UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Form 10-Q

☒ **QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 27, 2016

Commission File Number: 0-31285

TTM TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

DELAWARE **(State or other jurisdiction of incorporation or organization)**	**91-1033443** **(I.R.S. Employer Identification No.)**

1665 Scenic Avenue Suite 250, Costa Mesa, California 92626
(Address of principal executive offices)

(714) 327-3000
(Registrant's telephone number, including area code)

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 (§232.405 of this chapter) 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, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. Check one:

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

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 common stock, $0.001 par value, of registrant outstanding at August 3, 2016: 100,250,926

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PART I. FINANCIAL INFORMATION

Item 1. ***Financial Statements (unaudited)***

TTM TECHNOLOGIES, INC.

Consolidated Condensed Balance Sheets

	As of June 27, 2016	As of December 28, 2015
	(Unaudited) (In thousands, except par value)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 216,151	$ 259,100
Restricted cash	—	3,530
Accounts receivable, net	424,514	456,000
Inventories	270,790	268,923
Prepaid expenses and other current assets	30,520	34,967
Total current assets	941,975	1,022,520
Property, plant and equipment, net	1,047,187	1,103,067
Goodwill	372,596	346,990
Definite-lived intangibles, net	138,959	150,874
Deposits and other non-current assets	21,070	16,682
	$ 2,521,787	$ 2,640,133
LIABILITIES AND EQUITY		
Current liabilities:		
Short-term debt, including current portion of long-term debt	$ 80,358	$ 157,375
Accounts payable	352,451	377,222
Accrued salaries, wages and benefits	81,984	108,649
Other accrued expenses	107,696	101,748
Total current liabilities	622,489	744,994
Long-term debt, net of discount and issuance costs	997,207	1,013,411
Other long-term liabilities	72,367	55,059
Total long-term liabilities	1,069,574	1,068,470
Commitments and contingencies (Note 12)		
Equity:		
Common stock, $0.001 par value; 200,000 shares authorized, 100,234 and 99,137 shares issued and outstanding in 2016 and 2015, respectively	100	99
Additional paid-in capital	750,698	745,608
Retained earnings	57,247	45,963
Statutory surplus reserve	25,812	25,812
Accumulated other comprehensive (loss) income	(12,028)	1,623
Total TTM Technologies, Inc. stockholders' equity	821,829	819,105
Noncontrolling interest	7,895	7,564
Total equity	829,724	826,669
	$ 2,521,787	$ 2,640,133

See accompanying notes to consolidated condensed financial statements.

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TTM TECHNOLOGIES, INC.

Consolidated Condensed Statements of Operations
For the Quarter and Two Quarters Ended June 27, 2016 and June 29, 2015

	Quarter Ended		Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
	(Unaudited) (In thousands, except per share data)			
Net sales	$601,847	$445,445	$1,185,105	$774,609
Cost of goods sold	504,202	384,255	1,003,897	661,860
Gross profit	97,645	61,190	181,208	112,749
Operating expenses:				
Selling and marketing	16,569	12,301	33,875	21,756
General and administrative	36,459	52,039	72,608	86,508
Amortization of definite-lived intangibles	5,949	3,910	11,896	5,784
Impairment of long-lived assets	—	—	3,346	—
Restructuring charges	3,989	—	5,902	—
Gain on sale of asset	—	—	—	(2,504)
Total operating expenses	62,966	68,250	127,627	111,544
Operating income (loss)	34,679	(7,060)	53,581	1,205
Other income (expense):				
Interest expense	(20,084)	(12,778)	(41,868)	(18,543)
Loss on extinguishment of debt	—	(802)	—	(802)
Other, net	3,191	681	4,400	266
Total other expense, net	(16,893)	(12,899)	(37,468)	(19,079)
Income (loss) before income taxes	17,786	(19,959)	16,113	(17,874)
Income tax (provision) benefit	979	(16,624)	(4,498)	(15,263)
Net income (loss)	18,765	(36,583)	11,615	(33,137)
Less: Net income attributable to the noncontrolling interest	(217)	(29)	(331)	(29)
Net income (loss) attributable to TTM Technologies, Inc. stockholders	$ 18,548	$ (36,612)	$ 11,284	$ (33,166)
Income (loss) per share attributable to TTM Technologies, Inc. stockholders:				
Basic income (loss) per share	$ 0.19	$ (0.41)	$ 0.11	$ (0.38)
Diluted income (loss) per share	$ 0.17	$ (0.41)	$ 0.11	$ (0.38)

See accompanying notes to consolidated condensed financial statements.

TTM TECHNOLOGIES, INC.

Consolidated Condensed Statements of Comprehensive Income (Loss)
For the Quarter and Two Quarters Ended June 27, 2016 and June 29, 2015

	Quarter Ended		Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
	(Unaudited) (In thousands)			
Net income (loss)	$18,765	$(36,583)	$ 11,615	$(33,137)
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments:				
Unrealized (loss) gain during the period, net	(9,838)	1,112	(13,711)	2,175
Gain realized in the statement of operations	—	—	—	(1,786)
Net	(9,838)	1,112	(13,711)	389
Net unrealized gains (losses) on cash flow hedges:				
Unrealized loss on effective cash flow hedges during the period, net	(14)	—	(21)	(53)
Loss realized in the statement of operations	39	43	81	85
Net	25	43	60	32
Other comprehensive (loss) income, net of tax	(9,813)	1,155	(13,651)	421
Comprehensive income (loss)	8,952	(35,428)	(2,036)	(32,716)
Less: comprehensive income attributable to the noncontrolling interest	(217)	(29)	(331)	(29)
Comprehensive income (loss) attributable to TTM Technologies, Inc. stockholders	$ 8,735	$(35,457)	$ (2,367)	$(32,745)

See accompanying notes to consolidated condensed financial statements.

TTM TECHNOLOGIES, INC.

Consolidated Condensed Statements of Cash Flows
For the Two Quarters Ended June 27, 2016 and June 29, 2015

	Two Quarters Ended	
	June 27, 2016	June 29, 2015
	(Unaudited) (In thousands)	
Cash flows from operating activities:		
Net income (loss)	$ 11,615	$ (33,137)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation of property, plant and equipment	80,684	54,312
Amortization of definite-lived intangible assets	11,896	5,784
Amortization of debt discount and debt issuance costs	11,705	5,890
Deferred income taxes	(3,409)	11,955
Stock-based compensation	5,091	4,354
Loss on extinguishment of debt	—	802
Impairment of long-lived assets	3,346	—
Gain on sale of asset	—	(2,504)
Other	(1,214)	(2,097)
Payment of accreted interest on convertible senior notes	—	(8,731)
Changes in operating assets and liabilities, net of acquisition:		
Accounts and notes receivable, net	31,486	56,665
Inventories	(1,867)	(11,876)
Prepaid expenses and other current assets	4,482	11,040
Accounts payable	(22,236)	(7,516)
Accrued salaries, wages and benefits and other accrued expenses	(33,630)	(2,044)
Net cash provided by operating activities	97,949	82,897
Cash flows from investing activities:		
Purchase of property, plant and equipment and equipment deposits	(38,299)	(46,463)
Proceeds from sale of property, plant and equipment and asset held for sale	2,854	21,297
Release (designation) of restricted cash and cash equivalents	3,530	(18,479)
Acquisition, net of cash acquired	—	(166,601)
Net cash used in investing activities	(31,915)	(210,246)
Cash flows from financing activities:		
Repayment of long-term debt borrowing	(106,482)	(273,802)
Proceeds from new long-term borrowings	—	950,000
Proceeds from borrowing on revolving loan	—	80,000
Repayment of assumed long-term debt in acquisition	—	(669,024)
Repurchase of convertible senior notes	—	(23,664)
Payment of debt issuance costs	—	(33,747)
Payment of original issue discount	—	(33,250)
Proceeds from exercise of stock options	—	427
Net cash used in financing activities	(106,482)	(3,060)
Effect of foreign currency exchange rates on cash and cash equivalents	(2,501)	315
Net decrease in cash and cash equivalents	(42,949)	(130,094)
Cash and cash equivalents at beginning of period	259,100	279,042
Cash and cash equivalents at end of period	$ 216,151	$ 148,948
Noncash transactions:		
Property, plant and equipment recorded in accounts payable and accrued expenses	$ 25,217	$ 28,464
Common stock issued in connection with Viasystems acquisition (Note 2)	—	149,006

See accompanying notes to consolidated condensed financial statements.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements
(Unaudited)
(Dollars and shares in thousands, except per share data)

(1) Nature of Operations and Basis of Presentation

TTM Technologies, Inc. (the Company or TTM) is a leading global printed circuit board (PCB) manufacturer, focusing on quick-turn and technologically advanced PCBs and electro-mechanical solutions (E-M Solutions). The Company provides time-to-market and advanced technology products and offers a one-stop manufacturing solution to customers from engineering support to prototype development through final volume production. This one-stop manufacturing solution allows the Company to align technology developments with the diverse needs of the Company's customers and to enable them to reduce the time required to develop new products and bring them to market.

The Company serves a diversified customer base in various markets throughout the world, including manufacturers of networking/communications infrastructure products, tablets and smartphones, as well as the aerospace and defense, automotive components, high-end computing, and medical, industrial and instrumentation related products. The Company's customers include both original equipment manufacturers (OEMs) and electronic manufacturing services (EMS) providers.

The accompanying consolidated condensed financial statements have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). Certain information and disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) have been condensed or omitted pursuant to such rules and regulations. These consolidated condensed financial statements reflect all adjustments (consisting only of normal recurring adjustments) which, in the opinion of management, are necessary to present fairly the financial position, the results of operations and cash flows of the Company for the periods presented. It is suggested that these consolidated condensed financial statements be read in conjunction with the consolidated financial statements and the notes thereto included in the Company's most recent Annual Report on Form 10-K. The results of operations for the interim periods are not necessarily indicative of the results to be expected for the full year. The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the Company's consolidated condensed financial statements and accompanying notes. Actual results could differ materially from those estimates. The Company uses a 52/53 week fiscal calendar with the fourth quarter ending on the Monday nearest December 31. Fiscal 2015 was a 52 week year. Fiscal 2016 will be a 53 week year with the additional week included in the fourth quarter.

Recently Adopted and Issued Accounting Standards

In March 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-09, *Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*. The objective of this update is to simplify several aspects of the accounting for employee share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the new guidance to determine the impact it may have on its consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The objective of this update is to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. This ASU is effective for fiscal years beginning after December 15, 2018, including interim periods within those annual periods and is to be applied utilizing a modified retrospective approach. The Company is currently evaluating the new guidance to determine the impact it may have on its consolidated financial statements and related disclosures.

In April 2015, the FASB issued ASU 2015-03, *Imputation of Interest*, as amended, which requires an entity to record debt issuance costs related to debt reported in the balance sheet as a direct deduction from the face amount of that debt. The update is effective for annual periods ending after December 15, 2015. The standard requires the use of the retrospective transition method. The Company adopted the new standard in the first quarter of 2016. Accordingly, as of June 27, 2016, approximately $27,558 of unamortized debt issuance costs were presented as a reduction of long-term debt on the Company's consolidated condensed balance sheets. Furthermore, the Company reclassified approximately $31,171 of unamortized debt issuance costs that had been presented as other non-current assets as of December 28, 2015.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*, as amended, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The ASU will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The new standard is effective for the Company at the beginning of fiscal year 2018, however application of the standard is allowed as early as the beginning of fiscal 2017. The standard permits the use of either the retrospective or cumulative effect transition method. The Company is evaluating the effect that ASU 2014-09 will have on its consolidated financial statements and related disclosures. The Company has not yet selected a transition method nor has it determined the effect of the standard on its ongoing financial reporting.

(2) Acquisition of Viasystems Group, Inc.

On May 31, 2015, the Company completed the acquisition of Viasystems Group, Inc. (Viasystems), for total consideration of $248,824 in cash and 15,082 shares of TTM common stock with a fair value of $149,006, to acquire all of the outstanding shares of capital stock and other equity rights of Viasystems. Additionally, in connection with the completion of the acquisition, the Company assumed and refinanced Viasystems' debt, which was approximately $669,024 as of May 31, 2015. Viasystems was a worldwide provider of complex multi-layer rigid, flexible, and rigid-flex PCBs and custom electronic assemblies.

Bank fees and legal, accounting, and other professional service costs associated with the acquisition of Viasystems of $605 and $22,627 for the quarters ended June 27, 2016 and June 29, 2015, respectively, and $1,296 and $30,862 for the two quarters ended June 27, 2016 and June 29, 2015, respectively, have been expensed and recorded as general and administrative expense in the consolidated condensed statements of operations.

The following summarizes the components of the purchase price:

	(In thousands)
Value of TTM common stock issued	$ 149,006
Cash consideration	248,824
	397,830
Debt assumed	669,024
Enterprise value	$ 1,066,854

The value of the shares of the Company's common stock used in determining the purchase price was $9.88 per share, the closing price of the Company's common stock on May 29, 2015, the last business day prior to the effective date of the acquisition.

The purchase price of the Viasystems acquisition was allocated to tangible and intangible assets acquired, liabilities assumed and noncontrolling interest based on the fair value at the date of the acquisition (May 31, 2015). The excess of the purchase price over the fair value of net assets acquired and noncontrolling interest was allocated to goodwill. The fair value assigned to intangible assets acquired was based on estimates and assumptions made by management at the time of acquisition. As of June 27, 2016, the Company has finalized the allocation of the purchase price.

The fair values assigned are based on reasonable methods applicable to the nature of the assets acquired, liabilities assumed and noncontrolling interest. The following summarizes the final estimated fair values of net assets acquired and noncontrolling interest:

	(In thousands)
Cash	$ 79,662
Restricted cash	3,510
Accounts and notes receivables ($216,259 contractual gross receivables)	209,196
Inventories	132,216
Prepaid expenses and other current assets	30,633
Property, plant and equipment	427,457
Identifiable intangible assets	150,500
Goodwill	360,494
Deposits and other noncurrent assets	1,157
Current liabilities	(256,705)
Long-term debt	(669,024)
Other liabilities	(63,966)
Noncontrolling interest	(7,300)
Total	$ 397,830

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

Goodwill represents the excess of the Viasystems purchase price over the fair value of tangibles and identifiable intangible assets acquired, liabilities assumed and noncontrolling interest. During the two quarters ended June 27, 2016, goodwill was adjusted to reflect:

- an increase in current liabilities by $3,442 due to a reassessment of product claims and other contingent liabilities, and
- an increase in other noncurrent liabilities by $22,182 primarily related to certain foreign tax liabilities.

The goodwill acquired in the acquisition is not deductible for income tax purposes.

