believes the fair value of these indemnification obligations is immaterial. Accordingly, the Company has not recorded any liabilities for these agreements as of January 28, 2018. To date, the Company has not incurred material costs to defend lawsuits or settle claims related to these indemnification agreements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We use words like “anticipates,” “believes,” “plans,” “expects,” “future,” “intends” and similar expressions to identify these forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future events; however, our business and operations are subject to a variety of risks and uncertainties, and, consequently, actual results may materially differ from those projected by any forward-looking statements. As a result, you should not place undue reliance on these forward-looking statements since they may not occur.

Certain factors that could cause actual results to differ from those projected are discussed in “Part II. Other Information, Item 1 A. Risk Factors.” We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information or future events.

The following discussion should be read together with our condensed consolidated financial statements and related notes thereto included elsewhere in this report.

Business Overview

We are a leading provider of optical subsystems and components that are used in data communication and telecommunication applications. Our optical subsystems consist primarily of transmitters, receivers, transceivers, transponders and active optical cables, which provide the fundamental optical-electrical, or optoelectronic interface for interconnecting the electronic equipment used in these networks, including the switches, routers, and servers used in wireline networks as well as the antennas and base stations used in wireless networks. These products rely on the use of semiconductor lasers and photodetectors in conjunction with integrated circuits and novel optoelectronic packaging to provide a cost-effective means for transmitting and receiving digital signals over fiber optic cable at speeds ranging from less than 1 gigabit per second, or Gbps, to more than 200 Gbps, over distances of less than 10 meters to more than 2,000 kilometers, using a wide range of network protocols and physical configurations.

We also provide products known as wavelength selective switches, or WSS. In long-haul and metro networks, each fiber may carry 50 to more than 100 different high-speed optical wavelengths. WSS are switches that are used to dynamically switch network traffic from one optical fiber to multiple other fibers without first converting to an electronic signal. The wavelength selective feature means that WSS enable any wavelength or combination of wavelengths to be switched from the input fiber to the output fibers. WSS products are sometimes combined with other components and sold as linecards that plug into a system chassis referred to as a reconfigurable optical add/drop multiplexers, or ROADMs.

Our line of optical components consists primarily of packaged lasers and photodetectors for data communication and telecommunication applications and laser and photodetector products for use in emerging consumer applications.

Demand for our products is largely driven by the continually growing need for additional network bandwidth created by the ongoing proliferation of data and video traffic from video downloads, Internet protocol TV, social networking, on-line gaming, file sharing, enterprise IP/Internet traffic, cloud computing, and data center virtualization that must be handled by both wireline and wireless networks. Mobile traffic is increasing as the result of proliferation of smartphones, tablet computers, and other mobile devices.

Our manufacturing operations are vertically integrated and we produce many of the key components used in making our products, including lasers, photodetectors and integrated circuits, or ICs, designed by our internal IC engineering teams. We also have internal assembly and test capabilities that make use of internally designed equipment for the automated testing of our optical subsystems and components.

We sell our products primarily to manufacturers of storage systems, networking equipment and telecommunication equipment such as Broadcom, Ciena, Cisco Systems, Dell EMC, Ericsson, FiberHome, Fujitsu, Hewlett Packard Enterprise, Huawei, IBM, Juniper, Nokia, QLogic, and ZTE, and to their contract manufacturers. These customers, in turn, sell their systems to businesses and to wireline and wireless telecommunication service providers and cable TV operators, collectively referred to as carriers. We also sell products to end-users.

Our cost of revenues consists of materials, salaries and related expenses for manufacturing personnel, manufacturing overhead, warranty expense, inventory adjustments for obsolete and excess inventory and the amortization of acquired

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developed technology associated with acquisitions that we have made. As a result of building a vertically integrated business model, our manufacturing cost structure has become more fixed. While this can be beneficial during periods when demand is strong, it can be more difficult to reduce costs during periods when demand for our products is weak, product mix is unfavorable or selling prices are generally lower. While we have undertaken measures to reduce our operating costs, there can be no assurance that we will be able to reduce our cost of revenues sufficiently to achieve or sustain profitability.

Since October 2000, we have completed the acquisition of two publicly-held companies. We have also completed the acquisition of 13 privately-held companies and certain businesses and assets from seven other companies in order to broaden our product offerings and provide new sources of revenue, production capabilities and access to advanced technologies that we believe will enable us to reduce our product costs and develop innovative and more highly integrated product platforms while accelerating the timeframe required to develop such products.

Critical Accounting Policies

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make judgments, estimates and assumptions in the preparation of our consolidated financial statements and accompanying notes. Actual results could differ from those estimates. We believe there have been no significant changes in our critical accounting policies from those described in our Annual Report on Form 10-K for the fiscal year ended April 30, 2017.

Results of Operations

Revenues (by market application)

(in thousands, except percentages)

	Three Months Ended		Change	% Change
	January 28, 2018	January 29, 2017		
Datacom revenue	\$ 266,108	\$ 269,515	\$ (3,407)	(1)%
Telecom revenue	66,295	111,073	(44,778)	(40)%
Total revenues	\$ 332,403	\$ 380,588	\$ (48,185)	(13)%

Revenues (by market application)

(in thousands, except percentages)

	Nine Months Ended		Change	% Change
	January 28, 2018	January 29, 2017		
Datacom revenue	\$ 781,047	\$ 775,183	\$ 5,864	1%
Telecom revenue	225,367	316,593	(91,226)	(29)%
Total revenues	\$ 1,006,414	\$ 1,091,776	\$ (85,362)	(8)%

Datacom revenue for the three month period ended January 28, 2018 decreased approximately \$3.4 million compared to the three month period ended January 29, 2017. During the period, 10 Gbps datacom transceiver revenue declined approximately \$25.1 million while 100 Gbps datacom transceiver revenue increased by approximately \$24.9 million as datacom customers move to higher rate transceivers. The trend of datacom customers buying higher data rate transceivers is expected to continue.

Telecom revenue for the three month period ended January 28, 2018 decreased approximately \$44.8 million compared to the three month period ended January 29, 2017. During the period, 10 Gbps telecom transceiver revenue declined approximately \$10.6 million, 100 Gbps telecom transceiver revenue declined approximately \$16.5 million and wavelength selective switch and ROADM line card revenue declined approximately \$10.5 million. We believe that demand for telecom products declined during the quarter due to lower sales to our Chinese OEM customers.

Datacom revenue for the nine month period ended January 28, 2018 increased approximately \$5.9 million compared to the nine month period ended January 29, 2017. During the period, 100 Gbps datacom transceiver revenue increased approximately \$89.9 million and 10 Gbps datacom transceiver revenue declined approximately \$70.1 million as datacom customers move to higher rate transceivers. The trend of datacom customers buying higher data rate transceivers is expected to continue.

Telecom revenue for the nine month period ended January 28, 2018 decreased approximately \$91.2 million compared to the nine month period ended January 29, 2017. During the period, 10 Gbps telecom transceiver revenue declined approximately \$15.3 million, 100 Gbps telecom transceiver revenue declined approximately \$41.4 million and wavelength selective switch and ROADM line card revenue declined approximately \$14.6 million. We believe that demand for telecom products declined during the nine month period due to lower sales to our Chinese OEM customers.

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Our industry is characterized by products with average selling prices that decrease over time and we expect this trend to continue. Future decreases in average selling prices will have an unfavorable impact on our future revenues, which may be partially or fully offset in any period in the event that we are successful in increasing the number of units sold and/or increased sales of products with higher average selling prices.

Amortization of Acquired Developed Technology

(in thousands, except percentages)

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 611	\$ 990	\$ (379)	(38)%
Nine months ended	\$ 1,833	\$ 3,503	\$ (1,670)	(48)%

Amortization of acquired developed technology for the three and nine month periods ended January 28, 2018 decreased compared to the three and nine month periods ended January 29, 2017 due to the roll-off of amortization of certain intangible assets related to our prior acquisitions.

Gross Profit

(in thousands, except percentages)

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 88,068	\$ 136,637	\$ (48,569)	(36)%
As a percentage of revenues	26%	36%		
Nine months ended	\$ 299,572	\$ 378,483	\$ (78,911)	(21)%
As a percentage of revenues	30%	35%		

Gross profit is calculated as revenues less cost of revenues, amortization of acquired developed technology, and, if applicable, impairment of long-lived assets. The gross profit decline for the three and nine month periods ended January 28, 2018, compared to the respective prior periods was attributable to the combination of overall lower revenue levels and the decline in gross margin.

Gross margin is gross profit reflected as a percentage of revenues. Our cost of revenues consists of materials, salaries and related expenses for manufacturing personnel, manufacturing overhead, warranty expense, and inventory adjustments for excess and obsolete inventory. Gross margin for the three and nine month periods ended January 28, 2018 declined compared to the three and nine month periods ended January 29, 2017 mostly due to decreases in the average selling prices for our products. In addition, gross margin percentage declined approximately 500 basis points for the three month period and approximately 400 basis points for the nine month period due to the negative impact of fixed manufacturing costs relative to lower revenue in these periods.

Our industry is characterized by products with average selling prices that decrease over time and we expect this trend to continue. Future decreases in average selling prices will have an unfavorable impact on our future gross profit, which may be partially or fully offset in any period in the event that we are successful in increasing the number of units sold and/or increased sales of products with higher gross margins. Future decreases in average selling prices also will have an unfavorable impact on our future gross margin, which may be partially or fully offset in any period in the event that we are successful in decreasing the cost of goods sold of our products and/or increased sales of products with higher gross margins.

Research and Development Expenses

(in thousands, except percentages)

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 59,888	\$ 54,691	\$ 5,197	10%
Nine months ended	\$ 178,488	\$ 158,941	\$ 19,547	12%

Research and development expenses consist primarily of salaries and related costs of employees engaged in research and design activities, including stock-based compensation charges related to those employees, costs of design tools and computer hardware, costs related to prototyping, and allocated facilities and IT support costs. Research and development expenses for the three and nine month periods ended January 28, 2018 increased compared to the three and nine month periods ended January 29, 2017 due to an increase in material and other project expenses related to new product development activities. In addition, stock compensation increased by approximately \$612,000 and \$2.2 million compared to the prior three and nine month periods, respectively.

[Table of Contents](#)**Sales and Marketing Expenses***(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 11,913	\$ 13,092	\$ (1,179)	(9)%
Nine months ended	\$ 36,494	\$ 38,322	\$ (1,828)	(5)%

Sales and marketing expenses consist primarily of salaries and related costs of employees engaged in sales and marketing functions, including stock-based compensation charges related to those employees, commissions for our external sales representatives, costs related to marketing and promotional activities, and allocated facilities and IT support costs. Sales and marketing expenses for the three and nine month periods ended January 28, 2018 decreased compared to the three and nine month periods ended January 29, 2017 due to decreases in commissions for our external sales representatives due to lower revenue levels. In addition, stock compensation decreased by approximately \$29,000 and increased by approximately \$426,000 compared to the prior three and nine month periods, respectively.

General and Administrative Expenses*(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 19,739	\$ 13,235	\$ 6,504	49%
Nine months ended	\$ 47,311	\$ 43,126	\$ 4,185	10%

General and administrative expenses consist primarily of salaries and related costs of employees engaged in general and administrative functions, including stock-based compensation charges related to those employees, legal, audit and other professional fees, insurance costs, human resources and other corporate costs, and allocated facilities and IT support costs. General and administrative expenses for the three month period ended January 28, 2018 increased compared to the three month period ended January 29, 2017 primarily due to approximately \$7.5 million of stock based compensation expense related to the modification of equity awards for our former Chief Executive Officer upon his retirement during the third quarter of fiscal 2018. General and administrative expenses for the nine month period ended January 28, 2018 increased compared to the nine month period ended January 29, 2017 primarily due to approximately \$7.5 million of stock based compensation expense related to the modification of equity awards for our former Chief Executive Officer upon his retirement during the third quarter of fiscal 2018 partially offset by lower legal service fees related to on-going litigation in fiscal 2018.

Start-Up Costs*(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 638	\$ —	\$ 638	100%
Nine months ended	\$ 638	\$ —	\$ 638	100%

Start-up costs consist of operating expenses, including employee compensation, facility maintenance and other, related to our recently purchased 700,000 square foot manufacturing facility in Sherman, TX during the period while it is being brought to its intended use.

Impairment of Long-Lived Assets*(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 1,353	\$ —	\$ 1,353	100%
Nine months ended	\$ 1,353	\$ —	\$ 1,353	100%

During the third quarter of fiscal 2018, we recorded a \$1.4 million charge for the impairment of certain long-lived assets due to the projected cash flows associated with these assets not supporting the carrying values of these assets.

Interest Income*(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 3,995	\$ 1,716	\$ 2,279	133%
Nine months ended	\$ 11,181	\$ 3,463	\$ 7,718	223%

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Interest income for the three and nine month periods ended January 28, 2018 increased compared to the three and nine month periods ended January 29, 2017 due to an increase in cash and short-term investments balances primarily as a result of the issuance of \$575.0 million in aggregate principal amount of our 0.50% Convertible Senior Notes due 2036 in December 2016.

Interest Expense*(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 9,192	\$ 5,398	\$ 3,794	70%
Nine months ended	\$ 27,336	\$ 11,409	\$ 15,927	140%

Interest expense for the three and nine month periods ended January 28, 2018 increased compared to the three and nine month periods ended January 29, 2017 due to the amortization of the debt discount on our 0.50% Convertible Senior Notes due 2036 issued in December 2016.

Other Income (Expense), Net*(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ (459)	\$ (339)	\$ (120)	35 %
Nine months ended	\$ (2,042)	\$ 397	\$ (2,439)	(614)%

The change in other income (expense), net for the three month period ended January 28, 2018 as compared to the three month period ended January 29, 2017 was due to fluctuations of foreign currency exchange rates. The change in other income (expense), net for the nine month period ended January 28, 2018 as compared to the nine month period ended January 29, 2017 was due to a \$2.4 million impairment of one of our minority investments, recognized during the three month period ended July 30, 2017, due to this investee's prolonged negative results of operations and cash flows.

Provision for Income Taxes*(in thousands, except percentages)*

	January 28, 2018	January 29, 2017	Change	% Change
Three months ended	\$ 43,874	\$ 4,499	\$ 39,375	875%
Nine months ended	\$ 44,996	\$ 9,395	\$ 35,601	379%

The income tax provision for the three and nine month periods ended January 28, 2018 increased compared to the three and nine month periods ended January 29, 2017 primarily due to approximately \$41.8 million of the deferred tax expense associated with the revaluation of our net deferred tax assets and the inclusion of the one-time deemed repatriation of accumulated foreign earnings, both as the result of the Tax Cuts and Jobs Act, enacted on December 22, 2017.

Liquidity and Capital Resources*(in millions)*

	Nine Months Ended	
	January 28, 2018	January 29, 2017
Net cash provided by operating activities	\$ 125.0	\$ 161.0
Net cash used in investing activities	\$ (130.9)	\$ (803.3)
Net cash provided by financing activities	\$ 4.8	\$ 583.6

Operating Cash Flows

Net cash provided by operating activities in the nine month period ended January 28, 2018 primarily consisted of our net loss, as adjusted to exclude depreciation, amortization and other non-cash items totaling \$191.0 million. Net cash provided by operating activities in the nine month period ended January 29, 2017 primarily consisted of our net income, as adjusted to exclude depreciation, amortization and other non-cash items totaling \$119.9 million, offset by a \$77.9 million increase in working capital primarily related to a \$55.5 million increase in inventory.

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Investing Cash Flows

Net cash used in investing activities in the nine month period ended January 28, 2018 primarily consisted of expenditures for capital assets. Net cash used in investing activities in the nine month period ended January 29, 2017 primarily consisted of net purchases of short-term investments.

Financing Cash Flows

Net cash provided by financing activities in the nine month period ended January 28, 2018 primarily consisted of proceeds from the issuance of shares under our employee stock option and stock purchase plans, offset by share repurchases for tax withholdings on vesting of restricted stock units. Net cash provided by financing activities in the nine month period ended January 29, 2017 primarily consisted of net proceeds from the issuance of our 2036 Notes.

Contractual Obligations and Commercial Commitments

Our contractual obligations at January 28, 2018 were as follows (in thousands):

Contractual Obligations	Total	Payments Due by Period			
		Less than 1 year	1-3 Years	4-5 Years	After 5 Years
0.5% Convertible Senior Notes due 2033	\$ 258,750	\$ 258,750	\$ —	\$ —	\$ —
0.5% Convertible Senior Notes due 2036	575,000	—	—	575,000	—
Interest on 2033 Notes (a)	1,132	1,132	—	—	—
Interest on 2036 Notes (b)	11,141	2,875	5,750	2,516	—
Operating leases (c)	40,770	11,025	15,340	7,706	6,699
Capital purchase obligations	106,118	106,118	—	—	—
Other purchase obligations	108,934	108,934	—	—	—
Total contractual obligations	\$ 1,101,845	\$ 488,834	\$ 21,090	\$ 585,222	\$ 6,699

- (a) Includes interest on our 0.50% Convertible Senior Notes due 2033 through December 2018 as we have the right to redeem the notes in whole or in part at any time on or after December 22, 2018.
- (b) Includes interest on our 0.50% Convertible Senior Notes due 2036 through December 2021 as we have the right to redeem the notes in whole or in part at any time on or after December 22, 2021.
- (c) Includes operating lease obligations that have been accrued as restructuring charges.

The 2033 Notes are convertible into shares of our common stock at specified conversion prices by the holders at their option prior to the close of business on the business day immediately preceding June 15, 2033 only under the following circumstances: (1) during any fiscal quarter commencing after the fiscal quarter ending on January 26, 2014 (and only during such fiscal quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the applicable conversion price on each applicable trading day; (2) during the five business day period after any five consecutive trading day period ("measurement period"), in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our common stock and the applicable conversion rate on each such trading day; or (3) upon the occurrence of specified corporate events. On or after June 15, 2033 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their notes at any time, regardless of whether any of the foregoing circumstances have occurred. The 2033 Notes are also subject to redemption by the holders in December 2018, 2023 and 2028. These notes are redeemable by us, in whole or in part, at any time on or after December 22, 2018.

The 2036 Notes are convertible into shares of our common stock at specified conversion prices by the holders at their option prior to the close of business on the business day immediately preceding June 15, 2036 only under the following circumstances: (1) during any fiscal quarter commencing after the fiscal quarter ending on January 29, 2017 (and only during such fiscal quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the applicable conversion price on each applicable trading day; (2) during the five business day period after any five consecutive trading day period ("measurement period"), in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our common stock and the applicable conversion rate on each such trading day; or (3) upon the occurrence of specified corporate events. On or after June 15, 2036 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their notes at any time, regardless of whether any of the

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foregoing circumstances have occurred. The 2036 Notes are also subject to redemption by the holders in December 2021, 2026 and 2031. These notes are redeemable by us, in whole or in part, at any time on or after December 22, 2021.

Operating lease obligations consist primarily of base rents for facilities we occupy at various locations.

Capital purchase obligations represent commitments for the construction or purchase of property, equipment and improvements. They were not recorded as liabilities on our consolidated balance sheets as of January 28, 2018, as we had not yet received the related goods or taken title to the property.

Other purchase obligations represent all open purchase orders and contractual obligations in the ordinary course of business for which we have not received the goods or services. Although open purchase orders are considered enforceable and legally binding, their terms generally allow us the option to cancel, reschedule and adjust our requirements based on our business needs prior to the delivery of goods or performance of services.

Sources of Liquidity and Capital Resource Requirements

At January 28, 2018, our principal sources of liquidity consisted of approximately \$1.2 billion of cash and cash equivalents and short-term investments, of which approximately \$145 million was held by our foreign subsidiaries.

We believe that our existing balances of cash, cash equivalents and short-term investments, together with the cash expected to be generated from future operations, will be sufficient to meet our cash needs for working capital and capital expenditures for at least the next 12 months. We may, however, require additional financing to fund our operations in the future, to finance future acquisitions that we may propose to undertake or to repay or otherwise retire all of our outstanding 2033 Notes, in the aggregate principal amount of \$258.8 million, which are subject to redemption by the holders in December 2018, 2023 and 2028, or our 2036 Notes, in the aggregate principal amount of \$575.0 million, which are subject to redemption by the holders in December 2021, 2026 and 2031. A significant contraction in the capital markets, particularly in the technology sector, may make it difficult for us to raise additional capital if and when it is required, especially if we experience disappointing operating results. If adequate capital is not available to us as required, or is not available on favorable terms, our business, financial condition and results of operations will be adversely affected.

Off-Balance-Sheet Arrangements

At January 28, 2018 and April 30, 2017, we did not have any off-balance sheet arrangements or relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which are typically established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Item 3. *Quantitative and Qualitative Disclosures About Market Risk*

For quantitative and qualitative disclosures about market risk affecting Finisar, see Item 7A: “Quantitative and Qualitative Disclosures about Market Risk” in our Annual Report on Form 10-K for the fiscal year ended April 30, 2017. Our exposure related to market risk has not changed materially since April 30, 2017.

Item 4. *Controls and Procedures*

Evaluation of Effectiveness of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we evaluated the effectiveness of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended. Based upon that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this quarterly report.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended January 28, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. *Legal Proceedings*

Reference is made to “Part I, Item 1, Financial Statements - Note 8. Legal Matters” for a description of pending legal proceedings, including material developments in certain of those proceedings during the quarter ended January 28, 2018.

Item 1A. *Risk Factors*

OUR FUTURE PERFORMANCE IS SUBJECT TO A VARIETY OF RISKS, INCLUDING THOSE DESCRIBED BELOW. IF ANY OF THE FOLLOWING RISKS ACTUALLY OCCUR, OUR BUSINESS COULD BE HARMED AND THE TRADING PRICE OF OUR COMMON STOCK COULD DECLINE. YOU SHOULD ALSO REFER TO THE OTHER INFORMATION CONTAINED IN THIS REPORT, INCLUDING OUR CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND THE RELATED NOTES. THE RISK FACTORS DESCRIBED BELOW DO NOT CONTAIN ANY MATERIAL CHANGES FROM THOSE PREVIOUSLY DISCLOSED IN ITEM 1A OF OUR ANNUAL REPORT ON FORM 10-K FOR THE FISCAL YEAR ENDED APRIL 30, 2017, EXCEPT THAT WE HAVE ADDED A RISK FACTOR CONCERNING OUR ENTRY INTO THE MARKET FOR COMPONENTS FOR CONSUMER ELECTRONIC PRODUCTS, SPECIFICALLY OUR VCSEL ARRAY PRODUCTS FOR 3D SENSING.

Our quarterly revenues and operating results fluctuate due to a variety of factors, which may result in volatility or a decline in the price of our stock.

Our quarterly operating results have varied significantly due to a number of factors, including:

- fluctuation in demand for our products;
- the timing of new product introductions or enhancements by us and our competitors;
- the level of market acceptance of new and enhanced versions of our products;
- the timing of acquisitions that we have undertaken;
- the timing or cancellation of large customer orders;
- changes in levels of our customers' forecasted demand;
- the length and variability of the sales cycle for our products;
- pricing policy changes by us and our competitors and suppliers;
- the availability of development funding;
- changes in the mix of products sold;
- increased competition in product lines, and competitive pricing pressures; and
- the evolving and unpredictable nature of the markets for products incorporating our optical components and subsystems.

We expect that our operating results will continue to fluctuate in the future as a result of these factors and a variety of other factors, including:

- fluctuations in manufacturing yields;
- the emergence of new industry standards;
- failure to anticipate changing customer product requirements;
- the loss or gain of important customers;
- product obsolescence; and
- the amount of research and development expenses associated with new product introductions.

Our operating results could also be harmed by:

- adverse changes in economic conditions in various geographic areas where we or our customers do business;
- acts of terrorism and international conflicts or domestic crises;
- other conditions affecting the timing of customer orders or our ability to fill orders of customers subject to export control or U.S. economic sanctions; or
- a downturn in the markets for our customers' products, particularly the data storage and networking and telecommunication components markets.

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We may experience a delay in generating or recognizing revenues for a number of reasons. Open orders at the beginning of each quarter are typically lower than expected revenues for that quarter and are generally cancelable with minimal notice. Accordingly, we depend on obtaining orders during each quarter for shipment in that quarter to achieve our revenue objectives. Failure to ship these products by the end of a quarter may adversely affect our operating results. Furthermore, our customer agreements typically provide that the customer may delay scheduled delivery dates and cancel orders within specified timeframes without significant penalty. Because we base our operating expenses on anticipated revenue trends and a high percentage of our expenses are fixed in the short term, any delay in generating or recognizing forecasted revenues or changes in levels of our customers' forecasted demand could significantly harm our business. It is likely that in some future quarters our operating results will again decrease from the previous quarter or fall below the expectations of securities analysts and investors.

As a result of these factors, our operating results may vary significantly from quarter to quarter. Accordingly, we believe that period-to-period comparisons of our results of operations should not be relied upon as indications of future performance. Any shortfall in revenues or net income from the previous quarter or from levels expected by the investment community could cause a decline in the trading price of our stock.

We may lose sales if our suppliers or independent contract manufacturers fail to meet our needs or go out of business.

We currently purchase a number of key components used in the manufacture of our products from single or limited sources, and we rely on several independent contract manufacturers to supply us with certain key components and subassemblies, including lasers, modulators, and printed circuit boards. We depend on these sources to meet our production needs. Moreover, we depend on the quality of the components and subassemblies that they supply to us, over which we have limited control. Several of our suppliers are or may become financially unstable as the result of current global market conditions. In addition, from time to time we have encountered shortages and delays in obtaining components, and we may encounter additional shortages and delays in the future. If we cannot supply products due to a lack of components, or are unable to redesign products with other components in a timely manner, our business will be significantly harmed. We generally have no long-term contracts with any of our component suppliers or contract manufacturers. As a result, a supplier or contract manufacturer can discontinue supplying components or subassemblies to us without penalty. If a supplier were to discontinue supplying a key component or cease operations, the resulting product manufacturing and delivery delays could be lengthy, and our business could be substantially harmed. We are also subject to potential delays in the development by our suppliers of key components which may affect our ability to introduce new products. Similarly, disruptions in the operations of our key suppliers or in the services provided by our contract manufacturers, including disruptions due to natural disasters, or the transition to other suppliers of these key components or services could lead to supply chain problems or delays in the delivery of our products. These problems or delays could damage our relationships with our customers and adversely affect our business.

We use rolling forecasts based on anticipated product orders to determine our component and subassembly requirements. Lead times for materials and components that we order vary significantly and depend on factors such as specific supplier requirements, contract terms and current market demand for particular components. If we overestimate our component requirements, we may have excess inventory, which would increase our costs. If we underestimate our component requirements, we may have inadequate inventory, which could interrupt our manufacturing and delay delivery of our products to our customers. Any of these occurrences could significantly harm our business.

If we are unable to realize anticipated cost savings from the transfer of certain manufacturing operations to our overseas locations and increased use of internally-manufactured components our results of operations could be harmed.