Pro forma Financial Information

The unaudited pro forma financial information in the table below gives effect to this acquisition as if it had occurred at the beginning of fiscal 2015. The pro forma financial information presented includes the effects of adjustments related to the fair value step up of acquired inventory, amortization of acquired intangible assets and depreciation of acquired fixed assets, and other non-recurring transactions costs directly associated with the acquisitions such as legal, accounting and banking fees.

	Quarter Ended June 29, 2015	Two Quarters Ended June 29, 2015
	(In thousands, except per share data)	
Net sales	$ 647,632	$ 1,281,425
Net loss attributable to TTM Technologies, Inc. stockholders	$ (24,348)	$ (22,796)
Basic loss per share	$ (0.23)	$ (0.23)
Dilutive loss per share	$ (0.23)	$ (0.23)

The pro forma financial information as presented above is for informational purposes only and is not necessarily indicative of the actual results that would have been achieved had the Viasystems acquisition occurred at the beginning of the period presented, or the results that may be achieved in future periods.

(3) Consolidation Plan, Restructuring and Impairment Charges

On September 29, 2015, the Company announced a consolidation plan that will result in the closure of the Company's facilities in Cleveland, Ohio, Milpitas, California and Juarez, Mexico (the Consolidation Plan) and the layoff of approximately 480 employees at these sites. The Consolidation Plan is part of the Company's integration strategy to improve total plant utilization, operational performance and customer focus following its acquisition of Viasystems. In accordance with the Consolidation Plan, the Company will combine its Cleveland and Milpitas facilities into its North Jackson, Ohio and Silicon Valley, California facilities, respectively, and close its Juarez facility.

In connection with the Consolidation Plan and other global realignment restructuring efforts, the Company recognized employee separation costs and contract termination and other costs during the quarter and two quarters ended June 27, 2016. Contract termination and other costs primarily represented plant closure costs for Cleveland, Ohio, Milpitas, California and Juarez, Mexico, as well as costs related to building operating leases associated with the downsizing of the St. Louis, Missouri office.

The below table summarizes such restructuring costs by operating segment:

	Quarter Ended June 27, 2016			Two Quarters Ended June 27, 2016		
	Employee separation/ severance	Contract termination and other costs	Total	Employee separation/ severance	Contract termination and other costs	Total
	(In thousands)					
Operating Segment:						
PCB	$ 668	$ 488	$ 1,156	$ 1,267	$ 1,100	$ 2,367
E-M Solutions	578	1,425	2,003	734	1,944	2,678
Corporate	40	790	830	9	848	857
	$ 1,286	$ 2,703	$ 3,989	$ 2,010	$ 3,892	$ 5,902

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

The below table shows the utilization of the accrued restructuring costs during the two quarters ended June 27, 2016:

	Employee separation/ severance	Contract termination and other costs	Total
		(In thousands)	
Accrued at December 28, 2015	$ 6,044	$ 535	$ 6,579
Charged to expense	2,010	3,892	5,902
Amount paid	(6,802)	(3,085)	(9,887)
Accrued at June 27, 2016	$ 1,252	$ 1,342	$ 2,594

As of June 27, 2016, the remaining accrual for employee separation/severance, which relates to employees yet to be separated, was included as a component of accrued salaries, wages and benefits and the remaining unpaid estimated contract termination and other costs are included as a component of other accrued expenses in the consolidated condensed balance sheet. The Company expects the remaining employees to be separated and the remaining accrued restructuring costs to be substantially paid out by December 2016.

As of June 27, 2016, the Company has incurred approximately $13,283 of restructuring charges since the September 29, 2015 announcement and estimates that it will incur total charges of approximately $15,000 to $20,000 related to these closures and global realignment efforts.

The Company also recognized $3,346 in impairment charges during the two quarters ended June 27, 2016. As a result of the above mentioned plant closures and other plant realignment efforts, $1,393 of impairment charges were recognized in the consolidated condensed statement of operations related to machinery and equipment in the PCB operating segment for the two quarters ended June 27, 2016. Additionally, the Company expensed $1,953 of capitalized software costs in the Corporate operating segment during the two quarters ended June 27, 2016.

(4) Inventories

Inventories as of June 27, 2016 and December 28, 2015 consisted of the following:

	As of	
	June 27, 2016	December 28, 2015
	(In thousands)	
Inventories:		
Raw materials	$ 66,631	$ 70,577
Work-in-process	109,414	97,193
Finished goods	94,745	101,153
	$ 270,790	$ 268,923

(5) Goodwill

As of June 27, 2016 and December 28, 2015, goodwill was as follows:

	Total
	(In thousands)
Balance as of December 28, 2015	$ 346,990
Goodwill recognized during the two quarters ended June 27, 2016	25,624
Foreign currency translation adjustment	(18)
Balance as of June 27, 2016	$ 372,596

All goodwill relates to the Company's PCB reportable operating segment.

Goodwill balances include foreign currency translation adjustments related to foreign subsidiaries with functional currencies other than the U.S. Dollar.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

(6) Definite-lived Intangibles

As of June 27, 2016 and December 28, 2015, the components of definite-lived intangibles were as follows:

	Gross Amount	Accumulated Amortization	Foreign Currency Translation Adjustment	Net Carrying Amount	Weighted Average Amortization Period
		(In thousands)			(years)
June 27, 2016:					
Customer relationships	$203,563	$ (66,636)	$ 109	$137,036	8.1
Technology	3,000	(1,077)	—	1,923	3.0
	$206,563	$ (67,713)	$ 109	$138,959	
December 28, 2015:					
Customer relationships	$ 91,492	$ (80,152)	$ 426	$ 11,766	9.2
Trade name	10,302	(10,313)	11	—	6.0
Acquired intangibles from Viasystems acquisition					
Customer relationships	147,500	(10,815)	—	136,685	8.1
Technology	3,000	(577)	—	2,423	3.0
	$252,294	$ (101,857)	$ 437	$150,874	

The June 27, 2016 and December 28, 2015 definite-lived intangible balances include foreign currency translation adjustments related to foreign subsidiaries with functional currencies other than the U.S. Dollar.

Definite-lived intangibles are generally amortized using the straight line method of amortization over the useful life, with the exception of certain customer relationship intangibles, which are amortized using an accelerated method of amortization based on estimated cash flows. Amortization expense was $5,949 and $3,910 for the quarters ended June 27, 2016 and June 29, 2015, respectively, and $11,896 and $5,784 for the two quarters ended June 27, 2016 and June 29, 2015, respectively.

Estimated aggregate amortization for definite-lived intangible assets for the next five years and thereafter is as follows:

	(In thousands)
Remaining 2016	$ 11,975
2017	23,647
2018	22,889
2019	18,746
2020	18,746
Thereafter	42,956
	$ 138,959

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

(7) Long-term Debt and Letters of Credit

The following table summarizes the long-term debt of the Company as of June 27, 2016 and December 28, 2015:

	Average Effective Interest Rate as of June 27, 2016	June 27, 2016	Average Effective Interest Rate as of December 28, 2015	December 28, 2015
		(In thousands)		
Term loan due May 2021	6.00%	$ 841,143	6.00%	$ 947,625
U.S. ABL revolving loan due May 2020	2.21%	80,000	2.17%	80,000
Convertible senior notes due December 2020	1.75%	250,000	1.75%	250,000
Capital lease	6.43%	2,042		—
		1,173,185		1,277,625
Less: Long-term debt unamortized discount		(68,062)		(75,668)
Long-term debt unamortized debt issuance costs		(27,558)		(31,171)
		1,077,565		1,170,786
Less: current maturities		(80,358)		(157,375)
Long-term debt, less current maturities		$ 997,207		$1,013,411

The fiscal calendar maturities of long-term debt through 2020 and thereafter are as follows:

	(In thousands)
Remaining 2016	$ 80,358
2017	377
2018	401
2019	45,945
2020	297,979
Thereafter	748,125
	$ 1,173,185

Term and Revolving Loans

On May 31, 2015, in conjunction with the acquisition of Viasystems, the Company entered into a $950,000 Term Loan Credit Agreement (Term Loan). Additionally, the Company entered into a $150,000 U.S. Asset-Based Lending Credit Agreement (U.S. ABL) and a $150,000 Asia Asset-Based Lending Credit agreement (Asia ABL) (collectively the ABL Revolving Loans). The Company drew $80,000 of the U.S. ABL at the closing of the acquisition of Viasystems.

The Term Loan was issued at a discount at 96.5% and bears interest at a floating rate of LIBOR, with a 1.0% LIBOR floor, plus an applicable interest margin of 5.0%, or JP Morgan Chase Bank's prime rate, with a 2% floor, plus a margin of 4%, at the Company's option. At June 27, 2016, the weighted average interest rate on the outstanding borrowings under the Term Loan was 6.0%. There is no provision, other than an event of default, for the interest margin to increase. The Term Loan will mature on May 31, 2021. The Term Loan is secured by a significant amount of the assets of the Company and its domestic subsidiaries and a pledge of 65% of voting stock of the Company's first tier foreign subsidiaries and is structurally senior to the Company's convertible senior notes. See Convertible Senior Notes below.

The U.S. ABL consists of three tranches comprised of a revolving credit facility of up to $150,000, a letter of credit facility of up to $75,000, and swingline loans of up to $30,000, provided that at no time may amounts outstanding under the tranches exceed in aggregate $150,000 or the applicable borrowing base, which is a percentage of the principal amount of Eligible Accounts, as defined in the U.S. ABL agreement. Borrowings under the U.S. ABL bear interest at either a floating rate of LIBOR plus a margin of 175 basis points or JP Morgan Chase Bank's prime rate plus a margin of 75 basis points, at the Company's option. At June 27, 2016, the weighted average interest rate on the outstanding borrowings under the U.S. ABL was 2.21%. The applicable margin can vary based on the remaining availability of the facility, from 150 to 200 basis points for LIBOR-based loans or from 50 to 100 basis points for JP Morgan Chase Bank's prime rate-based loans. Other than availability and an event of default, there are no other provisions for the interest margin to increase. The U.S. ABL will mature on May 31, 2020. Loans made under the U.S. ABL are secured first by all of the Company's domestic cash, receivables and inventories as well as by a second position against a significant amount of the assets of the Company and its domestic subsidiaries and a pledge of 65% of voting stock of the Company's first tier foreign subsidiaries and are structurally senior to the Company's convertible senior notes. See Convertible Senior Notes below. At June 27, 2016, $80,000 of the U.S. ABL was outstanding and classified as short-term debt.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

The Company and its domestic subsidiaries have fully and unconditionally guaranteed the full and timely payment of all Term Loan and U.S. ABL related obligations.

The Asia ABL consists of two tranches comprised of a revolving credit facility of up to $150,000 and a letter of credit facility of up to $100,000, provided that at no time may amounts outstanding under both tranches exceed in aggregate $150,000 or the applicable borrowing base, which is a percentage of the principal amount of Eligible Accounts, as defined in the Asia ABL agreement. Borrowings under the Asia ABL bear interest at a floating rate of LIBOR plus 175 basis points. There is no provision, other than an event of default, for the interest margin to increase. The Asia ABL will mature on May 22, 2020. Loans made under the Asia ABL are secured by a portion of cash and receivables of certain of the Companies subsidiaries in Asia and are structurally senior to the Company's domestic obligations, including the convertible senior notes. See Convertible Senior Notes below. Additionally, certain of the Company's subsidiaries in Asia have fully and unconditionally guaranteed the full and timely payment of all Asia ABL related obligations. At June 27, 2016, none of the Asia ABL was outstanding.

The Company is required to make scheduled payments of the outstanding Term Loan balance on a quarterly basis. Based on certain parameters defined in the Term Loan agreement, the Company may be required to make an additional principal payment on an annual basis. Any additional annual payments reduce future required quarterly scheduled payments. During the quarter and two quarters ended June 27, 2016, the Company made debt principal payments totaling $30,000 and $106,482, respectively, representing normally scheduled principal payments as well as additional prepayments of principal. Any other outstanding balances under the Term Loan are due at the maturity date of May 31, 2021. Borrowings under the Term Loan are subject to various financial and operating covenants including maintaining a maximum total leverage ratio. Under the occurrence of certain events, the U.S. ABL and the Asia ABL are subject to various financial and operational covenants, including maintaining minimum fixed charge coverage ratios. At June 27, 2016, the Company was in compliance with the covenants under the Term Loan, the U.S. ABL and the Asia ABL.

As of June 27, 2016 and December 28, 2015, remaining unamortized debt discount of $26,588 and $30,242, respectively, and debt issuance costs of $23,402 and $26,619, respectively, related to the Term Loan. These debt discount and debt issuance costs are recorded as a reduction of the Term Loan and are amortized over the duration of the Term Loan into interest expense using an effective interest rate of 7.50%.

Additionally, remaining unamortized debt issuance costs related to the ABL Revolving Loans were $3,816 and $4,303 as of June 27, 2016 and December 28, 2015, respectively. These debt issuance costs are included in other non-current assets and are amortized to interest expense over the duration of the ABL Revolving Loans using the straight line method of amortization.

At June 27, 2016, the remaining amortization period for the unamortized debt discount and debt issuance costs for both the Term Loan and the ABL Revolving Loans was 4.9 years.

The Company is required to pay a commitment fee of 0.25% to 0.375% per annum on any unused portion of the U.S. ABL or Asia ABL based on utilization levels. Additionally, the Company also paid commitment fees of 0.5% per annum on the unused portion of the $90,000 senior secured revolving loan associated with the terminated 2012 credit agreement for the quarter and two quarters ended June 29, 2015. The Company incurred total commitment fees related to unused borrowing availability of $150 and $193 for the quarters ended June 27, 2016 and June 29, 2015, respectively, and $344 and $366 for the two quarters ended June 27, 2016 and June 29, 2015, respectively. As of June 27, 2016, the outstanding amount of the Term Loan was $841,143, all of which is included as long-term debt. Additionally, $80,000 of the U.S. ABL and none of the Asia ABL was outstanding as of June 27, 2016. Available borrowing capacity under the U.S. ABL and Asia ABL was $63,003 and $137,778, which includes letters of credit outstanding of $6,997 and $12,222 mentioned below, respectively, at June 27, 2016.

Letters of Credit

The Company has up to $75,000 and $100,000 Letters of Credit Facilities under the U.S. ABL and the Asia ABL, respectively, as mentioned above. As of June 27, 2016, letters of credit in the amount of $6,997 were outstanding under the U.S. ABL and $12,222 were outstanding under the Asia ABL with various expiration dates through July 2017.

At December 28, 2015, certain letters of credit were securitized by cash collateral. As such the Company had recorded such cash as restricted cash on the consolidated condensed balance sheet as of December 28, 2015. As of June 27, 2016, none of the letters of credit were securitized by cash collateral.