As part of our ongoing initiatives to reduce the cost of revenues, we expect to realize significant cost savings through (i) the transfer of certain product manufacturing operations to lower cost off-shore locations and (ii) product engineering changes to enable the broader use of internally-manufactured components. The transfer of production to overseas locations may be more difficult and costly than we currently anticipate which could result in increased transfer costs and time delays. Further, following transfer, we may experience lower manufacturing yields than those historically achieved in our U.S. manufacturing locations. In addition, the engineering changes required for the use of internally-manufactured components may be more technically-challenging than we anticipate and customer acceptance of such changes could be delayed. Adverse changes in currency exchange rates between the U.S. dollar and the applicable local currency and/or unanticipated increases in labor costs at our lower cost manufacturing locations could limit the anticipated benefits of the transfer of certain product manufacturing operations to such lower cost locations. If we fail to achieve the planned product manufacturing transfer and increase in internally-manufactured component use within our currently anticipated timeframe, or if our manufacturing yields decrease as a result, we may be unsuccessful in achieving cost savings or such savings will be less than anticipated, and our results of operations could be harmed.

Continued competition in our markets may lead to an accelerated reduction in our prices, revenues and market share.

The end markets for optical products have experienced significant industry consolidation during the past few years while the industry that supplies these customers has experienced less consolidation. As a result, the markets for optical subsystems and components are highly competitive. Our current competitors include a number of domestic and international companies, many of which have substantially greater financial, technical, marketing and distribution resources and brand name recognition than we have. Increased consolidation in our industry, should it occur, will reduce the number of our competitors, but would be likely to further strengthen surviving industry participants. We may not be able to compete successfully against either current or future competitors. Companies competing with us may introduce products that are competitively priced, have increased performance or functionality, or incorporate technological advances and may be able to react quicker to changing customer requirements and expectations. There is also the risk that network systems vendors may re-enter the subsystem market and begin to manufacture the optical subsystems incorporated in their network systems. Increased competition could result in significant price erosion, reduced revenue, lower margins or loss of market share, any of which would significantly harm our business. Our principal competitors for data communication applications include Applied Optoelectronics, Foxconn, Innolight, Lumentum, Oclaro, and Sumitomo. Our principal competitors for telecommunication applications include Acacia Communications, Fujitsu Optical Components, Lumentum, Oclaro, and Sumitomo. Our competitors continue to introduce improved products and we will have to do the same to remain competitive.

Decreases in average selling prices of our products may reduce our gross margins.

The market for optical subsystems is characterized by declining average selling prices resulting from factors such as increased competition, overcapacity, the introduction of new products and increased unit volumes as manufacturers continue to deploy network and storage systems. We have in the past experienced, and in the future may experience, substantial period-to-period fluctuations in operating results due to declining average selling prices. We anticipate that average selling prices will decrease in the future in response to product introductions by competitors or us, or by other factors, including pricing pressures from significant customers. In particular, we typically conduct pricing negotiations for our existing products with some of our largest telecommunication OEM customers in the last several months of the calendar year. Decreases in our average selling prices resulting from these negotiations typically become effective at the beginning of the next calendar year and generally have an adverse impact on our gross margins in future quarters. This impact is typically most pronounced in our fourth fiscal quarter ending in April, when the impact of the new pricing is first felt over a full quarter. In order to sustain profitable operations, we must continue to develop and introduce on a timely basis new products that incorporate features that can be sold at higher average selling prices. Failure to do so could cause our revenues and gross margins to decline, which would result in additional operating losses and significantly harm our business.

We may be unable to reduce the cost of our products sufficiently to enable us to compete with others. Our cost reduction efforts may not allow us to keep pace with competitive pricing pressures and could adversely affect our margins. In order to remain competitive, we must continually reduce the cost of manufacturing our products through design and engineering changes. We may not be successful in redesigning our products or delivering our products to market in a timely manner. We cannot assure you that any redesign will result in sufficient cost reductions to allow us to reduce the price of our products to remain competitive or improve our gross margins.

Shifts in our product mix may result in declines in gross margins.

Gross margins on individual products fluctuate over the product's life cycle. Our overall gross margins have fluctuated from period to period as a result of shifts in product mix, the introduction of new products, decreases in average selling prices for older products and our ability to reduce product costs. These fluctuations are expected to continue in the future.

Failure to accurately forecast our revenues could result in additional charges for obsolete or excess inventories or non-cancelable purchase commitments.

We base many of our operating decisions, and enter into purchase commitments, on the basis of anticipated revenue trends which are highly unpredictable. Some of our purchase commitments are not cancelable, and in some cases we are required to recognize a charge representing the amount of material or capital equipment purchased or ordered which exceeds our actual requirements. In the past, we have periodically experienced significant growth followed by a significant decrease in customer demand such as occurred in fiscal 2001, when revenues increased by 181% followed by a decrease of 22% in fiscal 2002. Based on projected revenue trends during these periods, we acquired inventories and entered into purchase commitments in order to meet anticipated increases in demand for our products, which did not materialize. As a result, we recorded significant charges for obsolete and excess inventories and non-cancelable purchase commitments which contributed to substantial

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operating losses in fiscal 2002. Should revenues in future periods again fall substantially below our expectations, or should we fail again to accurately forecast changes in demand mix, we could again be required to record substantial charges for obsolete or excess inventories or non-cancelable purchase commitments.

If we encounter sustained yield problems or other delays in the production or delivery of our internally-manufactured components or in the final assembly and test of our products, we may lose sales and damage our customer relationships.

Our manufacturing operations are highly vertically integrated. In order to reduce our manufacturing costs, we have acquired a number of companies, and business units of other companies that manufacture optical components incorporated in our optical subsystem products and have developed our own facilities for the final assembly and testing of our products. For example, we design and manufacture many critical components incorporated in transceivers used for data communication and telecommunication applications, including all of the short wavelength VCSEL lasers, at our wafer fabrication facility in Allen, Texas and manufacture a portion of our internal requirements for longer wavelength lasers at our wafer fabrication facility in Fremont, California. We assemble and test most of our transceiver products at our facilities in Ipoh, Malaysia and Wuxi, China. As a result of this vertical integration, we have become increasingly dependent on our internal production capabilities. The manufacture of critical components, including the fabrication of wafers, and the assembly and testing of our products, involve highly complex processes. For example, minute levels of contaminants in the manufacturing environment, difficulties in the fabrication process or other factors can cause a substantial portion of the components on a wafer to be nonfunctional. These problems may be difficult to detect at an early stage of the manufacturing process and often are time-consuming and expensive to correct. From time to time, we have experienced problems achieving acceptable yields at our wafer fabrication facilities, resulting in delays in the availability of components. Moreover, an increase in the rejection rate of products during the quality control process before, during or after manufacture, results in lower yields and margins. In addition, changes in manufacturing processes required as a result of changes in product specifications, changing customer needs and the introduction of new product lines have historically significantly reduced our manufacturing yields, resulting in low or negative margins on those products. Poor manufacturing yields over a prolonged period of time could adversely affect our ability to deliver our subsystem products to our customers and could also affect our sale of components to customers in the merchant market. Our inability to supply components to meet our internal needs could harm our relationships with customers and have an adverse effect on our business.

The markets for our products are subject to rapid technological change, and to compete effectively we must continually introduce new products that achieve market acceptance.

The markets for our products are characterized by rapid technological change, frequent new product introductions, substantial capital investment, changes in customer requirements and evolving industry standards with respect to the protocols used in data communication and telecommunication networks. Our future performance will depend on the successful development, introduction and market acceptance of new and enhanced products that address these changes as well as current and potential customer requirements. For example, the market for optical subsystems is currently characterized by a trend toward the adoption of “pluggable” modules and subsystems that do not require customized interconnections and by the development of more complex and integrated optical subsystems. We expect that new technologies will emerge as competition and the need for higher and more cost-effective bandwidth increases. The introduction of new and enhanced products may cause our customers to defer or cancel orders for existing products. In addition, a slowdown in demand for existing products ahead of a new product introduction could result in a write-down in the value of inventory on hand related to existing products and/or a charge for the impairment of long-lived assets related to such products. We have in the past experienced a slowdown in demand for existing products and delays in new product development and such slowdown in demand and delays may occur in the future. To the extent customers defer or cancel orders for existing products due to a slowdown in demand or in the expectation of a new product release or if there is any delay in development or introduction of our new products or enhancements of our products, our operating results would be adversely affected. We also may not be able to develop the underlying core technologies necessary to create new products and enhancements, or to license these technologies from third parties. Product development delays may result from numerous factors, including:

- changing product specifications and customer requirements;
- unanticipated engineering complexities;
- expense reduction measures we have implemented, and others we may implement, to conserve our cash and attempt to achieve and sustain profitability;
- difficulties in hiring and retaining necessary technical personnel;
- difficulties in reallocating engineering resources and overcoming resource limitations; and
- changing market or competitive product requirements.

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The development of new, technologically advanced products is a complex and uncertain process, requiring high levels of innovation and highly skilled engineering and development personnel, as well as the accurate prediction of technological and market trends. The introduction of new products also requires significant investment to ramp up production capacity, for which benefit will not be realized if customer demand does not develop as expected. Ramping of production capacity also entails risks of delays which can limit our ability to realize the full benefit of the new product introduction. We cannot assure you that we will be able to identify, develop, manufacture, market or support new or enhanced products successfully, if at all, or on a timely basis. Further, we cannot assure you that our new products will gain market acceptance or that we will be able to respond effectively to product announcements by competitors, technological changes or emerging industry standards. Many of these factors are beyond our control. Any failure to respond to technological change would significantly harm our business.

In addition, in order to achieve widespread market acceptance, we must differentiate ourselves from our competition through product offerings and brand name recognition. We cannot assure you that we will be successful in making this differentiation or achieving widespread acceptance of our products. Failure of our existing or future products to maintain and achieve widespread levels of market acceptance will significantly impair our revenue growth.

Our entry into the market for components for consumer electronic products, specifically our VCSEL array products for 3D sensing, involves special risks.

We have recently entered into the market for components for consumer electronic products with our VCSEL array products for 3D sensing. We have purchased a facility in Sherman, Texas to expand our production capacity for these products and expect to make significant investments in such expansion during calendar year 2018. We have not previously participated in this market. The market for components for consumer electronics products and our expansion involve special risks, including:

- We expect our customer base for these products to be highly concentrated. If we are not able to meet the needs of our customers in this area, including with respect to timing and volume of production, performance and quality, we could lose business with our customers. Loss of business with any one customer could have a materially negative impact on our revenue and gross margin.
- We are making significant investment in expansion of our production capacity for our VCSEL arrays for 3D sensing, including the development of a high-volume production facility in Sherman, Texas. If we are unable to complete our production expansion plan and have our new production lines qualified by our customers on a timely basis, we could harm our customer relationships and lose business, which could have a materially negative impact on our revenue and gross margin.
- We expect revenue from our components for consumer electronic products to have significant seasonal variance due to the timing of new customer product introductions and demand.

Our future success ultimately depends on the continued growth of the communications industry and, in particular, the continued expansion of global information networks, particularly those directly or indirectly dependent upon a fiber optics infrastructure.

We are relying on increasing demand for voice, video and other data delivered over high-bandwidth network systems as well as commitments by network systems vendors to invest in the expansion of the global information network. As network usage and bandwidth demand increase, so does the need for advanced optical networks to provide the required bandwidth. Without network and bandwidth growth, the need for optical subsystems and components, and hence our future growth as a manufacturer of these products, will be jeopardized, and our business would be significantly harmed.

We depend on large purchases from a few significant customers, and any loss, cancellation, reduction or delay in purchases by these customers could harm our business.

A small number of customers have consistently accounted for a significant portion of our revenues. Our success will depend on our continued ability to develop and manage relationships with our major customers. Although we are attempting to expand our customer base, we expect that significant customer concentration will continue for the foreseeable future. We may not be able to offset any decline in revenues from our existing major customers with revenues from new customers, and our quarterly results may be volatile because we are dependent on large orders from these customers that may be reduced, delayed, or cancelled.

The markets in which we have historically sold our optical subsystems and components products are dominated by a relatively small number of systems manufacturers, thereby limiting the number of our potential customers. Recent consolidation of portions of our customer base, including telecommunication systems manufacturers, and potential future consolidation, may have a material adverse impact on our business. Our dependence on large orders from a relatively small

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number of customers makes our relationship with each customer critically important to our business. We cannot assure you that we will be able to retain our major customers, attract additional customers, or that our customers will be successful in selling their products that incorporate our products. We have in the past experienced delays and reductions in orders from some of our major customers. In addition, our customers have in the past sought price concessions from us, and we expect that they will continue to do so in the future. Expense reduction measures that we have implemented over the past several years, and additional action we are taking to reduce costs, may adversely affect our ability to introduce new and improved products which may, in turn, adversely affect our relationships with some of our key customers. Further, some of our customers may in the future shift their purchases of products from us to our competitors or to joint ventures between these customers and our competitors, or may in certain circumstances produce competitive products themselves. The loss of one or more of our major customers, any reduction or delay in sales to these customers, our inability to successfully develop relationships with additional customers, or future price concessions that we may make could significantly harm our business.

Because we do not have long-term contracts with our customers, our customers may cease purchasing our products at any time if we fail to meet our customers' needs.

Typically, we do not have long-term contracts with our customers. As a result, our agreements with our customers do not provide any assurance of future sales. Accordingly:

- our customers can stop purchasing our products at any time without penalty;
- our customers are free to purchase products from our competitors; and
- our customers are not required to make minimum purchases.