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Notes to Consolidated Condensed Financial Statements—(Continued)

Convertible Senior Notes

Convertible Senior Notes due 2020

The Company issued 1.75% convertible senior notes due December 15, 2020 in a public offering for an aggregate principal amount of $250,000 in 2013. The convertible senior notes bear interest at a rate of 1.75% per annum. Interest is payable semiannually in arrears on June 15 and December 15 of each year. The convertible senior notes are senior unsecured obligations and rank equally to the Company's future unsecured senior indebtedness and are senior in right of payment to any of the Company's future subordinated indebtedness.

Convertible Senior Notes due 2015

The Company issued 3.25% convertible senior notes due on May 15, 2015 in a public offering for an aggregate principal amount of $175,000. In May 2015 the outstanding principal of $32,395 plus accrued interest was paid in full.

As of June 27, 2016 and December 28, 2015, the following summarizes the equity components of the convertible senior notes included in additional paid-in capital:

	As of June 27, 2016 and December 28, 2015		
	Embedded conversion option — Convertible Senior Notes	Embedded conversion option — Convertible Senior Notes Issuance Costs	Total
		(in thousands)	
Convertible senior notes due 2020	$ 60,227	$ (1,916)	$ 58,311

The components of interest expense resulting from the convertible senior notes for the quarters and two quarters ended June 27, 2016 and June 29, 2015 are as follows:

	For the Quarter Ended		For the Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
		(In thousands)		
Contractual coupon interest				
Convertible senior notes due 2020	$ 1,093	$ 1,094	$ 2,187	$ 2,187
Convertible senior notes due 2015	—	131	—	395
	$ 1,093	$ 1,225	$ 2,187	$ 2,582
Amortization of debt discount				
Convertible senior notes due 2020	$ 1,992	$ 1,867	$ 3,952	$ 3,705
Convertible senior notes due 2015	—	187	—	554
	$ 1,992	$ 2,054	$ 3,952	$ 4,259
Amortization of debt issuance costs				
Convertible senior notes due 2020	$ 200	$ 187	$ 396	$ 371
Convertible senior notes due 2015	—	19	—	56
	$ 200	$ 206	$ 396	$ 427

As of June 27, 2016 and December 28, 2015, remaining unamortized debt discount of $41,474 and $45,426, respectively, and debt issuance costs of $4,156 and $4,552, respectively, related to the convertible senior notes. These debt discount and debt issuance costs are recorded as a reduction of the convertible senior notes and are being amortized to interest expense over the term of the convertible senior notes using the effective interest rate method. At June 27, 2016, the remaining weighted average amortization period for the unamortized senior convertible note discount and debt issuance costs was 4.5 years.

For the quarters and two quarters ended June 27, 2016 and June 29, 2015, the amortization of the convertible senior notes due 2020 debt discount and debt issuance costs was based on an effective interest rate of 6.48%. For the quarter and two quarters ended June 29, 2015, the amortization of the convertible senior notes due 2015 debt discount and debt issuance costs was based on an effective interest rate of 8.37%.

Other Credit Facility

Additionally, the Company is party to a revolving loan credit facility (Chinese Revolver) with a lender in China. Under this arrangement, the lender has made available to the Company approximately $34,800 in unsecured borrowing with all terms of the borrowing to be negotiated at the time the Chinese Revolver is drawn upon. There are no commitment fees on the unused portion of the Chinese Revolver, and this arrangement expires in December 2016. As of June 27, 2016, the Chinese Revolver had not been drawn upon.

Loss on Extinguishment of Debt

The Company became a party to its current Term Loan and ABL Revolving Loans during the second quarter ended June 29, 2015 in order to refinance and pay in full the remaining outstanding amount of $225,700 under an existing 2012 credit agreement, as well as to finance the acquisition of Viasystems and refinance Viasystems' outstanding debt. As a result, the Company recognized losses of approximately $802 for the quarter and two quarters ended June 29, 2015 resulting from the write off of the remaining unamortized debt issuance costs associated with the terminated 2012 credit agreement.

(8) Income Taxes

The Company's effective tax rate will generally differ from the U.S. federal statutory rate of 35% due to favorable tax rates associated with earnings from the Company's operations in lower-tax jurisdictions such as China, the apportioned state income tax rates, generation of other credits and deductions available to the Company, changes in valuation allowances, and certain non-deductible items.

During the quarter and two quarters ended June 27, 2016, the Company's effective tax rate was impacted by a net discrete benefit of $5,942 and $6,494, respectively, related to (i) tax holiday benefits, (ii) release of uncertain tax positions due to expiration of statute of limitations in foreign jurisdiction, and (iii) accrued interest on existing uncertain tax positions. Additionally, no tax benefit was recorded on the losses incurred in the U.S. and certain foreign jurisdictions as a result of corresponding increases in the valuation allowances in these jurisdictions. The Company's foreign earnings attributable to certain foreign subsidiaries will be indefinitely reinvested in such foreign jurisdictions and, therefore, no deferred tax liabilities for U.S. income taxes on undistributed earnings are recorded.

Certain entities in China operated under tax incentives effective through 2016. For the quarter and two quarters ended June 27, 2016, the tax incentives decreased Chinese taxes by approximately $2,861 and $4,525, respectively, which increased basic earnings per share by $0.03 and $0.05, and increased diluted earnings per share by $0.02 and $0.04, respectively.

(9) Accumulated Other Comprehensive Income (Loss)

The following provides a summary of the components of accumulated other comprehensive income (loss) as of June 27, 2016 and December 28, 2015:

	Foreign Currency Translation	Gains (Losses) on Cash Flow Hedges	Total
		(In thousands)	
Ending balance at December 28, 2015	$ 2,895	$ (1,272)	$ 1,623
Other comprehensive loss before reclassifications	(13,711)	(21)	(13,732)
Amounts reclassified from accumulated other comprehensive income	—	81	81
Other comprehensive (loss) income	(13,711)	60	(13,651)
Ending balance at June 27, 2016	$ (10,816)	$ (1,212)	$(12,028)

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Notes to Consolidated Condensed Financial Statements—(Continued)

The following provides a summary of reclassifications out of accumulated other comprehensive income (loss) for the quarters and two quarters ended June 27, 2016 and June 29, 2015:

Details about Accumulated Other Comprehensive Income Components	Statement of Operations Location	Amount Reclassified from Accumulated Other Comprehensive Income — For the Quarter Ended June 27, 2016	For the Quarter Ended June 29, 2015	For the Two Quarters Ended June 27, 2016	For the Two Quarters Ended June 29, 2015
Gain on foreign currency translation	Gain on sale of assets, net of tax	$ —	$ —	$ —	$ (1,786)
Loss on cash flow hedges	Depreciation expense, net of tax	$ 39	$ 43	$ 81	$ 85

(10) Significant Customers and Concentration of Credit Risk

In the normal course of business, the Company extends credit to its customers, which are concentrated primarily in the automotive, cellular phone, computer, networking and communications and aerospace and defense industries. Most customers to which the Company extends credit are located outside the United States, with the exception of certain customers in the aerospace and defense industries. The Company performs ongoing credit evaluations of customers, does not require collateral, and considers the credit risk profile of the entity from which the receivable is due in further evaluating collection risk.

The Company's customers include both OEM and EMS companies. The Company's OEM customers often direct a significant portion of their purchases through EMS companies. While the Company's customers include both OEM and EMS providers, the Company measures customer concentration based on OEM companies, as they are the ultimate end customers.

For the quarters ended June 27, 2016 and June 29, 2015, one customer accounted for approximately 10% and 22%, respectively, of the Company's net sales. For the two quarters ended June 27, 2016 and June 29, 2015, one customer accounted for approximately 10% and 24%, respectively, of the Company's net sales. There were no other customers that accounted for 10% or more of net sales for the quarters or two quarters ended June 27, 2016 and June 29, 2015.

(11) Fair Value Measures

The Company measures at fair value its financial and non-financial assets by using a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, essentially an exit price, based on the highest and best use of the asset or liability.

The carrying amount and estimated fair value of the Company's financial instruments at June 27, 2016 and December 28, 2015 were as follows:

	June 27, 2016 Carrying Amount	June 27, 2016 Fair Value	December 28, 2015 Carrying Amount	December 28, 2015 Fair Value
	(In thousands)			
Term and revolving loans	$871,153	$910,629	$970,764	$935,000
Convertible senior notes due 2020	204,370	235,775	200,022	230,950
Capital lease	2,042	2,042	—	—

The fair value of the long-term debt was estimated based on quoted market prices or discounting the debt over its life using current market rates for similar debt as of June 27, 2016 and December 28, 2015, which are considered Level 1 and Level 2 inputs.

The fair value of the convertible senior notes was estimated based on quoted market prices of the securities on an active exchange, which are considered Level 1 and Level 2 inputs.

As of June 27, 2016 and December 28, 2015, the Company's other financial instruments also included cash and cash equivalents, accounts receivable and accounts payable. Due to short-term maturities, the carrying amount of these instruments approximates fair value. Our cash and cash equivalents at June 27, 2016 consisted of $64,143 held in the U.S., with the remaining $152,008 held by foreign subsidiaries.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

The majority of the Company's non-financial assets and liabilities, which include goodwill, intangible assets, inventories, and property, plant and equipment, are not required to be carried at fair value on a recurring basis. However, if certain triggering events occur such that a non-financial instrument is required to be evaluated for impairment (at least annually for goodwill), based upon a comparison of the non-financial instrument's fair value to its carrying value, an impairment is recorded to reduce the carrying value to the fair value, if the carrying value exceeds the fair value.

For the two quarters ended June 27, 2016, the following assets were measured at fair value on a nonrecurring basis using the type of inputs shown:

		Fair Value Measurements Using:			
	June 27, 2016	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs	Total Losses for the Two Quarters Ended June 27, 2016
			(In thousands)		
Assets held for sale	$ 155	$ —	$ 155	$ —	$ 1,393
Long-lived assets held and use	2,254	—	—	2,254	1,953
					$ 3,346

There was no impairment of long-lived assets recognized in the quarter ended June 27, 2016 or for the quarter and two quarters ended June 29, 2015.

The fair values of assets held for sale were primarily determined using appraisals and comparable prices of similar assets, which are considered to be Level 2 inputs.

Additionally, the Company has capitalized software costs in accordance with U.S. GAAP. During the two quarters ended June 27, 2016, the Company determined that certain capitalized costs no longer had benefit primarily as a result of the Viasystems acquisition. Because the primary determination of fair value was based on management's assumptions and estimates of capitalized costs to dispose, the resulting fair value is considered a Level 3 input.

(12) Commitments and Contingencies

Legal Matters

The Company is subject to various legal matters, which it considers normal for its business activities. While the Company currently believes that the amount of any reasonably possible loss for known matters would not be material to the Company's financial condition, the outcome of these actions is inherently difficult to predict. In the event of an adverse outcome, the ultimate potential loss could have a material adverse effect on the Company's financial condition or results of operations in a particular period. The Company has accrued amounts for its loss contingencies which are probable and estimable as of June 27, 2016 and December 28, 2015. However, these amounts are not material to the consolidated condensed financial statements of the Company.

Environmental Matters

The process to manufacture PCBs requires adherence to city, county, state, federal, and foreign environmental regulations regarding the storage, use, handling, and disposal of chemicals, solid wastes, and other hazardous materials, as well as compliance with air quality standards and chemical use reporting. The Company believes that its facilities in the United States, Canada and Mexico comply in all material respects with applicable environmental laws and regulations. In China, governmental authorities have adopted new rules and regulations governing environmental issues. An update to the Chinese environmental waste water law was issued in late 2012, allowing for an interim period in which plants subject to such law may install equipment that meets the new regulatory regime. Some of the Company's plants in China are not yet in full compliance with the updated environmental regulations. The Company believes it has developed plans acceptable to the Chinese government and is in the process of implementing these plans. The Company does not anticipate any immediate risk of government fines or temporary closure of its Chinese plants. The Company has established and enacted an investment plan related to the efforts to come into full compliance with the new regulations. The 2016 capital expenditure costs expected for these plans are included in the Company's capital expenditure projections.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

(13) Earnings Per Share

The following is a reconciliation of the numerator and denominator used to calculate basic earnings (loss) per share and diluted earnings (loss) per share for the quarters and two quarters ended June 27, 2016 and June 29, 2015:

	Quarter Ended		Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
	(In thousands, except per share amounts)			
Basic earning (loss):				
Basic earning (loss)	$ 18,548	$(36,612)	$ 11,284	$(33,166)
Diluted earning (loss):				
Net income (loss) attributable to TTM Technologies, Inc. stockholders	$ 18,548	$(36,612)	$ 11,284	$(33,166)
Interest expense from convertible senior notes, net of tax	3,285	—	—	—
Diluted earnings (loss)	$ 21,833	$(36,612)	$ 11,284	$(33,166)
Basic shares	100,170	88,834	99,883	86,218
Dilutive effect of performance-based stock units, restricted stock units and stock options	840	—	907	—
Dilutive effect of assumed conversion of convertible senior notes outstanding	25,940	—	—	—
Diluted shares	126,950	88,834	100,790	86,218
Income (loss) per share attributable to TTM Technologies, Inc. stockholders:				
Basic	$ 0.19	$ (0.41)	$ 0.11	$ (0.38)
Diluted	$ 0.17	$ (0.41)	$ 0.11	$ (0.38)

For the quarter and two quarters ended June 27, 2016, performance-based stock units (PRUs), restricted stock units (RSUs) and stock options to purchase 347 and 1,644 shares of common stock, respectively, were not considered in calculating diluted earnings per share because the options' exercise prices or the total expected proceeds under the treasury stock method for performance-based stock units, restricted stock units or stock options was greater than the average market price of common shares during the applicable quarter and two quarters and, therefore, the effect would be anti-dilutive.

For the two quarters ended June 27, 2016, the effect of shares of common stock related to the Company's convertible senior notes, based on the if-converted method, were not included in the computation of dilutive earnings per share as the impact would be anti-dilutive.

For the quarter and two quarters ended June 29, 2015, potential shares of common stock, consisting of stock options to purchase approximately 433 shares of common stock at exercise prices ranging from $5.78 to $16.82 per share, 2,335 RSUs, and 275 PRUs were not included in the computation of diluted earnings per share because the Company incurred a net loss and, as a result, the impact would be anti-dilutive.

For both the quarters and two quarters ended June 27, 2016 and June 29, 2015, outstanding warrants to purchase 25,940 and 28,020 shares, respectively, were not included in the computation of dilutive earnings per share because the strike price of the warrants to purchase the Company's common stock were greater than the average market price of common shares during the applicable quarters and two quarters, and therefore, the effect would be anti-dilutive.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

(14) Stock-Based Compensation

Stock-based compensation expense is recognized in the accompanying consolidated condensed statements of operations as follows:

	Quarter Ended		Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
	(In thousands)			
Cost of goods sold	$ 429	$ 243	$ 749	$ 468
Selling and marketing	271	269	481	540
General and administrative	2,145	1,802	3,861	3,346
Stock-based compensation expense recognized	$2,845	$2,314	$ 5,091	$ 4,354

Performance-based Restricted Stock Units

The Company maintains a long-term incentive program for executives that provides for the issuance of PRUs, representing hypothetical shares of the Company's common stock that may be issued. Under the PRU program, a target number of PRUs is awarded at the beginning of each three-year performance period. The number of shares of common stock released at the end of the performance period will range from zero to 2.4 times the target number depending on performance during the period. The performance metrics of the PRU program are based on (a) annual financial targets, which are based on revenue and EBITDA (earnings before interest, tax, depreciation, and amortization expense), each equally weighted, and (b) an overall modifier based on the Company's total stockholder return (TSR) relative to a group of peer companies selected by the Company's compensation committee, over the three-year performance period.

The Company records stock-based compensation expense for PRU awards granted based on management's periodic assessment of the probability of the PRU awards vesting. For the quarters and two quarters ended June 27, 2016, management determined that vesting of the PRU awards was probable. PRUs activity for the two quarters ended June 27, 2016 was as follows:

	Shares	Weighted Average Fair Value
	(In thousands)	
Outstanding target shares at December 28, 2015	301	$ 8.58
Granted	347	6.46
Change in units due to annual financial target performance achievement	—	—
Outstanding target shares at June 27, 2016	648	$ 7.45

Restricted Stock Units

The Company granted 131 and 331 RSUs during the quarters ended June 27, 2016 and June 29, 2015, respectively, and 1,814 and 1,301 RSUs during the two quarters ended June 27, 2016 and June 29, 2015, respectively. The RSUs granted have a weighted-average fair value per unit of $6.53 and $10.19 for the quarters ended June 27, 2016 and June 29, 2015, respectively, and $6.74 and $9.15 for the two quarters ended June 27, 2016 and June 29, 2015, respectively. The fair value for RSUs granted is based on the closing share price of the Company's common stock on the date of grant.

Stock Options

The Company did not grant any stock option awards during the quarters and two quarters ended June 27, 2016 and June 29, 2015.

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

Summary of Unrecognized Compensation Costs

The following is a summary of total unrecognized compensation costs as of June 27, 2016:

	Unrecognized Stock-Based Compensation Cost (In thousands)	Remaining Weighted Average Recognition Period (years)
RSU awards	$ 16,427	1.5
PRU awards	2,636	1.7
	$ 19,063	

(15) Segment Information

The operating segments reported below are the Company's segments for which separate financial information is available and upon which operating results are evaluated by the chief operating decision maker to assess performance and to allocate resources. The Company has reviewed its reportable operating segments and determined that it continues to have two reportable operating segments: PCB and E-M Solutions. This determination was made based on the criteria of earning revenues and incurring expenses, the Company's organizational structure which has segment managers who report to the chief operating decision maker and discrete financial information, and the aggregation of similar operating segments into reportable operating segments. Factors considered to determine whether operating segments can be aggregated into reportable segments included similarity regarding economic characteristics, products, production processes, type or classes of customers, distribution methods, and regulatory environments. All prior-period amounts have been adjusted retrospectively to reflect our reportable segment changes that were made in the third quarter of 2015.

The Company, including the chief operating decision maker, evaluates segment performance based on operating segment income, which is operating income before amortization of intangibles. Interest expense and interest income are not presented by segment since they are not included in the measure of segment profitability reviewed by the chief operating decision maker. All inter-segment transactions have been eliminated.

The Company accounts for inter-segment sales and transfers consistent with the Company's revenue recognition policy. The inter-segment sales for the quarters and two quarters ended June 27, 2016 and June 29, 2015, are sales primarily from the PCB to the E-M Solutions operating segment.

	Quarter Ended		Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
	(In thousands)			
Net Sales:				
PCB	$ 563,574	$ 417,901	$1,093,519	$ 728,225
E-M Solutions	40,427	28,514	96,905	47,796
Total sales	604,001	446,415	1,190,424	776,201
Inter-segment sales	(2,154)	(970)	(5,319)	(1,592)
Total net sales	$ 601,847	$ 445,445	$1,185,105	$ 774,609
Operating Segment Income (Loss):				
PCB	$ 64,970	$ 30,456	$ 114,337	$ 53,716
E-M Solutions	(153)	(110)	234	541
Corporate	(24,189)	(33,496)	(49,094)	(47,268)
Total operating segment income (loss)	40,628	(3,150)	65,477	6,989
Amortization of definite-lived intangibles	(5,949)	(3,910)	(11,896)	(5,784)
Total operating income (loss)	34,679	(7,060)	53,581	1,205
Total other expense	(16,893)	(12,899)	(37,468)	(19,079)
Income (loss) before income taxes	$ 17,786	$ (19,959)	$ 16,113	$ (17,874)

TTM TECHNOLOGIES, INC.
Notes to Consolidated Condensed Financial Statements—(Continued)

The Corporate category includes operating expenses that are not included in the segment operating performance measures. Corporate consists primarily of corporate governance functions such as finance, accounting, information technology, facilities and human resources personnel, as well as global sales and marketing personnel and acquisition and integration costs associated with the acquisition of Viasystems. Corporate includes bank fees and legal, accounting, and other professional service costs associated with the acquisition of Viasystems of $605 and $22,627 for the quarters ended June 27, 2016 and June 29, 2015, respectively, and $1,296 and $30,862 for the two quarters ended June 27, 2016 and June 29, 2015, respectively.

(16) Related Party Transactions

In the normal course of business, the Company's foreign subsidiaries purchase laminate and prepreg from related parties in which a significant shareholder of the Company holds an equity interest. The Company purchased laminate and prepreg from these related parties in the amount of $14,259 and $12,914 for the quarters ended June 27, 2016 and June 29, 2015, respectively, and $30,257 and $22,859 for the two quarters ended June 27, 2016 and June 29, 2015, respectively.

Dongguan Shengyi Electronics Ltd. (SYE) is also a related party as it is a wholly owned subsidiary of an entity in which a significant shareholder of the Company holds an equity interest. The Company sells PCBs to SYE and purchases PCBs including various services relating to PCB manufacturing from SYE. Sales to SYE for the quarters ended June 27, 2016 and June 29, 2015 were $298 and $1,343, respectively, and $610 and $2,825 for the two quarters ended June 27, 2016 and June 29, 2015, respectively. Purchases of PCBs, including various services relating to PCB manufacturing, for the quarter ended June 29, 2015 were $366, and $805 for the two quarters ended June 29, 2015. There were no purchases of PCBs including various services relating to PCB manufacturing for the quarter or two quarters ended June 27, 2016.

As of June 27, 2016 and December 28, 2015, the Company's consolidated condensed balance sheets included $18,167 and $29,306, respectively, in accounts payable due to related parties for purchases of laminate and prepreg and various PCB manufacturing services and such balances are included as a component of accounts payable on the consolidated condensed balance sheets. Additionally, the Company's consolidated condensed balance sheets included $476 and $1,999, in accounts receivable due from a related party for sales of PCBs to SYE, as of June 27, 2016 and December 28, 2015, respectively, as mentioned above, and such balances are included as a component of accounts receivable, net on the consolidated condensed balance sheets.

(17) Sale of Suzhou, China Manufacturing Facility

During the quarter ended June 29, 2015, the Company sold its Meadville Aspocomp (Suzhou) Electronic Co., Ltd. subsidiary, which held its Suzhou, China manufacturing facility, for $21,275 and recognized a gain of $2,504. This subsidiary was included in the Company's PCB operating segment.

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

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated condensed financial statements and the related notes and the other financial information included in this Quarterly Report on Form 10-Q. This discussion and analysis contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of specified factors, including those set forth in Item 1A "Risk Factors" of Part II below and elsewhere in this Quarterly Report on Form 10-Q.

This discussion and analysis should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" set forth in our Annual Report on Form 10-K for the fiscal year ended December 28, 2015, filed with the SEC.

COMPANY OVERVIEW

We are a leading global printed circuit board (PCB) manufacturer, focusing on quick-turn and technologically advanced PCBs and electro-mechanical solutions (E-M Solutions). We focus on providing time-to-market and advanced technology products and offer a one-stop manufacturing solution to our customers from engineering support to prototype development through final volume production. This one-stop manufacturing solution allows us to align technology development with the diverse needs of our customers and to enable them to reduce the time required to develop new products and bring them to market. We serve a diversified customer base consisting of approximately 1,500 customers in various markets throughout the world, including manufacturers of networking/communications infrastructure products, smartphones, tablets and ultra notebooks, as well as the aerospace and defense, automotive components, high-end computing, and medical, industrial and instrumentation related products. Our customers include both original equipment manufacturers (OEMs) and electronic manufacturing services (EMS) providers.

On May 31, 2015, we completed the acquisition of Viasystems Group, Inc. (Viasystems), for total consideration of $248.8 million in cash and 15.1 million shares of TTM common stock with a fair value of $149.0 million, to acquire all of the outstanding shares of capital stock and other equity rights of Viasystems. Additionally, in connection with the completion of the acquisition, we assumed and refinanced Viasystems' debt, which was approximately $669.0 million as of May 31, 2015. Viasystems was a worldwide provider of complex multi-layer rigid, flexible, and rigid-flex PCBs and custom electronic assemblies.

The acquisition of Viasystems has had and will continue to have a significant effect on our operations and financial results. We have greatly increased and diversified our revenue base and added the fast growing automotive end market to our portfolio of markets we serve. Our financial results for the second quarter and two quarters ended 2016 demonstrate the benefits of this diversification along with our strong operational execution and focus on realizing synergies from the integration. These results are reflected in improved gross and operating margins the second quarter and two quarters ended 2016 as compared to the same periods in 2015.

On May 31, 2015, in conjunction with the acquisition of Viasystems, we entered into a $950.0 million Term Loan Credit Agreement (Term Loan). During the quarter and two quarters ended June 27, 2016, the Company made debt principal payments totaling $30.0 million and $106.5 million, respectively, representing normally scheduled principal payments as well as additional prepayments of principal. From time to time, we may make additional principal payments in the normal course of business as cash flow allows.

While our customers include both OEMs and EMS providers, we measure customers based on OEM companies, as they are the ultimate end customers. Sales to our 10 largest customers accounted for 40% and 53% of our net sales for the quarters ended June 27, 2016 and June 29, 2015, respectively, and 40% and 55% for the two quarters ended June 27, 2016 and June 29, 2015, respectively. We sell to OEMs both directly and indirectly through EMS providers.

The following table shows the percentage of our net sales attributable to each of the principal end markets we served for the periods indicated:

	Quarter Ended		Two Quarters Ended	
End Markets(1)(2)	**June 27, 2016**	**June 29, 2015 (4)**	**June 27, 2016**	**June 29, 2015 (4)**
Aerospace/Defense	16%	15%	16%	15%
Automotive(2)	19	7	20	5
Cellular Phone(3)	10	24	10	27
Computing/Storage/Peripherals(3)	13	11	13	11
Medical/Industrial/Instrumentation	16	12	16	11
Networking/Communications	25	26	24	27
Other(2)(3)	1	5	1	4
Total	100%	100%	100%	100%

(1) Sales to EMS companies are classified by the end markets of their OEM customers.
(2) Certain reclassifications of prior year end market percentages have been made to conform to the current year presentation. Beginning 2015, Automotive has been reclassified from the Other end market.
(3) Smartphones are included in the Cellular Phone end market, tablets are included in the Computing/Storage/Peripherals end market and other mobile devices such as e-readers are included in the Other end market.
(4) Amounts include activity of Viasystems, which we acquired on May 31, 2015.

We derive revenues primarily from the sale of PCBs and custom electronic assemblies using customer-supplied engineering and design plans. We recognize revenues when persuasive evidence of a sales arrangement exists, the sales terms are fixed or determinable, title and risk of loss have transferred, and collectability is reasonably assured — generally when products are shipped to the customer. Net sales consist of gross sales less an allowance for returns, which typically have been less than 3% of gross sales. We provide our customers a limited right of return for defective PCBs and backplane assemblies. We record an estimate for sales returns and allowances at the time of sale based on historical results. Purchase orders may be cancelled prior to shipment. We generally charge customers a fee, based on the percentage completed, if an order is cancelled once it has entered production.

Cost of goods sold consists of materials, labor, outside services, and overhead expenses incurred in the manufacture and testing of our products. Shipping and handling fees and related freight costs and supplies associated with shipping products are also included as a component of cost of goods sold. Many factors affect our gross margin, including capacity utilization, product mix, production volume, and yield. We generally do not participate in any significant long-term contracts with suppliers, and we believe there are a number of potential suppliers for most of the raw materials we use.

Selling and marketing expenses consist primarily of salaries, labor related benefits, and commissions paid to our internal sales force, independent sales representatives, and our sales support staff, as well as costs associated with marketing materials and trade shows.

General and administrative costs primarily include the salaries for executive, finance, accounting, information technology, facilities, and human resources personnel, as well as insurance expenses, expenses for accounting and legal assistance, incentive compensation expense, and gains or losses on the sale or disposal of property, plant and equipment.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our consolidated condensed financial statements included in this report have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, net sales and expenses, and related disclosure of contingent assets and liabilities.

See Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operation*, in our Annual Report on Form 10-K for the fiscal year ended December 28, 2015 for further discussion of critical accounting policies and estimates. There were no material changes to our critical accounting policies and estimates since December 28, 2015.

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RESULTS OF OPERATIONS

The Viasystems acquisition occurred on May 31, 2015. The acquisition has had and will continue to have a significant effect on our operations as discussed below.

The following table sets forth the relationship of various items to net sales in our consolidated condensed statements of operations:

	Quarter Ended		Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of goods sold	83.8	86.3	84.7	85.4
Gross profit	16.2	13.7	15.3	14.6
Operating expenses:				
Selling and marketing	2.8	2.8	2.9	2.8
General and administrative	6.0	11.7	6.1	11.2
Amortization of definite-lived intangibles	1.0	0.8	1.0	0.7
Impairment of long-lived assets	—	—	0.3	—
Restructuring charges	0.7	—	0.5	
Gain on sale of asset	—	—	—	(0.3)
Total operating expenses	10.5	15.3	10.8	14.4
Operating income (loss)	5.7	(1.6)	4.5	0.2
Other income (expense):				
Interest expense	(3.3)	(2.9)	(3.5)	(2.4)
Loss on extinguishment of debt	—	(0.2)	—	(0.1)
Other, net	0.6	0.2	0.3	—
Total other expense, net	(2.7)	(2.9)	(3.2)	(2.5)
Income (loss) before income taxes	3.0	(4.5)	1.3	(2.3)
Income tax (provision) benefit	0.1	(3.7)	(0.3)	(2.0)
Net income (loss)	3.1	(8.2)	1.0	(4.3)
Less: Net income attributable to noncontrolling interest	—	—	—	—
Net income (loss) attributable to TTM Technologies, Inc. stockholders	3.1%	(8.2)%	1.0%	(4.3)%

We have reviewed our reportable operating segments and determined that we continue to have two reportable operating segments: PCB and E-M Solutions. This determination was made based on the criteria of earning revenues and incurring expenses, our organizational structure which has segment managers who report to the chief operating decision maker and discrete financial information, and the aggregation of similar operating segments into reportable operating segments.