Sales are typically made pursuant to inventory hub arrangements under which customers may draw down inventory to satisfy their demand as needed or pursuant to individual purchase orders, often with extremely short lead times. If we are unable to fulfill these orders in a timely manner, it is likely that we will lose sales and customers. If our major customers stop purchasing our products for any reason, our business, financial condition, and results of operations would be harmed.

Our customers often evaluate our products for long and variable periods, which causes the timing of our revenues and results of operations to be unpredictable.

The period of time between our initial contact with a customer and the receipt of an actual purchase order typically spans over a year. During this time, customers may perform, or require us to perform, extensive and lengthy evaluation and testing of our products before purchasing and using the products in their equipment. These products often take substantial time to develop because of their complexity and because customer specifications sometimes change during the development cycle. Our customers do not typically share information on the duration or magnitude of these qualification procedures. The length of these qualification processes also may vary substantially by product and customer, and, thus, cause our results of operations to be unpredictable. While our potential customers are qualifying our products and before they place an order with us, we may incur substantial research and development and sales and marketing expenses and expend significant management effort. Even after incurring such costs, we ultimately may not be able to sell any products to such potential customers. In addition, these qualification processes often make it difficult to obtain new customers, as customers are reluctant to expend the resources necessary to qualify a new supplier if they have one or more existing qualified sources. Once our products have been qualified, the agreements that we enter into with our customers typically contain no minimum purchase commitments. Failure of our customers to incorporate our products into their systems would significantly harm our business.

Our products may contain defects that may cause us to incur significant costs, divert our attention from product development efforts and result in a loss of customers.

Our products are complex and defects may be found from time to time. Networking products frequently contain undetected software or hardware defects when first introduced or as new versions are released. In addition, our products are often embedded in or deployed in conjunction with our customers' products, which incorporate a variety of components produced by third parties. As a result, when problems occur, it may be difficult to identify the source of the problem. These problems may cause us to incur significant damages or warranty and repair costs, divert the attention of our engineering personnel from our product development efforts and cause significant customer relation problems or loss of customers, all of which would harm our business.

We may not be able to obtain additional capital in the future, and failure to do so may harm our business.

We believe that our existing balances of cash and cash equivalents, together with the cash expected to be generated from future operations, will be sufficient to meet our cash needs for working capital and capital expenditures for at least the next

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12 months. We may, however, require additional financing to fund our operations in the future, to finance future acquisitions that we may propose to undertake or to repay or otherwise retire our outstanding 2033 Notes, in the aggregate principal amount of \$258.8 million, which are subject to redemption by the holders in December 2018, 2023 and 2028, or our 2036 Notes, in the aggregate principal amount of \$575.0 million, which are subject to redemption by the holders in December 2021, 2026 and 2031. Due to the unpredictable nature of the capital markets, particularly in the technology sector, we cannot assure you that we will be able to raise additional capital if and when it is required, especially if we experience disappointing operating results. If adequate capital is not available to us as required, or is not available on favorable terms, we could be required to significantly reduce or restructure our business operations. If we do raise additional funds through the issuance of equity or convertible debt securities, the percentage ownership of our existing stockholders could be significantly diluted, and these newly-issued securities may have rights, preferences or privileges senior to those of existing stockholders.

Our international business and operations expose us to additional risks.

Products shipped to customers located outside the United States account for a majority of our revenues. In addition, we have significant tangible assets located outside the United States. Our principal manufacturing facilities are located in Malaysia and China. We currently operate smaller facilities in Australia, Israel, Korea, Sweden and Germany, and we are further expanding one of our manufacturing facilities in China. We also rely on several contract manufacturers located in Asia for our supply of key subassemblies. Conducting business outside the United States subjects us to a number of additional risks and challenges, including:

- periodic changes in a specific country's or region's economic conditions, such as recession;
- compliance with a wide variety of domestic and foreign laws and regulations (including those of municipalities or provinces where we have operations) and unexpected changes in those laws and regulatory requirements, including uncertainties regarding taxes, social insurance contributions and other payroll taxes and fees to governmental entities, tariffs, quotas, export controls, export licenses and other trade barriers;
- unanticipated restrictions on our ability to sell to foreign customers where sales of products and the provision of services may require export licenses;
- certification requirements;
- environmental regulations;
- fluctuations in foreign currency exchange rates;
- inadequate protection of intellectual property rights in some countries;
- potential political, legal and economic instability, foreign conflicts, and the impact of regional and global infectious illnesses in the countries in which we and our customers, suppliers and contract manufacturers are located;
- preferences of certain customers for locally produced products;
- difficulties and costs of staffing and managing international operations across different geographic areas and cultures, including assuring compliance with the U.S. Foreign Corrupt Practices Act and other U. S. and foreign anticorruption laws;
- seasonal reductions in business activities in certain countries or regions; and
- fluctuations in freight rates and transportation disruptions.

These factors, individually or in combination, could impair our ability to effectively operate one or more of our foreign facilities or deliver our products, result in unexpected and material expenses, or cause an unexpected decline in the demand for our products in certain countries or regions. Our failure to manage the risks and challenges associated with our international business and operations could have a material adverse effect on our business.

Our future operating results may be subject to volatility, as a result of exposure to foreign exchange risks.

We are exposed to foreign exchange risks. Foreign currency fluctuations may affect both our revenues and our costs and expenses, which would significantly affect our operating results. More than 99% of our sales worldwide are denominated in U.S. dollars. If there is a significant devaluation of the currency in a specific country relative to the dollar, the prices of our products will increase relative to that country's currency, our products may be less competitive in that country and our revenues may be adversely affected.

Although we price our products in U.S. dollars, portions of both our cost of revenues and operating expenses are incurred in foreign currencies, principally the Malaysian ringgit, the Chinese yuan, the Australian dollar, the Israeli shekel, the Swedish krona, and the Euro. As a result, we bear the risk that the rate of inflation in one or more countries will exceed the rate of the devaluation of that country's currency in relation to the U.S. dollar, which would increase our costs as expressed in U.S. dollars. To date, we have not engaged in currency hedging transactions to decrease the risk of financial exposure from fluctuations in foreign exchange rates.

Our failure to protect our intellectual property may significantly harm our business.

Our success and ability to compete is dependent in part on our proprietary technology. We rely on a combination of patent, copyright, trademark and trade secret laws, as well as confidentiality agreements to establish and protect our proprietary rights. We license certain of our proprietary technology, including our digital diagnostics technology, to customers who include current and potential competitors, and we rely largely on provisions of our licensing agreements to protect our intellectual property rights in this technology. We have obtained a number of issued patents, acquired certain other patents as a result of our acquisitions, and we have filed applications for additional patents; however, we cannot assure you that any pending patent applications will result in issued patents, any issued patents will include claims that are sufficiently broad to cover our products and technologies or to provide sufficient protection from our competitors, or that our issued patents will be upheld. Additionally, significant technology used in our product lines is not the subject of any patent protection, and we may be unable to obtain patent protection on such technology in the future. Any infringement of our proprietary rights could result in significant litigation costs, and any failure to adequately protect our proprietary rights could result in our competitors offering similar products, which could result in loss of competitive advantages and decreased revenues to us.

Despite our efforts to protect our proprietary rights, existing patent, copyright, trademark and trade secret laws afford only limited protection. In addition, the laws of some foreign countries do not protect our proprietary rights to the same extent as do the laws of the United States. Attempts may be made to copy or reverse engineer aspects of our products or to obtain and use information that we regard as proprietary. Accordingly, we may not be able to prevent misappropriation of our technology or deter others from developing similar technology. Furthermore, policing the unauthorized use of our products is difficult and expensive. We are currently engaged in pending litigation to enforce certain of our patents, and additional litigation may be necessary in the future to enforce our intellectual property rights or to determine the validity and scope of the proprietary rights of others. In connection with the pending litigation, substantial management time has been, and will continue to be, expended. In addition, we have incurred, and we expect to continue to incur, substantial legal expenses in connection with these pending lawsuits. These costs and this diversion of resources could significantly harm our business.

Claims that we or any user of our products infringe third-party intellectual property rights could result in significant expenses or restrictions on our ability to sell our products.

Our industry is characterized by the existence of a large number of patents and frequent litigation based on allegations of patent infringement. We are currently involved as a defendant in patent infringement litigation and have been involved in the past as a defendant in such lawsuits. From time to time, we have also been accused of patent infringement that is not subject to current lawsuit, some of which accusations are unresolved. In the future, we may be subject to additional litigation alleging infringement of patent, copyright, trademark and other intellectual property rights to technologies and in various jurisdictions that are important to our business. Any claims asserting that our products infringe or may infringe proprietary rights of third parties, if determined adversely to us, could significantly harm our business. Further, claims against a customer and/or end user of our products that the re-sale or use of our products, either alone or in combination with other products, infringes proprietary rights of third parties could cause customers or users to choose to not or be required to not utilize our products alone or in such combination, which could harm our sales of such products. Any claims, against us or any customer or user of our products, with or without merit, could be time-consuming, result in costly litigation, divert the efforts of our technical and management personnel, cause product shipment delays or require us to enter into royalty or licensing agreements, any of which could significantly harm our business. In addition, our agreements with our customers typically require us to indemnify our customers from any expense or liability resulting from claimed infringement of third party intellectual property rights. In the event a claim against us was successful and we could not obtain a license to the relevant technology on acceptable terms or license a substitute technology or redesign our products to avoid infringement, our business would be significantly harmed.

Numerous patents in our industry are held by others, including academic institutions, competitors and non-practicing entities. Optical subsystem suppliers may seek to gain a competitive advantage or other third parties may seek an economic return on their intellectual property portfolios by making infringement claims against us. In the future, we may need to obtain license rights to patents or other intellectual property held by others to the extent necessary for our business. Unless we are able to obtain those licenses on commercially reasonable terms, patents or other intellectual property held by others could inhibit our development of new products. Licenses granting us the right to use third party technology may not be available on commercially reasonable terms, if at all. Generally, a license, if granted, would include payments of up-front fees, ongoing royalties or both. These payments or other terms could have a significant adverse impact on our operating results.

If we are unable to retain our key management and technical personnel and attract and retain additional key personnel as required, our business could be significantly harmed.

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Our future success is substantially dependent upon the continued contributions of the members of our senior management team, many of whom have years of management, engineering, sales, marketing and manufacturing experience that would be difficult to replace. We also believe our future success will depend in large part upon our ability to attract and retain additional highly skilled managerial, technical, sales and marketing, finance and manufacturing personnel. In particular, we will need to increase the number of our technical staff members with experience in high-speed networking applications as we further develop our product lines. Competition for these highly skilled employees in our industry is intense. In making employment decisions, particularly in the high-technology industries, job candidates often consider the value of the equity they are to receive in connection with their employment. Therefore, significant volatility in the price of our common stock may adversely affect our ability to attract or retain key management and technical personnel. The loss of service of any of our key management or technical employees, our inability to attract or retain qualified personnel in the future or delays in hiring key personnel, as required, could significantly harm our business. In addition, employees may leave our company and subsequently compete against us. Moreover, companies in our industry whose employees accept positions with competitors frequently claim that their competitors have engaged in unfair hiring practices. We have been subject to claims of this type and may be subject to such claims in the future as we seek to hire qualified personnel. Some of these claims may result in material litigation. We could incur substantial costs in defending ourselves against these claims, regardless of their merits.

Our business and future operating results are subject to a wide range of uncertainties arising out of the continuing threat of terrorist attacks and ongoing military actions in the Middle East.

Like other U.S. companies, our business and operating results are subject to uncertainties arising out of the continuing threat of terrorist attacks on United States' interests, including U.S. companies, in locations worldwide and ongoing military actions in the Middle East, including the economic consequences of the war in Afghanistan or additional terrorist activities and associated political instability, and the impact of heightened security concerns on domestic and international travel and commerce. In particular, due to these uncertainties we are subject to:

- increased risks related to the operations of our manufacturing facilities in Malaysia;
- greater risks of disruption in the operations of our China, Singapore and Israeli facilities and our Asian contract manufacturers, including contract manufacturers located in Thailand, and more frequent instances of shipping delays; and
- the risk that future tightening of immigration controls may adversely affect the residence status of non-U.S. engineers and other key technical employees in our U.S. facilities or our ability to hire new non-U.S. employees in such facilities.

Future acquisitions could be difficult to integrate, disrupt our business, dilute stockholder value and harm our operating results.

In addition to our combination with Optium in August 2008 and our acquisitions of Ignis in May 2011, Red-C in July 2012 and u²t Photonics AG ("u²t") in January 2014, we have completed the acquisition of 11 privately-held companies and certain businesses and assets from seven other companies since October 2000. We continue to review opportunities to acquire other businesses, product lines or technologies that would complement our current products, expand the breadth of our markets or enhance our technical capabilities, or that may otherwise offer growth opportunities, and we from time to time make proposals and offers, and take other steps, to acquire businesses, products and technologies.

The Optium merger and several of our other past acquisitions have been material, and acquisitions that we may complete in the future may be material. In 13 of our 22 acquisitions, we issued common stock or notes convertible into common stock as all or a portion of the consideration. The issuance of common stock or other equity securities by us in connection with any future acquisition would dilute our stockholders' percentage ownership.

Other risks associated with acquiring the operations of other companies include:

- problems assimilating the purchased operations, technologies or products;
- unanticipated costs associated with the acquisition;
- diversion of management's attention from our core business;
- adverse effects on existing business relationships with suppliers and customers;
- risks associated with entering markets in which we have no or limited prior experience; and
- potential loss of key employees of purchased organizations.

Not all of our past acquisitions have been successful. In the past, we have subsequently sold some of the assets acquired in prior acquisitions, discontinued product lines and closed acquired facilities. As a result of these activities, we incurred

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significant restructuring charges and charges for the write-down of assets associated with those acquisitions. Through the third quarter of fiscal 2018, we have written off all of the goodwill associated with our past acquisitions with the exception of the more recently completed acquisitions of Ignis, Red-C and u²t. We cannot assure you that we will be successful in overcoming problems encountered in connection with our past acquisitions or potential future acquisitions, and our inability to do so could significantly harm our business. In addition, to the extent that the economic benefits associated with our past acquisitions or any of our future acquisitions diminish in the future, we may be required to record additional write downs of goodwill, intangible assets or other assets associated with such acquisitions, which would adversely affect our operating results.

We have made and may continue to make strategic investments which may not be successful, may result in the loss of all or part of our invested capital and may adversely affect our operating results.

Since inception, we have made minority equity investments in a number of early-stage technology companies, totaling approximately \$61.9 million. Our investments in these early stage companies were primarily motivated by our desire to gain early access to new technology. We intend to review additional opportunities to make strategic equity investments in pre-public companies where we believe such investments will provide us with opportunities to gain access to important technologies or otherwise enhance important commercial relationships. We have little or no influence over the early-stage companies in which we have made or may make these strategic, minority equity investments. Each of these investments in pre-public companies involves a high degree of risk. We may not be successful in achieving the financial, technological or commercial advantage upon which any given investment is premised, and failure by the early-stage company to achieve its own business objectives or to raise capital needed on acceptable economic terms could result in a loss of all or part of our invested capital. Between fiscal 2003 and the third quarter of fiscal 2018, we wrote off an aggregate of \$28.6 million in eight investments which became impaired and reclassified \$4.2 million of another investment to goodwill as the investment was deemed to have no value. We may be required to write off all or a portion of the \$610,000 of such equity investments remaining on our balance sheet as of January 28, 2018 in future periods.

Our ability to utilize certain net operating loss carryforwards and tax credit carryforwards may be limited under Sections 382 and 383 of the Internal Revenue Code.

As of April 30, 2017, the Company had federal, state and foreign net operating loss carryforwards of approximately \$276.8 million, \$13.2 million and \$34.3 million, respectively, and federal and state tax credit carryforwards of approximately \$34.3 million and \$26.8 million, respectively. With the exception of California R&D credit, which can be carried forward indefinitely, the net operating loss and tax credit carryforwards will expire at various dates beginning in fiscal 2020 through 2037, if not utilized. \$2.3 million of such net operating loss carryforwards and \$1.5 million of such tax credit carryforwards will expire in the next five years. Utilization of the Company's U.S. net operating loss and tax credit carryforwards may be subject to a substantial annual limitation due to the ownership change limitations set forth in Internal Revenue Code Section 382 and similar state provisions. Such an annual limitation could result in the expiration of the net operating loss and tax credit carryforwards before utilization.

On December 22, 2017, H.R.1, commonly referred to as the Tax Cuts and Jobs Act ("TCJA"), was signed into law. The TCJA is complex and includes amendments that significantly change the taxation of offshore earnings and the deductibility of interest. The TCJA had a material impact on the value of our deferred tax assets and could increase our future U.S. tax expense. The TCJA implements a territorial tax system, which includes a mandatory deemed repatriation of all undistributed foreign earnings that are subject to a U.S. income tax. The mandatory deemed repatriation of these undistributed earnings have been offset by federal and state net operating loss carryforwards, and state credit carryforwards. Additionally, TCJA introduces new international tax provisions that will be effective for our fiscal year 2019, including (i) a new provision designed to currently tax the global low-taxed income of our foreign subsidiaries, together with a deduction of up to 50 percent and a partial credit for foreign taxes incurred by the foreign subsidiaries; (ii) limitations on the deductibility of certain base eroding payments to foreign entities; and (iii) limitations on the use of foreign tax credits to reduce U.S. income tax liability. While each of these provisions may have an impact on our tax expense for fiscal year 2019 and future periods, we expect the minimum tax on certain base erosion payments to have the most significant impact. We are currently assessing the effect of the TCJA on our business and consolidated financial statements. Reference is made to "Part I, Item 1, Financial Statements - Note 2. Summary of Significant Accounting Policies" for further discussion of the TCJA.

Changes in the application of tax policies may harm our results of operations.

A number of factors may negatively impact the manner in which our existing NOLs are applied as well as our future effective tax rates including, but not limited to:

- the jurisdictions in which profits are determined to be earned and taxed;

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- changes in valuation of our deferred tax assets and liabilities;
- increases in expenses not deductible for tax purposes;
- changes in available tax credits;
- changes in stock-based compensation; and
- changes in tax laws or the interpretation of such tax laws, including by authorities in municipalities where we are subject to social insurance and other payroll taxes and fees, and changes in generally accepted accounting principles in the United States or other countries in which we operate.

An adverse change that impacts our tax position could negatively impact our operating results. In addition, we are the recipient of tax incentives that provide that certain income earned by our subsidiary in Malaysia is subject to a tax holiday for a limited period of time under the laws of that country. This Malaysian tax holiday is subject to expiration in August 2021. Our ability to realize benefits from tax initiatives could be materially affected if, among other things, applicable requirements are not met, the incentives are substantially modified, or if we incur losses for which we cannot take a deduction. In addition, although we have successfully received tax holiday extensions in the past, there can be no assurance that future extensions will be granted. If we are not able to extend a tax holiday, our total tax paid on a consolidated basis would be materially increased.

We will lose sales if we are unable to obtain government authorization to export certain of our products, and we would be subject to legal and regulatory consequences if we do not comply with applicable export control laws and regulations.

Exports of certain of our products are subject to export controls imposed by the U.S. Government and administered by the United States Departments of State and Commerce. In certain instances, these regulations may require pre-shipment authorization from the administering department. For products subject to the Export Administration Regulations, or EAR, administered by the Department of Commerce's Bureau of Industry and Security, the requirement for a license is dependent on the type and end use of the product, the final destination, the identity of the end user and whether a license exception might apply. Virtually all exports of products subject to the International Traffic in Arms Regulations, or ITAR, administered by the Department of State's Directorate of Defense Trade Controls, require a license. Certain of our fiber optics products are subject to EAR and certain of our RF-over-fiber products, as well as certain products developed with government funding, are currently subject to ITAR. Products developed and manufactured in our foreign locations are subject to export controls of the applicable foreign nation.

Given the current global political climate, obtaining export licenses can be difficult and time-consuming. Failure to obtain export licenses for these shipments could significantly reduce our revenue and materially adversely affect our business, financial condition and results of operations. Compliance with U.S. Government regulations also subjects us to additional fees and costs. The absence of comparable restrictions on competitors in other countries may adversely affect our competitive position.

We have previously been the subject of inquiries from the Department of State and the Department of Justice regarding compliance with ITAR. Although these inquiries were closed with no action being taken, we expended significant time and resources to resolve them, and future inquiries of this type could also be costly to resolve.

We are subject to pending securities class action and shareholder derivative legal proceedings.

Several securities class action lawsuits were filed against us and our Chairman of the Board, Chief Executive Officer and Chief Financial Officer following our March 8, 2011 announcement of unaudited financial results for the third quarter of fiscal 2011 and our financial outlook for the fourth quarter of fiscal 2011. We also have been named as a nominal defendant in several shareholder derivative lawsuits filed in 2011 concerning our March 8, 2011 earnings announcement. No specific amounts of damages have been alleged in the class action lawsuits and, by the nature of the lawsuits, no damages will be alleged against Finisar in the derivative lawsuits.

We will continue to incur legal fees in connection with these pending cases, including expenses for the reimbursement of legal fees of present and former officers and directors under indemnification obligations. The expense of continuing to defend such litigation may be significant. We intend to defend these lawsuits vigorously, however there can be no assurance that we will be successful in any defense. If any of the lawsuits related to our earnings announcement are adversely decided, we may be liable for significant damages directly or under our indemnification obligations, which could adversely affect our business, results of operations and cash flows. Further, the amount of time that will be required to resolve these lawsuits is unpredictable and these actions may divert management's attention from the day-to-day operations of our business, which could adversely affect our business, results of operations and cash flows.

Our business and future operating results may be adversely affected by events outside our control.

Our business and operating results are vulnerable to events outside of our control, such as earthquakes, floods, fire, power loss, telecommunication failures and uncertainties arising out of terrorist attacks in the United States and overseas. Our corporate headquarters and a portion of our manufacturing operations are located in California, and our principal manufacturing operations and those of most of our key suppliers and contract manufacturers are located in Asia. These areas have been vulnerable to natural disasters, such as earthquakes, floods and fires, and other risks which at times have disrupted the local economy and posed physical risks to our property. We are also dependent on communications links with our overseas manufacturing locations and would be significantly harmed if these links were interrupted for any significant length of time. We presently do not have adequate redundant, multiple site capacity if any of these events were to occur, nor can we be certain that the insurance we maintain against these events would be adequate.

The conversion of our outstanding convertible notes would result in substantial dilution to our current stockholders.

As of January 28, 2018, we had outstanding an aggregate principal amount of \$258.8 million of our 2033 Notes and an aggregate principal amount of \$575.0 million of our 2036 Notes. The 2033 Notes are convertible at the option of the holder, under certain circumstances, into shares of our common stock at an initial conversion price of \$30.18 per share, subject to adjustments, and the 2036 Notes are convertible at the option of the holder, under certain circumstances, into shares of our common stock at an initial conversion price of \$44.17 per share, subject to adjustments. An aggregate of approximately 8,572,413 and 13,017,885 shares of common stock would be issued upon the conversion of all outstanding 2033 Notes and all outstanding 2036 Notes, respectively, at these conversion prices, which would dilute the voting power and ownership percentage of our existing stockholders. We have previously entered into privately negotiated transactions with certain holders of our convertible notes for the repurchase of notes in exchange for a greater number of shares of our common stock than would have been issued had the principal amount of the notes been converted at the original conversion rate specified in the notes, thus resulting in more dilution. We may enter into similar transactions in the future and, if we do so, there will be additional dilution to the voting power and percentage ownership of our existing stockholders.

Delaware law, our charter documents and our stockholder rights plan contain provisions that could discourage or prevent a potential takeover, even if such a transaction would be beneficial to our stockholders.

Some provisions of our certificate of incorporation and bylaws, as well as provisions of Delaware law, may discourage, delay or prevent a merger or acquisition that a stockholder may consider favorable. These include provisions:

- authorizing the board of directors to issue additional preferred stock;
- prohibiting cumulative voting in the election of directors;
- limiting the persons who may call special meetings of stockholders;
- prohibiting stockholder actions by written consent;
- creating a classified board of directors pursuant to which our directors are elected for staggered three-year terms;
- permitting the board of directors to increase the size of the board and to fill vacancies;
- requiring a super-majority vote of our stockholders to amend our bylaws and certain provisions of our certificate of incorporation; and
- establishing advance notice requirements for nominations for election to the board of directors or for proposing matters that can be acted on by stockholders at stockholder meetings.

We are subject to the provisions of Section 203 of the Delaware General Corporation Law which limit the right of a corporation to engage in a business combination with a holder of 15% or more of the corporation's outstanding voting securities, or certain affiliated persons.

Although we believe that these charter and bylaw provisions and provisions of Delaware law provide an opportunity for the board to assure that our stockholders realize full value for their investment, they could have the effect of delaying or preventing a change of control, even under circumstances that some stockholders may consider beneficial.

We do not currently intend to pay dividends on Finisar common stock and, consequently, a stockholder's ability to achieve a return on such stockholder's investment will depend on appreciation in the price of the common stock.

We have never declared or paid any cash dividends on Finisar common stock and we do not currently intend to do so for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth. Therefore, a stockholder is not likely to receive any dividends on such stockholder's common stock for the foreseeable future.

Our stock price has been and is likely to continue to be volatile.

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The trading price of our common stock has been and is likely to continue to be subject to large fluctuations. Our stock price may increase or decrease in response to a number of events and factors, including:

- trends in our industry and the markets in which we operate;
- changes in the market price of the products we sell;
- changes in financial estimates and recommendations by securities analysts;
- acquisitions and financings;
- quarterly variations in our operating results;
- the operating and stock price performance of other companies that investors in our common stock may deem comparable; and
- purchases or sales of blocks of our common stock.

Part of this volatility is attributable to the current state of the stock market, in which wide price swings are common. This volatility may adversely affect the prices of our common stock, regardless of our operating performance. If any of the foregoing occurs, our stock price could fall and we may be exposed to class action lawsuits that, even if unsuccessful, could be costly to defend and a distraction to management.

Our business and operations would be adversely impacted in the event of a failure of our information technology infrastructure.

We rely upon the capacity, reliability and security of our information technology infrastructure and our ability to expand and continually update this infrastructure in response to our changing needs. In some cases, we may rely upon third-party hosting and support services to meet these needs. Any failure to manage, expand and update our information technology infrastructure, including our Enterprise Resource Planning ("ERP") system and other applications, any failure in the extension or operation of this infrastructure, or any failure by our hosting and support partners in the performance of their services could materially and adversely harm our business. Despite our implementation of security measures, our systems are vulnerable to damage from computer viruses, natural disasters, unauthorized access and other similar disruptions. Any system failure, accident or security breach could result in disruptions to our operations. To the extent that any disruption or security breach results in a loss or damage to our data or in inappropriate disclosure of confidential information, it could cause significant damage to our reputation, affect our relationships with our customers, and ultimately harm our business. In addition, we may be required to incur significant costs to protect against or mitigate damage caused by these disruptions or security breaches in the future.