The following table compares net sales by reportable segment for the quarters and two quarters ended June 27, 2016 and June 29, 2015:

	Quarter Ended		Two Quarters Ended	
	June 27, 2016	June 29, 2015	June 27, 2016	June 29, 2015
	(In thousands)			
Net Sales:				
PCB	$ 563,574	$ 417,901	$1,093,519	$ 728,225
E-M Solutions	40,427	28,514	96,905	47,976
Total sales	604,001	446,415	1,190,424	776,201
Inter-segment sales	(2,154)	(970)	(5,319)	(1,592)
Total net sales	$ 601,847	$ 445,445	$1,185,105	$ 774,609

Net Sales

Total net sales increased $156.4 million, or 35.1%, from $445.4 million for the second quarter of 2015 to $601.8 million for the second quarter of 2016. Net sales for the PCB operating segment, excluding inter-segment sales, increased $144.4 million, or 34.6%, from $417.0 million for the second quarter of 2015 to $561.4 million for the second quarter of 2016. This increase is primarily due to the additional sales resulting from the acquisition of Viasystems, which accounted for approximately $169.6 million of the net increase in PCB sales for the second quarter of 2016, partially offset by lower demand in our Cellular Phone end market. These changes, including the sales from Viasystems, resulted in a 76% increase in PCB shipments as compared to the second quarter of 2015, partially offset by an average PCB selling price decrease of 23%, which was driven by a product mix shift resulting from the acquisition. Net sales for the E-M Solutions operating segment increased $12.0 million from $28.4 million for the second quarter of 2015 to $40.4 million for the second quarter of 2016. This increase is due to the additional sales resulting from the acquisition of Viasystems.

Total net sales increased $410.5 million, or 53.0%, from $774.6 million for the first two quarters of 2015 to $1,185.1 million for the first two quarters of 2016. Net sales for the PCB operating segment, excluding inter-segment sales, increased $361.4 million, or 49.7%, from $726.8 million for the first two quarters of 2015 to $1,088.2 million for the first two quarters of 2016. This increase is primarily due to the additional sales resulting from the acquisition of Viasystems, which accounted for $410.7 million of the net increase in PCB sales for the first two quarters of 2016, partially offset by lower demand in our Cellular Phone end market. These changes, including the sales from Viasystems, resulted in a 116% increase in PCB shipments as compared to the first two quarters of 2015, partially offset by an average PCB selling price decrease of 30%, which was driven by a product mix shift resulting from the acquisition. Net sales for the E-M Solutions operating segment increased $49.1 million from $47.8 million for the first two quarters of 2015 to $96.9 million for the first two quarters of 2016. This increase is due to the additional sales resulting from the acquisition of Viasystems.

Gross Margin

Overall gross margin increased from 13.7% for the second quarter of 2015 to 16.2% for the second quarter of 2016, and from 14.6% for the first two quarters of 2015 to 15.3% for the first two quarters of 2016.

Gross margin for the PCB operating segment increased from 14.6% for the second quarter of 2015 to 17.1% for the second quarter of 2016, and from 15.3% for the first two quarters of 2015 to 16.4% for the first two quarters of 2016, primarily due to the improved operating performance at certain acquired manufacturing facilities and the benefits resulting from our synergy initiatives, partially offset by reduced volumes at our facilities supporting the cellular phone end market.

Gross margin for the E-M Solutions operating segment increased from 4.1% for the second quarter of 2015 to 8.5% for the second quarter of 2016, and from 5.6% for the first two quarters of 2015 to 7.4% for the first two quarters of 2016, primarily due to savings from the closure of Juarez, Mexico facility.

Selling and Marketing Expenses

Selling and marketing expenses increased $4.3 million, from $12.3 million for the second quarter of 2015 to $16.6 million for the second quarter of 2016. Selling and marketing expenses increased $12.1 million, from $21.8 million for the first two quarters of 2015 to $33.9 million for the first two quarters of 2016. As a percentage of net sales, selling and marketing expenses were 2.8% for both of the second quarters of 2015 and 2016 and 2.8% for the first two quarters of 2015, as compared to 2.9% for the first two quarters of 2016. The increase in selling and marketing expense primarily relates to increased selling and marketing expense incurred with the acquisition of Viasystems, partially offset by workforce reductions associated with global realignment efforts.

General and Administrative Expenses

General and administrative expenses decreased $15.5 million from $52.0 million, or 11.7% of net sales, for the second quarter of 2015 to $36.5 million, or 6.0% of net sales, for the second quarter of 2016. General and administrative expenses decreased $13.9 million from $86.5 million, or 11.2% of net sales, for the first two quarters of 2015 to $72.6 million, or 6.1% of net sales, for the first two quarters of 2016. The decrease in expense primarily related to a decrease of $22.0 million and $29.6 million for the quarter and two quarters ended June 27, 2016, respectively, in acquisition related costs, partially offset by increased expenses incurred related to Viasystems. The decrease in general and administrative expense as percentage of net sales was primarily due to the decrease in acquisition related costs and higher net sales.

Impairment of Long-Lived Assets and Restructuring Charges

For the second quarter and the first two quarters of 2016, we incurred restructuring charges of $4.0 million and $5.9 million, respectively, which primarily related to the September 29, 2015 announced consolidation plan that will result in the closure of our facilities in Cleveland, Ohio, Milpitas, California, and Juarez, Mexico (the Consolidation Plan) and other global realignment efforts. These charges primarily represent severance and contract termination and other costs. Approximately $1.2 million and $2.4 million of these restructuring charges were recognized in our PCB operating segment for the second quarter and the first two quarters of 2016, respectively, $2.0 million and $2.7 million were recognized in our E-M Solutions operating segment for the second quarter and the first two quarters of 2016, respectively, and $0.8 million were recognized in our Corporate operating segment for both the second quarter and the first two quarters of 2016, respectively. As of June 27, 2016, we have incurred approximately $13.3 million of such charges since the September 29, 2015 announcement and estimate that we will incur total charges of approximately $15.0 million to $20.0 million related to these closures and other global realignment efforts.

Additionally, as a result of the above mentioned plant closures and other plant realignment efforts, we also recognized impairment charges of $3.3 million for the first two quarters of 2016, of which $1.4 million were recognized in our PCB operating segment and $1.9 million were recognized related in the Corporate operating segment. The impairment charge for the PCB operating segment related to machinery and equipment while the impairment charge for the Corporate operating segment related to the write-off of capitalized software costs.

If forecasts and assumptions used to support the realizability of our long-lived assets change in the future, significant impairment or restructuring charges could result that would adversely affect our results of operations and financial condition.

Other Income (Expense)

Other expense, net increased $4.0 million from $12.9 million for the second quarter of 2015 to $16.9 million for the second quarter of 2016. Other expense, net increased $18.4 million from $19.1 million for the first two quarters of 2015 to $37.5 million for the first two quarters of 2016. The increase in other expense, net was primarily due to an increase in interest expense related to the Term Loan and U.S. ABL, totaling $921.1 million as of June 27, 2016 at a weighted average interest rate of 5.7%, which was entered into on May 31, 2015 in connection with the acquisition of Viasystems. This increase was partially offset by $2.6 million and $3.7 million of higher foreign currency transaction gains for the quarter and two quarters ended June 27, 2016, respectively, due primarily to the devaluation of the RMB, which is utilized at certain of our Asia operations.

Income Taxes

The provision for income taxes decreased by $17.6 million from $16.6 million of tax expense for the second quarter of 2015 to $1.0 million of tax benefit for the second quarter of 2016. The provision for income taxes decreased $10.8 million from $15.3 million of tax expense for the first two quarters of 2015 to $4.5 million of tax expense for the first two quarters of 2016. The decrease in income tax expense in 2016 as compared to 2015 is primarily due to tax benefits recorded in the second quarter of 2016 related to the release of existing uncertain tax positions due to the expiration of the statute of limitations and a research and development tax benefit in certain foreign jurisdictions. Further, a discrete tax expense was recorded in the second quarter of 2015 related to a valuation allowance that was provided against our existing U.S. net deferred tax assets.

Our effective tax rate is primarily impacted by tax rates in China and Hong Kong, the U.S. federal income tax rate, apportioned state income tax rates, generation of other credits and deductions available to us, changes in the valuation allowance, and certain non-deductible items. U.S. and certain foreign losses generated are not more likely than not to be realizable, and thus no income tax benefit has been recognized on these losses. As of June 27, 2016, we had net deferred income tax liabilities of approximately $9.7 million and as of December 28, 2015, we had net deferred income tax liabilities of approximately $13.1 million.

Liquidity and Capital Resources

Our principal sources of liquidity have been cash provided by operations, the issuance of convertible senior notes, and term and revolving debt. Our principal uses of cash have been to finance acquisitions and capital expenditures, meet debt service requirements, fund working capital requirements, and refinance existing debt. We anticipate that servicing debt, financing capital expenditures, financing acquisitions, and funding working capital requirements will continue to be the principal demands on our cash in the future.

Cash flow provided by operating activities during the first two quarters of 2016 was $97.9 million as compared to $82.9 million in the same period in 2015. The increase in cash flow was primarily due to higher net income. As of June 27, 2016, we had net working capital of approximately $319.5 million compared to $277.5 million as of December 28, 2015. Cash cycle days were 52 days for the second quarter of 2016 as compared to 53 days for the same quarter of 2015.

Net cash used in investing activities was approximately $31.9 million for the first two quarters of 2016 primarily reflecting purchases of property, plant and equipment, net of proceeds from sales of property, plant and equipment and assets held for sale of $35.4 million, less release of restricted cash to cash and cash equivalents of $3.5 million. For the first two quarters of 2015, net cash used in investing activities was approximately $210.2 million, which reflects the acquisition of Viasystems, net of cash acquired, in the amount of $166.6 million, purchases of property, plant and equipment, net of proceeds from sales of property, plant and equipment and assets held for sale of $25.2 million, and designation of cash and cash equivalents to restricted cash of $18.4 million.

Net cash used in financing activities was approximately $106.5 million for the first two quarters of 2016 reflecting the repayment of normally scheduled principal payments as well as additional prepayments of principal of long-term debt. For the first two quarters of 2015, net cash used in financing activities was approximately $3.1 million primarily reflecting proceeds from long-term debt and a revolving loan totaling $1,030.0 million, offset by the repayment of $1,033.5 million of debt, including the assumed long-term debt in the acquisition of $669.0 million, the payoff of the 2012 credit agreement term loan, the payoff of the remaining 2015 convertible senior notes, and payment of debt issuance costs and original issue discount of $67.0 million associated with the new long-term debt and revolver loans.

As of June 27, 2016, we had cash and cash equivalents of approximately $216.2 million, of which approximately $152.0 million was held by our foreign subsidiaries, primarily in Asia. Cash and cash equivalents held by our foreign locations are expected to be used in local operations.

Our 2016 capital expenditures are expected to be in the range of $110 million to $120 million. The expenditures will fund capital equipment purchases to increase production capacity, especially for advanced technology manufacturing, comply with changing environmental regulations, replace aging equipment, and expand our technological capabilities.

Term and Revolving Loans

On May 31, 2015, in conjunction with the acquisition of Viasystems, we entered into a $950.0 million Term Loan Credit Agreement (Term Loan). Additionally, we entered into a $150.0 million U.S. Asset-Based Lending Credit Agreement (U.S. ABL) and a $150.0 million Asia Asset-Based Lending Credit agreement (Asia ABL). We drew $80.0 million of the U.S. ABL at the closing of the acquisition of Viasystems.

The Term Loan Credit agreement was issued at a discount at 96.5% and bears interest at a floating rate of LIBOR, with a 1.0% LIBOR floor, plus an applicable interest margin of 5.0%. At June 27, 2016, the weighted average interest rate on the outstanding borrowings under the Term Loan was 6.0%. There is no provision, other than an event of default, for the interest margin to increase. The Term Loan will mature on May 31, 2021. The Term Loan is secured by a significant amount of our assets and our domestic subsidiaries and a pledge of 65% of the voting stock of our first tier foreign subsidiaries and is structurally senior to our convertible senior notes. See Convertible Senior Notes due 2020 below.

The U.S. ABL consists of three tranches comprised of a revolving credit facility of up to $150.0 million, a letter of credit facility of up to $75.0 million, and swingline loans of up to $30.0 million, provided that at no time may amounts outstanding under the tranches exceed in aggregate $150.0 million or the applicable borrowing base, which is a percentage of the principal amount of Eligible Accounts, as defined in the U.S. ABL agreement. Borrowings under the U.S. ABL bear interest at a floating rate of LIBOR plus a margin of 175 basis points. At June 27, 2016, the weighted average interest rate on the outstanding borrowings under the U.S. ABL was 2.21%. The applicable margin can vary based on the remaining availability of the facility, from 150 to 200 basis points for LIBOR-based loans. The U.S. ABL will mature on May 31, 2020. Loans made under the U.S. ABL are secured first by all of our domestic cash, receivables and inventories as well as by a second position against a significant amount of our assets and our domestic subsidiaries and a pledge of 65% of the voting stock of our first tier foreign subsidiaries and are structurally senior to our convertible senior notes. See Convertible Senior Notes due 2020 below. At June 27, 2016, $80.0 million of the U.S. ABL was outstanding and classified as short term debt.

We and our domestic subsidiaries have fully and unconditionally guaranteed the full and timely payment of all Term Loan and U.S. ABL related obligations.

The Asia ABL consists of two tranches comprised of a revolving credit facility of up to $150.0 million and a letter of credit facility of up to $100.0 million provided that at no time may amounts outstanding under both tranches exceed in aggregate $150.0 million or the applicable borrowing base, which is a percentage of the principal amount of Eligible Accounts, as defined in the Asia ABL agreement. Borrowings under the Asia ABL bear interest at a floating rate of LIBOR plus 175 basis points. There is no provision, other than an event of default, for the interest margin to increase. The Asia ABL will mature on May 22, 2020. Loans made under the Asia ABL are secured by a portion of cash and receivables of certain of our subsidiaries in Asia and are structurally senior to our domestic obligations, including our convertible senior notes. See Convertible Senior Notes due 2020 below. Additionally, certain of our subsidiaries in Asia have fully and unconditionally guaranteed the full and timely payment of all Asia ABL related obligations. At June 27, 2016, none of the Asia ABL was outstanding.