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Item 6. Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1*	Employment Offer Letter, dated January 11, 2018, by and between Finisar Corporation and Michael E. Hurlston
10.2*	Separation and General Release Agreement, dated January 23, 2018, by and between Finisar Corporation and Jerry S. Rawls
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

* Compensatory plan or management contract

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FINISAR CORPORATION

By: /s/ MICHAEL E. HURLSTON

Michael E. Hurlston
Chief Executive Officer
(Principal Executive Officer)

By: /s/ KURT ADZEMA

Kurt Adzema
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Dated: March 8, 2018

Finisar Corporation

January 11, 2018

Michael Hurlston
14527 Singing Hill Lane
Saratoga, CA 95070

Dear Michael:

I am pleased to offer you a position with Finisar Corporation (the “**Company**”) as its Chief Executive Officer reporting directly to the Company’s Board of Directors (the “**Board**”) commencing on January 11, 2018 (the “**Hire Date**”). Unless otherwise defined in this letter, capitalized terms will have the meanings set forth in **Appendix A**.

1. **Duties.** As Chief Executive Officer, you will have such duties, authority and responsibilities commensurate with those customarily associated with that position, including such duties and responsibilities of at least equivalent level as reasonably assigned by the Board. During the period that you serve as the Company’s Chief Executive Officer, the Company will nominate you to serve as a member of the Board, and you will be appointed to the Board on the Hire Date. You will devote substantially all of your business time, attention and skill to such duties, use your best efforts to promote the success of the business of the Company, and perform your duties in compliance with the Company’s personnel policies, code of conduct, and applicable law. For the duration of your term of employment with the Company, you agree not to (a) actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration or (b) render commercial or professional services of any nature to any person or organization, whether or not for compensation, in each case, without the prior written approval of the Board. The Company hereby consents that, during your employment with the Company, you may continue to serve on the Advisory Board and other committees of Vilynx.
 2. **Base Salary.** You will receive an initial annual base salary of \$700,000 (the “**Base Salary**”), which will be paid, less applicable withholdings and authorized deductions, in accordance with the Company’s normal payroll procedures. Commencing in May 2019, the Compensation Committee of the Board (the “**Committee**”) will review your Base Salary annually for adjustments as determined by the Committee in its discretion.
 3. **Annual Performance Bonus.** Commencing in fiscal year 2019 (i.e. April 30, 2018 through April 28, 2019), you will be eligible to receive an annual cash bonus, with a target bonus amount of 115% of your Base Salary, based upon achievement of annual Company and individual performance objectives provided to you in writing within 90 days after the close of each fiscal year as established by the Committee in consultation with you (the “**Bonus**”). Following the end of each fiscal year, the Committee will determine in good faith the extent to which the performance objectives relating to the Bonus for that year were achieved and the extent to which the Bonus becomes earned for that year. In addition, if the Company’s performance during the fourth fiscal quarter of fiscal year 2018 results in an accrual for management and employee bonuses generally for such quarter, the Committee may, in its sole discretion, award you a bonus, based on the Board’s assessment of your performance during such fiscal quarter. For any fiscal year in which you are eligible to earn a Bonus, you must be actively and continuously employed through the end of the applicable fiscal year and the date
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bonuses are paid generally to the Company's executives for that fiscal year. Any Bonus payment will be subject to applicable withholdings and authorized deductions.

4. Employee Benefits. As a full-time employee of the Company, you will be eligible to participate in the employee benefit plans, including health, dental and vision insurance plans, and other benefits outlined in the Company's employee handbook (including paid vacation and sick days) that are generally made available to senior executives of the Company, subject to the terms, conditions and eligibility requirements of such plans and the employee handbook. You shall also be deemed a participant in and be eligible to receive the benefits in the Company's Executive Retention and Severance Plan (the "**Severance Plan**"). You shall be entitled to enter into the Company's standard director and officer indemnification agreement.

5. Expenses. You will be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred in connection with the performance of your duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

6. Equity Grants.

a. Initial Stock Option: It will be recommended that the Committee grant you on the Hire Date an option (the "**Option**") to purchase 740,000 shares of the Company's common stock. The Option will have an exercise price equal to the closing price (in regular trading) of the Company's common stock on NASDAQ on the Hire Date (the "**Closing Price**") and will vest as follows: an initial installment equal to 20% of the Option shares shall vest on the one year anniversary of the Hire Date and, thereafter, the remaining 80% of the Option shares shall vest in fourteen substantially equal installments on each subsequent three month anniversary of the Hire Date, with the first such installment vesting on April 11, 2019 and the fourteenth installment vesting on June 11, 2022, subject to you continuing to provide services to the Company through each such vesting installment date. The Option will be an incentive stock option to the maximum extent permitted by applicable law and, once vested, no stock options granted to you by the Company will be subject to any forfeiture, clawback or Company repurchase rights except as provided by applicable law or stock exchange rules. The Option will have a maximum term of 10 years, subject to earlier termination in connection with a termination of your employment or a change in control of the Company; provided, however, you will have ninety (90) days following the Separation Date to exercise any vested stock options, except in the event of a termination due to death, Disability (as described in the Plan) or in connection with a Change of Control (as described in the Severance Plan) (in which case a longer time period for exercise of vested stock options shall apply, as provided in the applicable plan). The Option will be subject to the terms of the Company's current stock incentive plan (the "**Plan**") and a stock option agreement evidencing the terms of the Option, with such agreement to be consistent with the terms herein.

b. Initial RSU Award. It shall be recommended that the Committee grant you on the Hire Date an award of restricted stock units (the "**RSU Award**"), with the number of restricted stock units subject to the RSU Award determined by dividing Three Million Dollars (\$3,000,000) by the Closing Price. The RSU Award will vest in substantially equal annual installments on each of the first four anniversaries of the Hire Date, subject to you continuing to provide services to the Company through each such vesting installment date. The RSU Award will be subject to the terms of the Plan and a restricted stock unit award agreement evidencing the terms of the RSU Award, with such agreement to be consistent with the terms herein.

c. Subsequent Equity Grants. Commencing on May 1, 2019, you will be eligible to receive annual stock option and/or restricted stock unit awards as the Committee determines in its sole discretion at the same time that it generally determines grants of equity awards to other Company senior executives.

7. **Termination.** Subject to the terms of this Section 7, you will be employed by the Company on an at-will basis and your employment with the Company may be terminated at any time by the Company or you, for any reason, with or without cause, and with or without advance notice. The effective date of the termination of your employment for any reason is referred to herein as the “**Separation Date**”. Upon the earlier to occur of the Separation Date and the date you cease serving the Company as its Chief Executive Officer, you shall be deemed to have automatically resigned from the Board and you agree to promptly take all actions reasonably necessary to effectuate such resignation and to remove yourself as an authorized signatory for the Company for any purpose.
- a. **Termination Due to Death or Disability.** Your employment with the Company will terminate upon your death or due to your Disability. Upon a termination due to your death or Disability, the Company shall not be obligated to make any further payments to you hereunder, except amounts due as Base Salary that have not yet been paid as of the Separation Date, any accrued but unused vacation earned as of the Separation Date, and reimbursement for any documented expenses incurred prior to the Separation Date in accordance with Section 5 of this letter agreement (collectively, the “**Accrued Obligations**”).
- b. **Termination by You.** You may terminate your employment with the Company without Good Reason at any time with sixty (60) days advance written notice to the Company, which the Board may accelerate to an earlier date at its discretion so long as it provides you with Base Salary for a period of at least fifteen (15) days or the number of days remaining through the notice period you provided. Upon a termination of your employment by you without Good Reason, the Company shall not be obligated to make any further payments to you hereunder, except for the Accrued Obligations. You may also terminate your employment with the Company with Good Reason in accordance with the notice, cure and termination provisions set forth in the definition of such term in Exhibit A. If your employment is terminated by you for Good Reason, in addition to the Accrued Obligations, you will be eligible to receive the severance benefits set forth in Section 7(d) or Section 7(e), as applicable.
- c. **Termination by Company.** The Company may terminate your employment with the Company with or without Cause at any time upon written notice to you. Upon a termination of your employment by the Company for Cause, the Company shall not be obligated to make any further payments to you hereunder, except for the Accrued Obligations. If your employment is terminated by the Company without Cause, in addition to the Accrued Obligations, you will be eligible to receive the severance benefits set forth in Section 7(d) or Section 7(e), as applicable.
- d. **Termination Other than for Cause, death or Disability, or Resignation for Good Reason, in each case within the Change in Control Period.** If during the Change in Control Period, (i) the Company (or its successor) terminates your employment other than for Cause, death or Disability or (ii) you resign from your employment with the Company (or its successor) for Good Reason, then, provided you sign and do not revoke the Release as provided in the Severance Plan and you comply with all of your obligations under the Confidential Information Agreement (as defined below), you will be entitled to receive, in addition to the Accrued Obligations, the severance benefits set forth in Section 5 of the Severance Plan (the “**CIC Severance Benefits**”).
- e. **Termination Other than for Cause, death or Disability, or Resignation for Good Reason Outside the Change in Control Period.** If other than during the Change in Control Period, (i) the Company (or its successor) terminates your employment other than for Cause, death or Disability or (ii) you resign from your employment with the Company (or its successor) for Good Reason, then, provided you sign and not revoke the Release within 60 days of the date your employment with the Company (or its successor) terminates and you comply with all of your obligations under the Confidential Information Agreement, you will be entitled to receive, in addition to the Accrued Obligations, the following severance benefits subject to the terms of **Appendix A** (the “**Severance Benefits**”):
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- i. a lump-sum cash payment equal to twelve times your Base Salary Rate to be paid on the sixtieth (60th) day following your Separation Date (or within 10 business days thereafter);
 - ii. if such termination or resignation occurs within the first 12 months following the Hire Date, accelerated vesting as of your Separation Date with respect to 20% of the shares underlying the Option and 25% of the shares underlying the RSU Award, with any portion of each such award that is not vested after giving effect to this acceleration provision to terminate as of your Separation Date; and
 - iii. reimbursement (or, at your election, direct payment by the Company to the applicable plan administrator) of the premiums necessary for you to continue healthcare coverage for you and your eligible dependents under the Company's group medical, dental and vision insurance plans pursuant to the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**") or, as applicable, Cal-COBRA for a period commencing on the Separation Date and ending on the earlier to occur of (X) the twelve (12) month anniversary of the Separation Date, (Y) the date you become eligible for healthcare coverage from a subsequent employer (and you will be required to notify the Company promptly upon becoming eligible for such healthcare coverage) and (Z) the date the Company no longer maintains a group health plan for any of its employees.
 - f. No Duty to Mitigate. You shall not be required to mitigate the amount of any payment or the value of any benefit contemplated by this letter agreement. No payment or benefit provided for in this letter agreement shall be offset or reduced by the amount of any earnings that you may receive from any other source.
 - g. Consequences of Termination. The Severance Benefits and, as applicable, the CIC Severance Benefits provided under this letter agreement to you shall be in lieu of any termination or severance payments or benefits for which you may be eligible under any of the plans, policies or programs of the Company or its affiliates, or under applicable law, and shall be the exclusive remedy arising out of or relating to the termination of your employment with the Company.
8. Confidential Information Agreement; Compliance with Company Policies. As a condition of your employment, you are also required to sign and comply with the Company's standard proprietary information and invention assignment agreement (the "**Confidential Information Agreement**"), which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. Notwithstanding any provision in the Confidential Information Agreement or any other agreement between you and the Company:
- a. following termination of employment, you may retain, in hardcopy and/or electronic format, and use any Microsoft Outlook Contacts and similar contact information maintained by you as of your Separation Date, and may also continue to maintain and use any personal or professional profile, accounts or contacts contained on any LinkedIn, Facebook or other social media site or system existing as of your Separation Date;
 - b. nothing prohibits use of general recruiting advertisements or search firm services which are not targeted at the Company or any specific employee, consultant or independent contractor of Company;
 - c. nothing prohibits you from providing truthful testimony or otherwise responding accurately and fully to any question, inquiry or request for information or disclosure of documents when required by legal process, subpoena, notice, court order or law (including, without limitation, in any criminal, civil, governmental or regulatory proceeding or investigation), or as necessary in any legal dispute with the Company.
- As a Company employee, you will also be expected to abide by the Company's rules and standards, including its personnel policies and code of conduct.
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9. Prior Restrictions. You represent and warrant that (a) you are free to enter into this letter agreement and become employed by the Company; (b) you are not subject to any contracts or restrictive covenants with any current or prior employer or other third party that materially restricts or interferes with your obligations or ability to perform your duties under this letter agreement and as Chief Executive Officer; (c) you will not use or disclose any confidential information or trade secrets of any current or prior employer or other third party (without express written consent of such third party) in connection with your performance of duties for the Company; and (d) you will comply with any lawful restrictive covenants that he has entered into with any current or prior employer or other third party that prohibit you from soliciting any employees or consultants of such prior employer or third party.
10. Litigation/Audit Cooperation. You agree that following the termination of your employment for any reason, you will reasonably cooperate at mutually convenient times in connection with (a) the defense of, or prosecution by, the Company or any of its affiliates with respect to any threatened or pending litigation, arbitration, or in any investigation or proceeding by any governmental agency or body that relates to any events or actions which occurred during the term of your employment with, or service to, the Company; and (b) any audit of the financial statements of the Company or its affiliates with respect to the period of time when you were employed by the Company. The Company shall: (i) promptly reimburse you for any reasonable travel or other expenses incurred by you in connection with such cooperation; and (ii) except during any period you are receiving severance, compensate you for any time spent in providing such cooperation at an hourly rate of pay calculated based on your Base Salary as of the Separation Date divided by 2080, provided, however, that the Company will not compensate you for any time you spend providing testimony in any legal proceeding.
11. Conflicting Interests. We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. The Company understands that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Notwithstanding the foregoing, nothing herein or any other agreement between you and the Company prohibits you from holding any passive interest in any investment funds or other passive investments of no more than two percent (2%) of the equity securities of any public company.
12. Arbitration
- a. In exchange for the benefits of the speedy, economical and impartial dispute resolution procedure of arbitration, the Company and you, with the advice and consent of their selected counsel, choose to forego their right to resolution of their disputes in a court of law by a judge or jury, and instead elect to treat their disputes, if any, pursuant to the Federal Arbitration Act.
- b. You and the Company agree that any and all claims or controversies whatsoever brought by you or the Company, arising out of or relating to this letter agreement, your employment with Company, or otherwise arising between the Company and you, will be settled by final and binding arbitration in Santa Clara County, California or such other location as may be mutually agreed by parties in accordance with the Employment Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, as modified in any respect necessary to comply with California law for the arbitration of such disputes. This includes all claims whether arising in tort or contract and whether arising under statute or common law. Such claims may include, but are not limited to, those relating to this letter agreement, wrongful termination, retaliation, harassment, or any statutory claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any similar federal
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or state laws, regulations, or constitutions. In addition, any claims arising out of the public policy of California, any claims of wrongful termination, employment discrimination, retaliation, or harassment of any kind, as well as any claim related to the termination or non-renewal of this letter agreement shall be arbitrated under the terms of this letter agreement. The obligation to arbitrate such claims will survive the termination of this letter agreement. To the extent permitted by law, the hearing and all filings and other proceedings shall be treated in a private and confidential manner by the arbitrator and all parties and representatives, and shall not be disclosed except as reasonably necessary to prosecute or defend the dispute, in any related judicial proceedings or as required by legal process, subpoena, notice, court order or law (including, without limitation, in any criminal, civil, governmental or regulatory proceeding or investigation).

c. The arbitration will be conducted before an arbitrator to be mutually agreed upon by the parties from JAMS' panel of arbitrators. In the event that the parties are unable to mutually agree upon the arbitrator, JAMS shall provide a slate of seven (7) arbitrators with experience in employment law and each party shall have the opportunity to strike two names and rank the remaining arbitrators in order of preference. JAMS shall then select the highest ranked arbitrator to preside over the arbitration. If JAMS is unable to provide an arbitrator who has experience in employment law, the parties may jointly or separately petition the court for appointment of an arbitrator with such experience. In resolving any matter submitted to arbitration, the arbitrator will strictly follow the substantive law applicable to the dispute, claim or controversy and the arbitrator's authority and jurisdiction shall be limited to determining the dispute in conformity with applicable law as to liability, damages and remedies, to the same extent as if the dispute was determined by a court without a jury. The arbitrator will have jurisdiction to determine the arbitrability of any claim. The arbitrator shall have the authority to grant all monetary or equitable relief (including, without limitation, injunctive relief, ancillary costs and fees, and punitive damages) available under state and Federal law. The arbitrator shall render an award that will include a written statement of decision setting forth the arbitrator's findings of fact and conclusions of law. Judgment on any award rendered by the arbitrator may be entered and enforced by any court having jurisdiction thereof. In addition to any other relief awarded, the prevailing party in any arbitration or court action covered by this letter agreement, as determined by the arbitrator or court in a final judgment or decree, shall be entitled to recover its or his costs, expenses, and reasonable attorneys' fees to the extent permitted by law.

d. Notwithstanding anything to the contrary herein, either party may seek provisional injunctive relief (including temporary restraining orders and preliminary injunctions) in any court of competent jurisdiction to ensure that the relief sought in arbitration is not rendered ineffectual by interim harm. You and the Company will also have the right to seek review in the California courts in the event the arbitrator exceeds his or her authority or commits any errors of law.

13. Proof of Eligibility to Work. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three business days of your date of hire, or our employment relationship with you may be terminated without any of the benefits described herein.
 14. Counterparts. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic, facsimile or PDF copies of such signed counterparts may be used in lieu of the originals for any purpose.
 15. Construction; Governing Law; Successors. Each party has cooperated in the drafting and preparation of this letter agreement, and therefore, the letter agreement shall not be construed against either party on the basis that any particular party was the drafter. This letter agreement will be governed by California law, without regard to its conflict of law rules. The Company will require any successors
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or assigns to expressly assume and agree to perform this letter agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The terms of this letter agreement and all of your rights hereunder will inure to the benefit of, and be enforceable by, your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

16. Voluntary Counsel. You acknowledge and agree that you have read and understood this letter agreement prior to signing it, you have entered into this letter agreement freely and voluntarily and you have had the opportunity to seek legal counsel prior to entering into this letter agreement.
17. Attorneys' Fees. The Company will reimburse you for reasonable attorneys' fees that you incur in connection with the drafting of this letter agreement in an amount of up to \$15,000.00.
18. Entire Agreement; Modifications. This letter agreement and the documents referenced in it, as modified in any way herein, including the Confidential Information Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and completely and irrevocably terminates any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the parties with respect to the subject matter hereof. The parties acknowledge and agree that there are no written or oral agreements, understandings, or representations, directly or indirectly related to this letter agreement or your employment, compensation or benefits that are not set forth herein. This letter agreement may be altered or amended in any of its provisions only by the mutual written, signed agreement of the parties hereto. In the event of any conflict between any of the terms in this letter agreement and the terms of any other agreement between you and the Company, the terms of this letter agreement will control.
19. Deadline. To accept the Company's offer, please sign and date this letter in the space provided below. If you accept our offer, your first day of employment will be January 11, 2018. This offer of employment will terminate if it is not accepted, signed and returned by 12:00 p.m. on January 11, 2018.

We look forward to your favorable reply and to working with you at the Company.

Sincerely,

/s/ Robert Stephens
Robert N. Stephens
Lead Director
Finisar Corporation

Agreed to and accepted:

MICHAEL HURLSTON

/s/ Michael Hurlston

Michael Hurlston

Date:

Appendix A

ADDITIONAL TERMS TO EMPLOYMENT LETTER

Unless otherwise defined below, capitalized terms used herein will have the meanings set forth in the letter agreement.

(1) Section 409A.

(a) It is intended that any benefits and amounts payable under this letter agreement shall either be exempt from or comply with Section 409A so as not to subject you to payment of any additional tax, penalty or interest imposed under Section 409A. The provisions of this letter agreement shall be construed and interpreted to the maximum extent reasonably permissible to avoid the imputation of any such additional tax, penalty or interest under Section 409A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to you. Any installment payments provided for in this letter agreement shall be treated as a series of separate payments for purposes of Section 409A.

(b) If you are a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of your separation from service (as defined under Section 409A), you shall not be entitled to any payment or benefit pursuant to Section 7(d) or (e) until the earlier of (i) the date which is six (6) months after your separation from service for any reason other than death, or (ii) the date of your death. The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A. Any amounts otherwise payable to you upon or in the six (6) month period following your separation from service that are not so paid by reason of this paragraph shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after your separation from service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of your death).

(c) To the extent that any benefits pursuant to Section 7(d)(iii) or 7(e)(iii) or reimbursements pursuant to Section 5 are taxable to you, any reimbursement payment due to you pursuant to any such provision shall be paid to you on or before the last day of your taxable year following the taxable year in which the related expense was incurred. The benefits and reimbursements pursuant to such provisions are not subject to liquidation or exchange for another benefit and the amount of such benefits and reimbursements that you receive in one taxable year shall not affect the amount of such benefits or reimbursements that you receive in any other taxable year.

(d) If you or the Company reasonably determine that any payment or benefit hereunder will violate Section 409A, you and the Company will use commercially reasonable efforts to restructure the payment or benefit in a manner that is either exempt from or compliant with Section 409A. You and the Company agree to execute any and all amendments to this letter agreement as they deem advisable to help comply with the distribution provisions of Section 409A in an effort to avoid or minimize, to the extent allowable by law, the tax (and any interest or penalties thereon) associated with Section 409A. If it is determined that a payment or benefit under this letter agreement was (or may be) provided in violation of Section 409A, the Company will cooperate reasonably with any effort by you to mitigate the tax consequences of such violation, including cooperation with your participation in any IRS voluntary compliance program or other correction procedure under Section 409A that may be available to you.

(2) Definitions.

- (a) “**Base Salary Rate**” shall have the meaning ascribed to such term in the Severance Plan.
- (b) “**Cause**” shall have the meaning ascribed to such term in the Severance Plan.
- (c) “**Change in Control**” shall have the meaning ascribed to such term in the Severance Plan.
- (d) “**Change in Control Period**” shall have the meaning ascribed to such term in the Severance Plan, except for purposes of this Agreement, the Change in Control Period shall be deemed to commence ninety (90) days before a Change in Control.
- (e) “**Code**” is defined as the Internal Revenue Code of 1986, as amended.
- (f) “**Disability**” is defined as a mental or physical impairment that renders you unable to perform the essential functions of your position with the Company, after taking into account any reasonable accommodations that do not impose an undue hardship on the Company, for a period of ninety (90) consecutive days or a total of one-hundred twenty days in any rolling one-year period (“**Disability**”), as determined by the Board in its discretion.
 - (1) “**Good Reason**” shall have the meaning ascribed to such term in the Severance Plan, except that such acts or omissions giving rise to a termination for a Good Reason shall apply before (as well as upon or after) a Change in Control.
 - (2) “**Release**” shall have the meaning ascribed to such term in the Severance Plan.
- (g) “**Section 409A**” is defined as Section 409A of the Code and the final regulations and any guidance thereunder and any applicable state law equivalent, as each may be amended or promulgated from time to time.
- (h) No act or failure to act on your part shall be considered “**willful**” unless it is done, or omitted to be done, by you intentionally, in bad faith and without reasonable belief that the action or omission was in the best interest of the Company.

(3) Limitation on Payments.

- (a) Notwithstanding anything contained in this letter agreement to the contrary, to the extent that the payments and benefits provided under this letter agreement and benefits provided to you, or for your benefit, under any other Company plan or agreement (such payments or benefits are collectively referred to as the “**Benefits**”) would be subject to the excise tax (the “**Excise Tax**”) imposed under Section 4999 of the Code, the Benefits shall be reduced (but not below zero) if and to the extent that a reduction in the Benefits would result in you retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the Excise Tax), than if you received all of the Benefits (such reduced amount is referred to hereinafter as the “**Limited Benefit Amount**”). Unless you shall have given prior written notice specifying a different order to the Company to effectuate the Limited Benefit Amount, any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Benefits by first reducing or eliminating those payments or benefits which are not payable in cash and then by reducing or eliminating cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the Determination (as hereinafter defined). Any notice given by you pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing your rights and entitlements to any benefits or compensation.
 - (b) A determination as to whether the Benefits shall be reduced to the Limited Benefit Amount pursuant to this letter agreement and the amount of such Limited Benefit Amount shall be made by the Company’s independent public accountants or another certified
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public accounting firm or executive compensation consulting firm of national reputation designated by the Company (the "**Firm**") at the Company's expense. The Firm shall provide its determination (the "**Determination**"), together with detailed supporting calculations and documentation to the Company and you within ten (10) business days of the date of termination of your employment, if applicable, or such other time as reasonably requested by the Company or you (provided you reasonably believe that any of the Benefits may be subject to the Excise Tax), and if the Firm determines that no Excise Tax is payable by you with respect to any Benefits, it shall furnish you with an opinion reasonably acceptable to you that no Excise Tax will be imposed with respect to any such Benefits. Unless you provide written notice to the Company within ten (10) business days of the delivery of the Determination to you that you dispute such Determination, the Determination shall be binding, final and conclusive upon the Company and you.

SEPARATION AND GENERAL RELEASE AGREEMENT

THIS SEPARATION AND GENERAL RELEASE AGREEMENT (this “Agreement”) is made by and between Jerry S. Rawls (“Rawls”) and Finisar Corporation, including its predecessors, successors, affiliates, parents, subsidiaries, and related entities (“Finisar”) (collectively, with Rawls, the “Parties”).

WHEREAS, Rawls is resigning from his employment with Finisar, and resigning as Chairman of the Board of Directors of Finisar (the “Board”), in exchange for the terms and conditions in this Agreement; and

WHEREAS, Finisar and Rawls wish to set out the terms by which Rawls will separate from employment with Finisar;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the adequacy is hereby acknowledged, Finisar and Rawls, intending to be legally bound, agree as follows.

1. **SEPARATION AND PAYMENTS TO RAWLS.** The Parties agree that Rawls will resign from employment with Finisar, effective as of January 26, 2018 (the “Separation Date”). The Parties further acknowledges and agrees that Rawls has resigned from his position as Chairman of the Board, effective as of January 11, 2018, and will remain a member of the Board until the earlier to occur of (i) his voluntary resignation from the Board; (ii) the date of Finisar’s annual shareholder meeting in 2019 and (iii) the date on which Finisar’s Nominating and Governance Committee requests in writing that Rawls resign from the Board in connection with a desired reconstitution or refresh of the Board or succession planning of the Board. Rawls hereby acknowledges and agrees that he will take all actions that are reasonably necessary to confirm his resignation as Chairman of the Board and to confirm his resignation from the Board upon request from Finisar’s Nominating and Governance Committee. In consideration of the covenants undertaken herein by Rawls, and for other good and valuable consideration receipt of which is hereby acknowledged, Finisar will provide the following payments and benefits to Rawls:

(a) On or before the Separation Date, Finisar shall pay Rawls a lump sum amount that will include all earned but unpaid base salary, as well as all accrued but unused paid time off earned through the Separation Date, less applicable withholdings and authorized deductions.