We are required to make scheduled payments of the outstanding Term Loan balance on a quarterly basis. Based on certain parameters defined in the Term Loan agreement, we may be required to make an additional principal payment on an annual basis. Any additional annual payments reduce future required quarterly scheduled payments. During the quarter and two quarters ended June 27, 2016, we made debt principal payments totaling $30.0 million and $106.5 million, respectively, representing normally scheduled principal payments as well as additional prepayments of principal. From time to time, we may make additional principal payments in the normal course of business as cash flow allows. Any other outstanding balances under the Term Loan are due at the maturity date of May 31, 2021. Borrowings under the Term Loan are subject to various financial and operating covenants including maintaining a maximum total leverage ratio. Under the occurrence of certain events, the U.S. ABL and the Asia ABL are subject to various financial and operational covenants, including maintaining minimum fixed charge coverage ratios. At June 27, 2016, we were in compliance with the covenants under the Term Loan, the U.S. ABL and the Asia ABL.

We are also required to pay a commitment fee of 0.25% to 0.375% per annum on any unused portion of the U.S. ABL or Asia ABL based on utilization levels. Additionally, we also paid commitment fees of 0.5% per annum on the unused portion of the $90.0 million senior secured revolving loan associated with the terminated 2012 credit agreement for the quarter and two quarters ended June 29, 2015. We incurred total commitment fees related to unused borrowing availability of $0.1 million and $0.3 million for the quarter and two quarters ended June 27, 2016, respectively. As of June 27, 2016, the outstanding amount of the Term Loan was $841.1 million, all of which is included as long-term debt. Additionally, $80.0 million of the U.S. ABL and none of the Asia ABL was outstanding as of June 27, 2016. Available borrowing capacity under the U.S. ABL and Asia ABL was $63.0 million and $137.8 million, respectively, which includes $7.0 million and $12.2 million of outstanding letters of credit mentioned below, respectively, at June 27, 2016.

Letters of Credit

We have up to $75.0 million and $100.0 million Letters of Credit Facilities available under the U.S. ABL and the Asia ABL, respectively. As of June 27, 2016, letters of credit in the amount of $7.0 million were outstanding under the U.S. ABL and $12.2 million were outstanding under the Asia ABL with various expiration dates through July 2017.

Chinese Revolver

We are party to a revolving loan credit facility with a lender in China. Under this arrangement, the lender has made available to us approximately $34.8 million in unsecured borrowing with all terms of the borrowing to be negotiated at the time the Chinese Revolver is drawn upon. There are no commitment fees on the unused portion of the Chinese Revolver, and this arrangement expires in December 2016. As of June 27, 2016, the Chinese Revolver had not been drawn upon.

Convertible Senior Notes due 2020

On December 2013, we issued 1.75% convertible senior notes due December 15, 2020, in a public offering for an aggregate principal amount of $250.0 million. The convertible senior notes bear interest at a rate of 1.75% per annum. Interest is payable semiannually in arrears on June 15 and December 15 of each year. The convertible senior notes are senior unsecured obligations and rank equally to our future unsecured senior indebtedness and senior in right of payment to any of our future subordinated indebtedness. Offering expenses are being amortized to interest expense over the term of the convertible senior notes.

In connection with the issuance of the convertible senior notes due 2020, we entered into a convertible note hedge and warrant transaction (the Call Spread Transaction), with respect to our common stock. The convertible note hedge consists of our option to purchase up to 25.9 million common stock shares at a price of $9.64 per share. The hedge expires on December 15, 2020 and can only be executed upon the conversion of the above mentioned convertible senior notes due 2020. Additionally, we sold warrants to purchase 25.9 million shares of our common stock at a price of $14.26 per share. The warrants expire ratably from March 2021 through January 2022. The Call Spread Transaction has no effect on the terms of the convertible senior notes due 2020 and reduces potential dilution by effectively increasing the conversion price of the convertible senior notes due 2020 to $14.26 per share of our common stock.

Based on our current level of operations, we believe that cash generated from operations, cash on hand and cash from the issuance of term and revolving debt will be adequate to meet our currently anticipated capital expenditure, debt service, and working capital needs for the next 12 months.

Contractual Obligations and Commitments

The following table provides information on our contractual obligations as of June 27, 2016:

Contractual Obligations (1)	Total	Less Than 1 Year	1 - 3 Years	4 - 5 Years	After 5 Years
			(In thousands)		
Long-term debt obligations	$ 923,185	$ 80,358	$ 22,546	$ 820,281	$ —
Convertible debt obligations	250,000	—	—	250,000	—
Interest on debt obligations	277,378	57,466	111,130	108,782	—
Equipment payables	17,258	17,258	—	—	—
Purchase obligations	67,798	63,891	3,907	—	—
Operating lease commitments	28,442	9,472	9,083	4,252	5,635
Total contractual obligations	$1,564,061	$228,445	$146,666	$1,183,315	$5,635

(1) Unrecognized uncertain tax benefits of $35.0 million are not included in the table above as the settlement timing is uncertain.

Off Balance Sheet Arrangements

We do not currently have, nor have we ever had, any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. In addition, we do not engage in trading activities involving non-exchange traded contracts. As a result, we are not materially exposed to any financing, liquidity, market, or credit risk that could arise if we had engaged in these relationships.

Seasonality

As manufacturers of electronic components, orders for our products generally correspond to the production schedules of our customers. We historically experience higher net sales in the third and fourth quarters due to end customer demand in the fourth quarter for consumer electronics products. Seasonal fluctuations also include the Chinese New Year holidays in the first quarter, which typically results in lower net sales. We attribute this decline to shutdowns of our customers' manufacturing facilities surrounding the Chinese New Year public holidays, which normally occur in January or February of each year.

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

In the normal course of business we are exposed to risks associated with fluctuations in interest rates and fluctuations in foreign currency exchange rates associated with transactions that are denominated in currencies other than our functional currencies, as well as the effects of translating amounts denominated in a foreign currency to the U.S. Dollar as a normal part of the reporting process. Certain of our Asia operations utilize the Renminbi (RMB) and the Hong Kong Dollar (HKD) as their functional currencies, which results in us recording a translation adjustment that is included as a component of accumulated other comprehensive income. Our foreign exchange exposure results primarily from employee-related and other costs of running operations in foreign countries, foreign currency denominated purchases and translation of balance sheet accounts denominated in foreign currencies. Our primary foreign exchange exposure is to the RMB. We do not engage in hedging to manage foreign currency risk related to revenue and expenses denominated in RMB and HKD nor do we currently use derivative instruments to reduce exposure to foreign currency risk for a majority of our loans due from our foreign subsidiaries. However, we may consider the use of derivatives in the future. In general, our Chinese customers pay us in RMB, which partially mitigates this foreign currency exchange risk.

Additionally, we do not enter into derivative financial instruments for trading or speculative purposes, nor have we experienced any losses to date on any derivative financial instruments due to counterparty credit risk.

See *Liquidity and Capital Resources and Credit Agreement, Term and Revolving Loans, Chinese Revolver and Convertible Senior Notes due 2020* appearing in Item 2 of this Form 10-Q for further discussion of our financing facilities and capital structure. As of June 27, 2016, approximately 21.5% of our total debt was based on fixed rates. Based on our borrowings as of June 27, 2016, after consideration of the 1% LIBOR floor currently reflected in our interest rates, an assumed 100 basis point change in variable rates would cause our annual interest cost to change by $6.1 million.

Debt Instruments

The table below presents information about certain of our debt instruments as of June 27, 2016 and December 28, 2015.

	As of June 27, 2016								
	Remaining 2016	2017	2018	2019	2020	Thereafter	Total	Fair Market Value	Weighted Average Interest Rate
	(In thousands)								
US$ Variable Rate	$ 80,000	$—	$ —	$45,518	$ 47,500	$748,125	$ 921,143	$ 910,629	5.67%
US$ Fixed Rate	358	377	401	427	$250,479	—	252,042	237,817	1.79%
Total	$ 80,358	$377	$ 401	$45,945	$297,979	$748,125	$1,173,185	$1,148,446	

	As of December 28, 2015								
	2016	2017	2018	2019	2020	Thereafter	Total	Fair Market Value	Weighted Average Interest Rate
	(In thousands)								
US$ Variable Rate	$157,375	$—	$27,125	$47,500	$ 47,500	$748,125	$1,027,625	$ 935,000	5.70%
US$ Fixed Rate	—	—	—	—	250,000	—	250,000	230,950	1.75%
Total	$157,375	$—	$27,125	$47,500	$297,500	$748,125	$1,277,625	$1,165,950	

See Item 7A, *Quantitative and Qualitative Disclosures About Market Risk*, in our Annual Report on Form 10-K for the year ended December 28, 2015 for further discussion of market risks associated with interest rates.

Item 4. ***Controls and Procedures***

Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), has evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act of 1934, as amended (the Exchange Act)) as of the end of the period covered by this report. Based on this evaluation, our CEO and CFO have concluded that, as of June 27, 2016, such disclosure controls and procedures were effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosures.

In designing and evaluating our disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their desired control objectives, and our management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Control Over Financial Reporting

As a result of our acquisition of Viasystems on May 31, 2015, we have adopted certain existing controls of Viasystems; however, there have been no other material changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended June 27, 2016 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***

From time to time, we may become a party to various legal proceedings arising in the ordinary course of our business. There can be no assurance that we will prevail in any such litigation. We believe that the amount of any reasonably possible or probable loss for known matters would not be material to our financial statements; however, the outcome of these actions is inherently difficult to predict. In the event of an adverse outcome, the ultimate potential loss could have a material adverse effect on our financial condition, results of operations, or cash flows in a particular period.

Item 1A. *Risk Factors*

An investment in our common stock involves a high degree of risk. You should carefully consider the factors described below, in addition to those discussed elsewhere in this report, in analyzing an investment in our common stock. If any of the events described below occurs, our business, financial condition, and results of operations would likely suffer, the trading price of our common stock could fall, and you could lose all or part of the money you paid for our common stock. The risk factors described below are not the only ones we face. Risks and uncertainties not known to us currently, or that may appear immaterial, also may have a material adverse effect on our business, financial condition, and results of operations.

In addition, the following risk factors and uncertainties could cause our actual results to differ materially from those projected in our forward-looking statements, whether made in this report or the other documents we file with the SEC, or our annual or quarterly reports to stockholders, future press releases, or orally, whether in presentations, responses to questions, or otherwise.

Risks Related to our Business

We have substantial outstanding indebtedness, and our outstanding indebtedness could adversely impact our liquidity and flexibility in obtaining additional financing, our ability to fulfill our debt obligations and our financial condition and results of operations.

We have substantial debt and, as a result, we have significant debt service obligations. On May 31, 2015, we entered into a $950.0 million Term Loan, a $150.0 million U.S. ABL, and a $150.0 million Asia ABL. We drew $80.0 million of the U.S. ABL at the closing of the acquisition of Viasystems. In addition, we and a number of our direct and indirect subsidiaries have various credit, letters of credit and guarantee facilities. The agreements governing these facilities have certain provisions that require us to repay borrowings in scheduled quarterly installments, which began on October 1, 2015. We may also be required to make an additional principal payment on an annual basis, based on certain parameters defined these agreements. During the quarter and two quarters ended June 27, 2016, we made debt principal payments totaling $30.0 million and $106.5 million, respectively, representing normal scheduled principal payments as well as additional prepayments of principal. Such debt agreements also contain certain financial covenants which require us to maintain a specified consolidated leverage ratio and under the occurrence of certain events, a consolidated fixed charge coverage ratio.

Our indebtedness could have important consequences to us and our shareholders because in certain circumstances we may need to comply with the covenants in the agreements governing such indebtedness and dedicate funds to service our outstanding debt. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our indebtedness, which could in turn result in an event of default on such indebtedness;
- require us to use a substantial portion of our cash flow from operations for debt service payments, thereby reducing the availability of cash for working capital, capital expenditures, acquisitions and other general corporate purposes;
- impair our ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions and other investments or general corporate purposes, which may limit our ability to execute our business strategy;
- diminish our ability to withstand a downturn in our business, the industry in which we operate or the economy generally and restrict us from exploiting business opportunities or making acquisitions;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate or the general economy;
- increase our vulnerability to general adverse economic and industry conditions, including movements in interest rates, which could result in increased borrowing costs;
- limit management’s discretion in operating our business; and
- place us at a competitive disadvantage as compared to our competitors that have less debt as it could limit our ability to capitalize on future business opportunities and to react to competitive pressures or adverse changes.

We may be able to incur substantial additional debt in the future, some or all of which may be secured by a lien on our assets. If new debt or other liabilities or obligations are added to our current debt levels, the related risks that we and our subsidiaries now face could intensify.

Servicing our debt requires a significant amount of cash and we may not be able to generate sufficient cash to service all of our debt and may be forced to take other actions to satisfy our obligations under our debt, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations and to fund planned capital expenditures and expansion efforts depends on our ability to generate cash in the future and our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain regulatory, competitive, financial, business and other factors beyond our control. We cannot assure you that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our debt.

If we are unable to meet our debt service obligations, we may be forced to reduce or delay investments or to sell assets, seek additional capital (which could include obtaining additional equity capital on terms that may be onerous or highly dilutive) or restructure or refinance our debt. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. Our operating results and available cash may in the future be insufficient to meet our debt service obligations. We could face substantial liquidity challenges and might be required to dispose of material assets or operations to meet our debt service and other obligations. We may not be able to consummate those dispositions or, if consummated, the proceeds of such dispositions may not be adequate to meet any debt service obligations then due.

We have pursued and intend to continue to pursue acquisitions of other businesses and may encounter risks associated with these activities, which could harm our business and operating results.

As part of our business strategy, we expect that we will continue to grow by pursuing acquisitions of businesses, technologies, assets, or product lines that complement or expand our business. Risks related to an acquisition may include:

- the potential inability to successfully integrate acquired operations and businesses or to realize anticipated synergies, economies of scale, or other expected value;
- diversion of management's attention from normal daily operations of our existing business to focus on integration of the newly acquired business;
- unforeseen expenses associated with the integration of the newly acquired business;
- difficulties in managing production and coordinating operations at new sites;
- the potential loss of key employees of acquired operations;
- the potential inability to retain existing customers of acquired companies when we desire to do so;
- insufficient revenues to offset increased expenses associated with acquisitions;
- the potential decrease in overall gross margins associated with acquiring a business with a different product mix;
- the inability to identify certain unrecorded liabilities;
- the potential need to restructure, modify, or terminate customer relationships of the acquired company;
- an increased concentration of business from existing or new customers; and
- the potential inability to identify assets best suited to our business plan.