(b) Provided that Rawls does not revoke this Agreement pursuant to Paragraph 4(d) below and complies with its terms, Finisar shall make a severance payment to Rawls in the amount of three hundred thousand U.S. dollars and no cents (\$300,000.00), less applicable withholdings and authorized deductions, by no later than the tenth (10th) business day after Rawls executes this Agreement.

(c) Provided that Rawls does not revoke this Agreement pursuant to Paragraph 4(d) below and complies with its terms, the unvested portion of all awards of Finisar restricted stock units previously granted to Rawls that are outstanding on the Separation Date shall become immediately vested as of the Separation Date, with the number of shares payable with respect to such vested units to be reduced by the appropriate number of shares to satisfy Finisar’s tax withholding obligations in accordance with the agreements governing such units.

(d) For the period commencing with the Board meeting in June 2018 and ending with the Board meeting in September 2018 and subject in each case to Rawls' continued service on the Board through the applicable date, Rawls will be entitled to twenty-five percent (25%) of the annual cash and equity compensation provided to non-employee directors in accordance with Finisar's Director Compensation Policy (the "Director Policy") for the director year that began at the annual meeting of stockholders in September 2017 and ends at such meeting in September 2018 (i.e. a cash retainer of \$12,500 for such period and a grant of restricted stock units with a value of \$50,000 on the grant date, such grant to be made in or around June 2018 and to be scheduled to vest on the same date as the annual award grants made to Finisar's non-employee directors at approximately the time of the September 2017 annual meeting of stockholders (i.e. September 1, 2018). For purposes of clarity, Rawls will not be entitled to receive the equity compensation that would generally be granted to a new non-employee director pursuant to the Director Policy. From and after the 2018 annual meeting of stockholders, Rawls will be entitled to compensation as a non-employee director as provided in the Director Policy (including cash compensation and the annual equity grant to be awarded to Finisar's non-employee directors at approximately the time of the 2018 annual meeting of stockholders).

Rawls acknowledges and agrees that the severance benefits provided in Paragraphs 1(b) and 1(c) above constitute a payments and benefit that Rawls would not otherwise be entitled to receive without entering into this Agreement and constitute adequate consideration for the releases, covenants, terms and conditions contained in this Agreement.

2. **NO REMUNERATION DUE.** Except for the payments provided for in Paragraph 1, Rawls acknowledges and agrees that he is entitled to no other compensation, payments, or benefits from Finisar of any kind or nature whatsoever, including, without limitation, salary, severance pay, fringe benefits, vacation pay, bonuses, incentive compensation, sick pay, insurance, disability insurance, expense reimbursement, medical benefits, or any other allowance for services rendered prior to the Separation Date. In addition, Rawls acknowledges and agrees that each of his stock options granted by Finisar, to the extent outstanding and vested on the Separation Date, will remain exercisable for the period specified in the applicable stock option agreements (and will terminate at the end of such period to the extent not exercised).

3. **RELEASE OF FINISAR.** Except for those obligations created by or arising out of this Agreement, in consideration of the covenants undertaken herein by Finisar, including, without limitation, Finisar's undertakings in Paragraphs 1(b) and 1(c) of this Agreement, and for other valuable consideration, receipt of which is hereby acknowledged, Rawls hereby releases, discharges, and covenants not to sue Finisar, including Finisar's predecessors, parent, subsidiaries, affiliates, and related entities, and all of its and their respective past and present employees, directors, officers, attorneys, representatives, insurers, agents, successors, and assigns, (individually and collectively the "Releasees") from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever, and each of them, whether known or unknown, from the beginning of time through the date of this Agreement. The parties intend Rawls's release to be general and comprehensive in nature and to release all claims and potential claims against the Releasees to the maximum extent permitted at law. Claims being released include specifically, by way of description, but not by way of limitation, any and all claims arising out of or in any way related to: (a) any interactions between Rawls and the Releasees; (b) Rawls's employment with Finisar and/or his separation of employment from Finisar and/or any of its parent, subsidiary or affiliated entities; (c) Rawls' service on the Board and resignation from his position as Chairman of the Board; (d) Rawls's compensation while employed by Finisar and relating to his service as Chairman of the Board; (e) any

federal, state, or local law prohibiting discrimination on the basis of age, race, color, ancestry, religion, disability, sex, national origin, or citizenship, including, without limitation, claims under Title VII, the California Fair Employment and Housing Act, the Pennsylvania Human Relations Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, and the Americans With Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment Retraining and Notification Act, the California Labor Code, Title 43 of the Pennsylvania Statutes, or any other similar statutes whatever the city, county, state, or country of enactment; (f) California Labor Code § 132a; (g) any other federal, state, or local law or ordinance governing or pertaining to the employment relationship, including but not limited to the Employee Retirement Income Security Act, the Family and Medical Leave Act, the California Family Rights Act, the National Labor Relations Act, the Worker Adjustment Retraining and Notification Act, the California Business & Professions Code, or any other law whatever the city, county, state, or country of enactment; and (h) any transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the date of this Agreement; provided, however, that this Agreement is not intended to nor does it release or waive (A) claims relating to the validity of this Agreement; (B) claims by either Party to enforce this Agreement; (C) any rights to payment of benefits that Rawls may have under a retirement plan sponsored or maintained by Finisar that is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended; (D) claims Rawls is entitled to pursue as a shareholder of Finisar; (E) claims to enforce the obligation of Finisar or its insurers to advance costs and expenses and indemnify Rawls to the fullest extent permitted by law with respect to Rawls's actions and omissions as an employee, officer and director of Finisar; and (F) any claim which cannot be waived or released as a matter of applicable law. Rawls acknowledges that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this release. Nevertheless, Rawls hereby waives any right, claim, or cause of action that might arise as a result of such different or additional claims or facts.

4. **ADEA WAIVER.** Rawls expressly acknowledges and agrees that, by entering into this Agreement, he is waiving any and all rights or claims that he may have arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, which have arisen on or before the date of execution of this Agreement. Rawls also expressly acknowledges and agrees that: (a) in return for this Agreement, Rawls will receive consideration, *i.e.*, something of value, beyond that to which he was already entitled before entering into this Agreement; (b) he is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement and has in fact so consulted; (c) when given a copy of this Agreement, Rawls was informed that he had twenty-one (21) days within which to consider it and that any changes to the Agreement, whether material or immaterial, will not renew, extend or modify the 21-day period to consider this Agreement; and (d) Rawls was informed that he has seven (7) days following the date he executes the Agreement in which to revoke it. Rawls further understands, agrees, and represents that if he elects to execute this Agreement before the twenty-one (21) day reflection period expires, he does so voluntarily after consultation with counsel, and that this Agreement shall not become effective until the seven day revocation period has expired.

5. **SECTION 1542 WAIVER.** The parties acknowledge and represent that it is their intention in executing this Agreement that it should be effective as a bar to each and every claim and cause of action listed in Paragraph 3 and Paragraph 4 of this Agreement. In furtherance of this intention, they hereby expressly waive any and all rights and benefits conferred upon them by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Thus, they desire and intend that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to the claims referred to above.

6. **NO CLAIMS FILED OR ASSIGNED.** Rawls represents and warrants that he has not filed any complaints, charges, lawsuits, or other legal actions with any court or government agency against Finisar or otherwise relating to any claims being released by him in Paragraphs 3, 4, and/or 5 of this Agreement. Rawls further represents and warrants that he has not heretofore assigned or transferred to any person not a party to this Agreement any released matter. To the extent required by applicable law, nothing contained in this Agreement shall preclude Rawls from filing a charge, complaint, or claim with an administrative agency.

7. **CONFIDENTIALITY OF AGREEMENT.** The Parties understand and agree that this Agreement will need to be filed with the Securities and Exchange Commission and that its confidentiality cannot be protected.

8. **COOPERATION.** The Parties hereby ratify and incorporate herein their mutual obligations to each other as set forth in Paragraph 17 of the Employment Agreement. Rawls acknowledges that, separate from and in addition to any obligation Rawls may continue to have as a member of the Board or pursuant to a consulting relationship with Finisar, Finisar may need to consult with Rawls from time to time on a reasonable basis after the Separation Date on matters that Rawls worked on prior to the Separation Date. Rawls agrees to cooperate with Employer and to provide any such information as is reasonably requested by Finisar in any matters, actual or threatened litigation, arbitrations, mediations, audits or proceedings with which Rawls was involved, or relating to any work with which Rawls was involved or had knowledge, during Rawls's employment or service as a member of the Board with Finisar. Finisar agrees that it shall not request Rawls to perform future services if such performance would prevent Rawls from experiencing a "separation from service" as described in Internal Revenue Code Section 409A. For the avoidance of doubt, in no event shall Finisar request services from Rawls in excess of 20% of the average level of services performed by Rawls prior to the date of this Agreement.

9. **CONFIDENTIAL INFORMATION.** Rawls covenants and agrees that he will continue to comply with his agreement regarding Inventions, Confidentiality and Non-Competition, which document is incorporated herein.

10. **INTEGRATED AGREEMENT.** This Agreement constitutes and contains the entire agreement and understanding between Rawls and Finisar concerning the subject matter herein, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the same. This is an integrated document.

11. **NO ADMISSIONS.** The parties understand and agree that while this Agreement resolves all issues between Rawls and Finisar, it does not constitute an admission by Finisar of any violation of federal, state or local law, ordinance, or regulation, or of any violation of Finisar's policies or procedures, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Finisar.

12. **COPIES.** This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the effect of a signed original. Photographic, facsimiled and PDF copies of such signed counterparts may be used in lieu of the originals for any purpose.

13. **SEVERABILITY.** If any provision of this Agreement or the application thereof is held invalid, such invalidation shall not affect other provisions or applications of this Agreement and to this end, the provisions of this Agreement are declared to be severable.

14. **DRAFTING.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

15. **GOVERNING LAW.** The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of California, without regard to principles of conflict of laws, and the parties hereby consent to personal jurisdiction and proper venue in the Superior Court of the State of California, County of San Francisco, for purposes of enforcing or interpreting this Agreement. In a suit brought by either party to enforce this Agreement, the prevailing party will be entitled to the award of reasonable attorneys' fees expended to enforce this Agreement.

16. **MODIFICATION.** This Agreement cannot be modified except in writing signed by Rawls and an authorized officer of Finisar.

17. **SECTION 409A.** It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the U.S. Internal Revenue Code (including the Treasury regulations and other published guidance relating thereto) ("Section 409A") so as not to subject Rawls to payment of any additional tax, penalty or interest imposed under Section 409A. The provisions of this Agreement shall be construed and interpreted consistent with that intent. Without limiting the generality of the foregoing, to the extent necessary to comply with Internal Revenue Code Section 409A, any payment to which Rawls becomes entitled under this Agreement, or any arrangement or plan referenced in this Agreement, that constitutes "deferred compensation" under 409A and is (i) payable upon Rawls's termination; (ii) at a time when Rawls is a "specified employee" as defined by 409A shall not be made until the earlier of (a) the expiration of the six month period (the "Deferral Period") measured from the date of Rawls's "separation from service"; or (b) the date of Rawls's death. Upon the expiration of the Deferral Period, all payments that would have been made during the Deferral Period (whether in a single lump sum or in installments) shall be paid as a single lump sum to Rawls or, if applicable, his beneficiary. For purposes of this Section, amounts that constitute "separation pay" in accordance with Internal Revenue Code Regulations Section 1.409A-1(b)(9)(iii) shall not be subject to the Deferral Period. Each payment under this Agreement or otherwise shall be treated as a separate payment for purposes of Code Section 409A. Rawls represents and warrants that he has consulted with his own tax advisors and counsel in connection with this Agreement and is not relying on Finisar, Finisar's counsel, or any Releasee for tax advice as to the matters covered by this Agreement, including by way of example but not of limitation the payments set out in Paragraph 1.

18. **VOLUNTARY AND KNOWING AGREEMENT.** By their authorized signatures below, Rawls and Finisar certify that they have carefully read and fully considered the terms of this Agreement, that they have had an opportunity to discuss these terms with attorneys or advisors of their own choosing, that they agree to all of the terms of this Agreement, that they intend to be bound by them and to fulfill the promises set forth herein, and that they voluntarily and knowingly enter into this Agreement with full understanding of its binding legal consequences.

19. **NOTICES.** Any written notice to Finisar required under this Agreement should be mailed to the following:
Finisar Corporation
Attn: General Counsel
1389 Moffett Park Drive
Sunnyvale, California 94089

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the dates set forth below.

/s/ Jerry S. Rawls

January 23, 2018

By: Jerry S. Rawls

Date

/s/ Christopher E. Brown

January 23, 2018

By: Christopher E. brown
Finisar Corporation

Date

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael E. Hurlston, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Finisar Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 8, 2018

/s/ Michael E. Hurlston

Michael E. Hurlston
Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kurt Adzema, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Finisar Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 8, 2018

/s/ Kurt Adzema

Kurt Adzema
Executive Vice President, Finance and
Chief Financial Officer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT
TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael E. Hurlston, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Finisar Corporation (the "Company") on Form 10-Q for the three months ended January 28, 2018 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 8, 2018

/s/ Michael E. Hurlston

Michael E. Hurlston
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT
TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Kurt Adzema, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Finisar Corporation (the "Company") on Form 10-Q for the three months ended January 28, 2018 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 8, 2018

/s/ Kurt Adzema

Kurt Adzema
Executive Vice President, Finance and
Chief Financial Officer