Acquisitions may cause us to:

- enter lines of business and/or markets in which we have limited or no prior experience;
- issue debt and be required to abide by stringent loan covenants;
- assume liabilities; record goodwill and indefinite-lived intangible assets that will be subject to impairment testing and potential periodic impairment charges;
- become subject to litigation and environmental issues, which include product material content certifications related to conflict minerals;
- incur unanticipated costs;
- incur large and immediate write-offs; and
- incur substantial transaction-related costs, whether or not a proposed acquisition is consummated.

Acquisitions of high technology companies are inherently risky, and no assurance can be given that our recent or future acquisitions will be successful. Failure to manage and successfully integrate acquisitions we make could have a material adverse effect on our business, financial condition, and results of operations. Even when an acquired company has already developed and marketed products, product enhancements may not be made in a timely fashion. In addition, unforeseen issues might arise with respect to such products after any such acquisition.

Uncertainty and adverse changes in the economy and financial markets could have an adverse impact on our business and operating results.

Uncertainty or adverse changes in the economy could lead to a significant decline in demand for the end products manufactured by our customers, which, in turn, could result in a decline in the demand for our products and pressure to reduce our prices. As a result of the recent global economic downturn, many businesses appear to be experiencing weaker demand for their products and services and, as a result, are taking a more conservative stance in ordering component inventory. Any decrease in demand for our products could have an adverse impact on our financial condition, operating results and cash flows. Uncertainty and adverse changes in the economy could also increase the cost and decrease the availability of potential sources of financing and increase our exposure to losses from bad debts, either of which could have a material adverse effect on our financial condition, operating results and cash flows.

We are subject to risks of currency fluctuations.

A portion of our cash and other current assets is held in currencies other than the U.S. dollar. As of June 27, 2016, we had an aggregate of approximately $438.2 million in current assets denominated in Chinese Renminbi (RMB) and the Hong Kong Dollar (HKD). Changes in exchange rates among other currencies and the U.S. dollar will affect the value of these assets as translated to U.S. dollars on our balance sheet. To the extent that we ultimately decide to repatriate some portion of these funds to the United States, the actual value transferred could be impacted by movements in exchange rates. Any such type of movement could negatively impact the amount of cash available to fund operations or to repay debt. To the extent that we may have outstanding indebtedness denominated in the U.S. dollar or in the HKD, the depreciation of the RMB against the U.S. dollar or the HKD may have a material adverse effect on our business, financial condition, and results of operations (including the cost of servicing, and the value on our balance sheet of, the U.S. dollar and HKD-denominated indebtedness). Additionally, we have revenues and costs denominated in currencies other than the U.S. dollar (primarily the RMB). Fluctuations in the exchange rates between the U.S. dollar and the RMB could result in increases or decreases in our costs or revenues which could negatively impact our business, financial condition, and results of operations. Significant inflation or disproportionate changes in foreign exchange rates could occur as a result of general economic conditions, acts of war or terrorism, changes in governmental monetary or tax policy, or changes in local interest rates. The impact of future exchange rate fluctuations between the U.S. dollar and the RMB and the U.S. dollar and the HKD cannot be predicted. Further, China's government imposes controls over the convertibility of RMB into foreign currencies, which subjects us to further currency exchange risk.

Products we manufacture may contain design or manufacturing defects, which could result in reduced demand for our services and liability claims against us.

We manufacture products to our customers' specifications, which are highly complex and may contain design or manufacturing errors or failures, despite our quality control and quality assurance efforts. Defects in the products we manufacture, whether caused by a design, manufacturing, or materials failure or error, may result in delayed shipments, customer dissatisfaction, a reduction or cancellation of purchase orders, or liability claims against us. If these defects occur either in large quantities or too frequently, our business reputation may be impaired. Since our products are used in products that are integral to our customers' businesses, errors, defects, or other performance problems could result in financial or other damages to our customers beyond the cost of the PCB, for which we may be liable. Although our invoices and sales arrangements generally contain provisions designed to limit our exposure to product liability and related claims, existing or future laws or unfavorable judicial decisions could negate these limitation of liability provisions. In addition, we manufacture products for a range of automotive customers. If any of our products are or are alleged to be defective, we may be required to participate in a recall of such products. As suppliers become more integral to the vehicle design process and assume more of the vehicle assembly functions, vehicle manufacturers are increasingly looking to their suppliers for contributions when faced with product liability claims or recalls. In addition, vehicle manufacturers, which have traditionally borne the costs associated with warranty programs offered on their vehicles, are increasingly requiring suppliers to guarantee or warrant their products and may seek to hold us responsible for some or all of the costs related to the repair and replacement of parts supplied by us to the vehicle manufacturer.

We are heavily dependent upon the worldwide electronics industry, which is characterized by economic cycles and fluctuations in product demand. A downturn in the electronics industry or prolonged global economic crisis could result in decreased demand for our manufacturing services and materially adversely affect our business, financial condition, and results of operations.

A majority of our revenue is generated from the electronics industry, which is characterized by intense competition, relatively short product life cycles, and significant fluctuations in product demand. The industry is subject to economic cycles and recessionary periods. Due to the uncertainty in the end markets served by most of our customers, we have a low level of visibility with respect to future financial results. Consequently, our past operating results, earnings, and cash flows may not be indicative of our future operating results, earnings, and cash flows.

We depend upon a relatively small number of OEM customers for a large portion of our sales, and a decline in sales to major customers would materially adversely affect our business, financial condition, and results of operations.

A small number of customers are responsible for a significant portion of our sales. Our five largest OEM customers accounted for approximately 29% and 40% of our net sales for the quarters ended June 27, 2016 and June 29, 2015, respectively, and one customer represented 10% of our sales for the quarter ended June 27, 2016. Sales attributed to OEMs include both direct sales as well as sales that the OEMs place through EMS providers. Our customer concentration could fluctuate, depending on future customer requirements, which will depend in large part on market conditions in the electronics industry segments in which our customers participate. The loss of one or more significant customers or a decline in sales to our significant customers would materially adversely affect our business, financial condition, and results of operations. In addition, we generate significant accounts receivable in connection with providing manufacturing services to our customers. If one or more of our significant customers were to become insolvent or were otherwise unable to pay for the manufacturing services provided by us, our business, financial condition, and results of operations would be materially adversely affected.

In addition, during industry downturns, we may need to reduce prices to limit the level of order losses, and we may be unable to collect payments from our customers. There can be no assurance that key customers would not cancel orders, that they would continue to place orders with us in the future at the same levels as experienced by us in prior periods, that they would be able to meet their payment obligations, or that the end-products that use our products would be successful. This concentration of customer base may materially adversely affect our business, financial condition, and results of operations due to the loss or cancellation of business from any of these key customers, significant changes in scheduled deliveries to any of these customers, or decreases in the prices of the products sold to any of these customers.

If we are unable to maintain satisfactory capacity utilization rates, our business, financial condition, and results of operations would be materially adversely affected.

Given the high fixed costs of our operations, decreases in capacity utilization rates can have a significant effect on our business. Accordingly, our ability to maintain or enhance gross margins will continue to depend, in part, on maintaining satisfactory capacity utilization rates. In turn, our ability to maintain satisfactory capacity utilization will depend on the demand for our products, the volume of orders we receive, and our ability to offer products that meet our customers' requirements at competitive prices. If current or future production capacity fails to match current or future customer demands, our facilities would be underutilized, our sales may not fully cover our fixed overhead expenses, and we would be less likely to achieve expected gross margins. If forecasts and assumptions used to support the realizability of our long-lived assets change in the future, significant impairment charges could result that would materially adversely affect our business, financial condition, and results of operations.

In addition, we generally schedule our quick turnaround production facilities at less than full capacity to retain our ability to respond to unexpected additional quick-turn orders. However, if these orders are not received, we may forego some production and could experience continued excess capacity. If we conclude we have significant, long-term excess capacity, we may decide to permanently close one or more of our facilities and lay off some of our employees. Closures or lay-offs could result in our recording restructuring charges such as severance, other exit costs, and asset impairments, as well as potentially causing disruptions in our ability to supply customers.

We rely on the cellular phone and mobile technology industry for a significant portion of sales. The economic volatility in this industry has had, and may continue to have, a material adverse effect on our ability to forecast demand and production and to meet desired sales levels.

A large percentage of our business is conducted with customers who are in the cellular phone and mobile technology industry. This industry is characterized by intense competition, short product life cycles, seasonality, particularly around the year-end holiday season, and significant fluctuations in consumer demand. This industry is heavily dependent on consumers and therefore can be affected by their demand patterns. If the volatility in this industry continues, it would have a material adverse effect on our business, financial condition, and results of operations.

Our results of operations are often subject to demand fluctuations and seasonality. With a high level of fixed operating costs, even small revenue shortfalls would decrease our gross margins.

Our results of operations fluctuate for a variety of reasons, including:

- timing of orders from and shipments to major customers;
- the levels at which we utilize our manufacturing capacity;
- price competition;
- changes in our mix of revenues generated from quick-turn versus standard delivery time services;
- expenditures, charges or write-offs, including those related to acquisitions, facility restructurings, or asset impairments; and
- expenses relating to expanding existing manufacturing facilities.

A significant portion of our operating expenses is relatively fixed in nature, and planned expenditures are based in part on anticipated orders. Accordingly, unexpected revenue shortfalls may decrease our gross margins. In addition, we have experienced sales fluctuations due to seasonal patterns in the capital budgeting and purchasing cycles, as well as inventory management practices of our customers and the end markets we serve. In particular, the seasonality of the cellular phone and tablet industries and quick-turn ordering patterns affect the overall PCB industry. These seasonal trends have caused fluctuations in our operating results in the past and may continue to do so in the future. Results of operations in any period should not be considered indicative of the results that may be expected for any future period. In addition, our future quarterly operating results may fluctuate and may not meet the expectations of securities analysts or investors.

We rely on the telecommunication industry for a significant portion of sales. The economic volatility in this industry has had, and may continue to have, a material adverse effect on our ability to forecast demand and production and to meet desired sales levels.

A large percentage of our business is conducted with customers who are in the telecommunication industry. This industry is characterized by intense competition, relatively short product life cycles, and significant fluctuations in product demand. This industry is heavily dependent on the end markets it serves and therefore can be affected by the demand patterns of those markets. If the volatility in this industry continues, it would have a material adverse effect on our business, financial condition, and results of operations.

Our results can be adversely affected by rising labor costs.

There is uncertainty with respect to rising labor costs, particularly within China, where we have most of our manufacturing facilities. In recent periods there have been regular and significant increases in the minimum wage payable in various provinces of China. In addition, we have experienced very high employee turnover in our manufacturing facilities in China, generally after the Chinese New Year, and we are experiencing ongoing difficulty in recruiting employees for these facilities. Furthermore, labor disputes and strikes based partly on wages have in the past slowed or stopped production by certain manufacturers in China. In some cases, employers have responded by significantly increasing the wages of workers at such plants. Any increase in labor costs due to minimum wage laws or customer requirements about scheduling and overtime that we are unable to recover in our pricing to our customers could materially adversely affect our business, financial condition, and results of operations. In addition, the high turnover rate and our difficulty in recruiting and retaining qualified employees and the other labor trends we are noting in China could result in a potential for defects in our products, production disruptions or delays, or the inability to ramp production to meet increased customer orders, resulting in order cancellation or imposition of customer penalties if we are unable to deliver products in a timely manner.

To respond to competitive pressures and customer requirements, we may further expand internationally in lower-cost locations. If we pursue such expansions, we may be required to make additional capital expenditures. In addition, the cost structure in certain countries that are now considered to be favorable may increase as economies develop or as such countries join multinational economic communities or organizations, causing local wages to rise. As a result, we may need to continue to seek new locations with lower costs and the employee and infrastructure base to support PCB manufacturing. We cannot assure investors that we will realize the anticipated strategic benefits of our international operations or that our international operations will contribute positively to our operating results.

In our North America operations, rising health care costs pose a significant labor-related risk. We work with our insurance brokers and carriers to control the cost of health care for our employees. However, there can be no assurance that our efforts will succeed, especially given recent and pending changes in government oversight of health care.

Unanticipated changes in our tax rates or in our assessment of the realizability of our deferred income tax assets or exposure to additional income tax liabilities could affect our business, financial condition, and results of operations.

We are subject to income taxes in the United States and various foreign jurisdictions. Significant judgment is required in determining our provision for income taxes and, in the ordinary course of business, there are many transactions and calculations in which the ultimate tax determination is uncertain. Our effective tax rates could be materially adversely affected by changes in the mix of earnings in countries and states with differing statutory tax rates, changes in the valuation of deferred income tax assets and liabilities, changes in tax laws, as well as other factors. Our tax determinations are regularly subject to audit by tax authorities, and developments in those audits could adversely affect our income tax provision. Although we believe that our tax estimates are reasonable, the final determination of tax audits or tax disputes may be different from what is reflected in our historical income tax provisions, which could materially adversely affect our business, financial condition, and results of operations.

If our net earnings do not remain at or above recent levels, or we are not able to predict with a reasonable degree of probability that they will continue, we may have to record a valuation allowance against our net deferred income tax assets.

Certain of our foreign subsidiaries have deferred income tax assets. Based on our forecast for future taxable earnings for these foreign subsidiaries, we believe we will utilize the deferred income tax assets in future periods. However, if our estimates of future earnings decline, we may have to increase our valuation allowance against our net deferred income tax assets, resulting in a higher income tax provision, which would reduce our cash flows.

Issues arising during the upgrade of our enterprise resource planning system could affect our operating results and ability to manage our business effectively.

We are in the process of upgrading our enterprise resource planning, or ERP, management system to enhance operating efficiencies and provide more effective management of our business operations. We are investing significant financial and personnel resources into this project. However, there is no assurance that the system upgrade will meet our current or future business needs or that it will operate as designed. The transition to the new ERP system will affect numerous systems necessary for our operation. If we fail to correctly implement one or more components of the ERP system, we could experience significant disruption to our operations. Such disruptions could include, among other things, temporary loss of data, inability to process certain orders, failure of systems to communicate with each other and the inability to track or reconcile key data. We are heavily dependent on automated management systems, and any significant failure or delay in the system upgrade could cause a substantial interruption to our business and additional expense, which could result in an adverse impact on our operating results, cash flows or financial condition.

As a result of the acquisition of Viasystems, our goodwill, indefinite-lived intangible assets, and other intangible assets on our consolidated condensed balance sheet have increased. If our goodwill, indefinite-lived intangible assets, or other intangible assets become impaired in the future, we would be required to record a material, non-cash charge to earnings, which would also reduce our stockholders' equity.

As of June 27, 2016, our consolidated condensed balance sheet reflected $511.6 million of goodwill and definite-lived intangible assets. We periodically evaluate whether events and circumstances have occurred, such that the potential for reduced expectations for future cash flows coupled with further decline in the market price of our stock and market capitalization may indicate that the remaining balance of goodwill and definite-lived intangible assets may not be recoverable. If factors indicate that assets are impaired, we would be required to reduce the carrying value of our goodwill and definite-lived intangible assets, which could harm our results during the periods in which such a reduction is recognized.

We will perform our fiscal year 2016 annual impairment test during our fourth fiscal quarter. Given the recent volatility of our market capitalization, it is reasonably possible that we could record an impairment charge by fiscal year end when we conduct our annual impairment test.

Employee strikes and other labor-related disruptions may materially adversely affect our business, financial condition, and results of operations.

Our business is labor intensive, utilizing large numbers of engineering and manufacturing personnel. Strikes or labor disputes with our unionized employees, primarily in China, may adversely affect our ability to conduct our business. If we are unable to reach agreement with any of our unionized work groups on future negotiations regarding the terms of their collective bargaining agreements, we may be subject to work interruptions or stoppages. Any of these events could be disruptive to our operations and could result in negative publicity, loss of contracts, and a decrease in revenues. We may also become subject to additional collective bargaining agreements in the future if more employees or segments of our workforce become unionized, including any of our employees in the United States. We have not experienced any labor problems resulting in a work stoppage, except for a brief work stoppage associated with the announcement of the closure of our Suzhou, China facility in September 2013.

We are exposed to the credit risk of some of our customers and to credit exposures in weakened markets.

Most of our sales are on an "open credit" basis, with standard industry payment terms. We monitor individual customer payment capability in granting such open credit arrangements, seek to limit such open credit to amounts we believe the customers can pay, and maintain reserves we believe are adequate to cover exposure for doubtful accounts. During periods of economic downturn in the electronics industry and the global economy, our exposure to credit risks from our customers increases. Although we have programs in place to monitor and mitigate the associated risks, such programs may not be effective in reducing our credit risks.

Our five largest OEM customers accounted for approximately 29% and 40% of our net sales for the quarters ended June 27, 2016 and June 29, 2015, respectively. Additionally, our OEM customers often direct a significant portion of their purchases through a relatively limited number of EMS companies. Sales to EMS companies represented approximately 38% and 36% of our net sales for the quarters ended June 27, 2016 and June 29, 2015, respectively. Our contractual relationship is often with the EMS companies, who are obligated to pay us for our products. Because we expect our OEM customers to continue to direct our sales to EMS companies, we expect to continue to be subject to this credit risk with a limited number of EMS customers. If one or more of our significant customers were to become insolvent or were otherwise unable to pay us, our business, financial condition, and results of operations would be materially adversely affected.

We rely on suppliers and equipment manufacturers for the timely delivery of raw materials, components, equipment and spare parts used in manufacturing our PCBs and E-M Solutions. If a raw material supplier or equipment manufacturers goes bankrupt, liquidates, consolidates out of existence or fails to satisfy our product quality standards, it could harm ability to purchase new manufacturing equipment, service the equipment we have, or timely produce our products, thereby affecting our customer relationships.

Consolidations and restructuring in our supplier base and equipment fabricators, related to our raw materials purchases or the manufacturing equipment we use to fabricate our products, may result in adverse materials pricing due to reduction in competition among our raw material suppliers or an elimination or shortage of equipment and spare parts from our manufacturing equipment supply base. Suppliers and equipment manufacturers may be impacted by other events outside our control including macro-economic, financial instability, environmental occurrences, or supplier interruptions due to fire, natural catastrophes or otherwise. Suppliers and equipment manufacturers may extend lead times, limit supplies, or increase prices due to capacity constraints or other factors, which could harm our ability to deliver our products on a timely basis and negatively impact our financial results. In addition, in extreme circumstances, the suppliers we purchase from could cease production due a fire, natural disaster, consolidation or liquidation of their businesses. As such, this may impact our ability to deliver our products on a timely basis and harm our customer relationships and negatively impact our financial results.

We serve customers and have manufacturing facilities outside the United States and are subject to the risks characteristic of international operations.

We have significant manufacturing operations in Asia and sales offices located in Asia and Europe, and we continue to consider additional opportunities to make foreign investments and construct new foreign facilities.

For the quarter ended June 27, 2016, we generated approximately 69% of our net sales from non-U.S. operations, and a significant portion of our manufacturing material was provided by international suppliers during this period. As a result, we are subject to risks relating to significant international operations, including but not limited to:

- managing international operations;
- imposition of governmental controls;
- unstable regulatory environments;
- compliance with employment laws;
- implementation of disclosure controls, internal controls, financial reporting systems, and governance standards to comply with U.S. accounting and securities laws and regulations;
- limitations on imports or exports of our product offerings;
- fluctuations in the value of local currencies;
- inflation or changes in political and economic conditions;
- labor unrest, rising wages, difficulties in staffing, and geographical labor shortages;
- government or political unrest;
- longer payment cycles;
- language and communication barriers, as well as time zone differences;
- cultural differences;
- increases in duties and taxation levied on our products;
- other potentially adverse tax consequences;
- imposition of restrictions on currency conversion or the transfer of funds;
- travel restrictions;
- expropriation of private enterprises; and
- the potential reversal of current favorable policies encouraging foreign investment and trade.

Our operations in China subject us to risks and uncertainties relating to the laws and regulations of China.

Under its current leadership, the government of China has been pursuing economic reform policies, including the encouragement of foreign trade and investment and greater economic decentralization. No assurance can be given, however, that the government of China will continue to pursue such policies, that such policies will be successful if pursued, or that such policies will not be significantly altered from time to time. Despite progress in developing its legal system, China does not have a comprehensive and highly developed system of laws, particularly with respect to foreign investment activities and foreign trade. Enforcement of existing and future laws and contracts is uncertain, and implementation and interpretation thereof may be inconsistent. As the Chinese legal system develops, the promulgation of new laws, changes to existing laws, and the preemption of local regulations by national laws may adversely affect foreign investors. Further, any litigation in China may be protracted and may result in substantial costs and diversion of resources and management's attention. In addition, though changes in government policies and rules are timely published or communicated, there is usually no indication of the duration of any grace period before which full implementation and compliance will be required. As a result, we may operate our business in violation of new rules and policies before full compliance can be achieved. These uncertainties could limit the legal protections available to us.

We depend on the U.S. government for a substantial portion of our business, which involves unique risks. Changes in government defense spending or regulations could have a material adverse effect on our business, financial condition, and results of operations.

A significant portion of our revenues is derived from products and services ultimately sold to the U.S. government by our OEM and EMS customers and is therefore affected by, among other things, the federal budget process. We are a supplier, primarily as a subcontractor, to the U.S. government and its agencies, as well as foreign governments and agencies. The contracts between our direct customers and the government end user are subject to political and budgetary constraints and processes, changes in short-range and long-range strategic plans, the timing of contract awards, the congressional budget authorization and appropriation processes, the government's ability to terminate contracts for convenience or for default, as well as other risks, such as contractor suspension or debarment in the event of certain violations of legal and regulatory requirements.

For the quarter ended June 27, 2016, aerospace and defense sales accounted for approximately 16% of our total net sales. The substantial majority of aerospace and defense sales are related to both U.S. and foreign military and defense programs. While we do not sell any significant volume of products directly to the U.S. government, we are a supplier to the U.S. government and its agencies, as well as foreign governments and agencies. Consequently, our sales are affected by changes in the defense budgets of the U.S. and foreign governments and may be affected by federal budget sequestration measures.

The domestic and international threat of terrorist activity, emerging nuclear states, and conventional military threats have led to an increase in demand for defense products and services and homeland security solutions in the recent past. The U.S. government, however, is facing unprecedented budgeting constraints. The termination or failure to fund one or more significant contracts by the U.S. government could have a material adverse effect on our business, financial condition, and results of operations.

Future changes to the U.S. Munitions List could reduce or eliminate restrictions that currently apply to some of the products we produce. If these regulations or others are changed in a manner that reduces restrictions on products being manufactured overseas, we would likely face an increase in the number of competitors and increased price competition from overseas manufacturers, who are restricted by the current export laws from manufacturing products for U.S. defense systems.

We are subject to the requirements of the National Industrial Security Program Operating Manual for our facility security clearance, which is a prerequisite to our ability to perform on classified contracts for the U.S. government.

A facility security clearance is required in order to be awarded and perform on classified contracts for the Department of Defense and certain other agencies of the U.S. government. As a cleared entity, we must comply with the requirements of the National Industrial Security Program Operating Manual (NISPOM), and any other applicable U.S. government industrial security regulations. Further, due to the fact that a significant portion of our voting equity is owned by a non-U.S. entity, we are required to be governed by and operate in accordance with the terms and requirements of the Special Security Agreement (the SSA). The terms of the SSA have been previously disclosed in our SEC filings.

If we were to violate the terms and requirements of the SSA, the NISPOM, or any other applicable U.S. government industrial security regulations (which may apply to us under the terms of classified contracts), we could lose our security clearance. We cannot be certain that we will be able to maintain our security clearance. If for some reason our security clearance is invalidated or terminated, we may not be able to continue to perform on classified contracts and would not be able to enter into new classified contracts, which could materially adversely affect our business, financial condition, and results of operations.

We participate in the competitive automotive industry, which has strict quality control standards.

A significant portion of our sales are to customers within the automotive industry. If there was a destabilization of the automotive industry or a market shift away from our automotive customers, it may have a materially adverse effect on our business, financial condition, and results of operations.

In addition, for safety reasons, automotive customers have strict quality standards that generally exceed the quality requirements of other customers. If such products do not meet these quality standards, our business, financial condition, and results of operations may be materially adversely affected. These automotive customers may require long periods of time to evaluate whether our manufacturing processes and facilities meet their quality standards. If we were to lose automotive customers due to quality control issues, we might not be able to regain those customers or gain new automotive customers for long periods of time, which could have a material adverse effect on our business, financial condition, and results of operations. Moreover, we may be required under our contracts with automotive industry customers to indemnify them for the cost of warranties and recalls relating to our products.

Competition in the PCB market is intense, and we could lose market share if we are unable to maintain our current competitive position in end markets using our quick-turn, high technology, and high-mix manufacturing services.

The PCB industry is intensely competitive, highly fragmented, and rapidly changing. We expect competition to continue, which could result in price reductions, reduced gross margins, and loss of market share. Our principal PCB and substrate competitors include AT & S Austria Technologie & Systemtechnik AG, Chin Poon Industrial Co., LTD., Compeq Manufacturing Co., Ltd., IBIDEN Co., Ltd., ISU Petasys Co., Ltd., Multek Corporation, Sanmina Corporation, Tripod Technology Corp., Unimicron Technology Corp., and Wus Printed Circuit Co., Ltd. Our principal E-M Solutions competitors include Amphenol Corp, Flex, Jabil Circuit, Inc. and Sanmina Corporation. In addition, we increasingly compete on an international basis, and new and emerging technologies may result in new competitors entering our markets.

Some of our competitors and potential competitors have advantages over us, including:

- greater financial and manufacturing resources that can be devoted to the development, production, and sale of their products;
- more established and broader sales and marketing channels;
- more manufacturing facilities worldwide, some of which are closer in proximity to OEMs;
- manufacturing facilities that are located in countries with lower production costs;
- lower capacity utilization, which in peak market conditions can result in shorter lead times to customers;

- ability to add additional capacity faster or more efficiently;
- preferred vendor status with existing and potential customers;
- greater name recognition; and
- larger customer bases.

In addition, these competitors may respond more quickly to new or emerging technologies or adapt more quickly to changes in customer requirements than we do. We must continually develop improved manufacturing processes to meet our customers' needs for complex products, and our manufacturing process technology is generally not subject to significant proprietary protection. During recessionary periods in the electronics industry, our strategy of providing quick-turn services, an integrated manufacturing solution, and responsive customer service may take on reduced importance to our customers. As a result, we may need to compete more on the basis of price, which would cause our gross margins to decline.

If we are unable to respond to rapid technological change and process development, we may not be able to compete effectively.

The market for our manufacturing services is characterized by rapidly changing technology and continual implementation of new production processes. The future success of our business will depend in large part upon our ability to maintain and enhance our technological capabilities, to manufacture products that meet changing customer needs, and to successfully anticipate or respond to technological changes on a cost-effective and timely basis. We expect that the investment necessary to maintain our technological position will increase as customers make demands for products and services requiring more advanced technology on a quicker turnaround basis. For example, in 2016 we expect to continue to make significant capital expenditures to expand our HDI and other advanced manufacturing capabilities. We may not be able to obtain access to additional sources of funds in order to respond to technological changes as quickly as our competitors.

In addition, the PCB industry could encounter competition from new or revised manufacturing and production technologies that render existing manufacturing and production technology less competitive or obsolete. We may not respond effectively to the technological requirements of the changing market. If we need new technologies and equipment to remain competitive, the development, acquisition, and implementation of those technologies and equipment will require us to make significant capital investments.

An increase in the cost of raw materials could have a material adverse effect on our business, financial condition, and results of operations and reduce our gross margins.

To manufacture PCBs, we use raw materials such as laminated layers of fiberglass, copper foil, chemical solutions, gold, and other commodity products, which we order from our suppliers. In the case of backplane assemblies, components include connectors, sheet metal, capacitors, resistors and diodes, many of which are custom made and controlled by our customers' approved vendors. If raw material and component prices increase, it may reduce our gross margins.

If we are unable to provide our customers with high-end technology, high-quality products, and responsive service, or if we are unable to deliver our products to our customers in a timely manner, our business, financial condition, and results of operations may be materially adversely affected.

In order to maintain our existing customer base and obtain business from new customers, we must demonstrate our ability to produce our products at the level of technology, quality, responsiveness of service, timeliness of delivery, and cost that our customers require. If our products are of substandard quality, if they are not delivered on time, if we are not responsive to our customers' demands, or if we cannot meet our customers' technological requirements, our reputation as a reliable supplier of our products would likely be damaged. If we are unable to meet anticipated product and service standards, we may be unable to obtain new contracts or keep our existing customers, and this would have a material adverse effect on our business, financial condition, and results of operations.

We are subject to risks for the use of certain metals from "conflict minerals" originating in the Democratic Republic of the Congo.

During the third quarter of 2012, the SEC adopted rules implementing the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank). These rules impose diligence and disclosure requirements regarding the use of "conflict minerals" mined from the Democratic Republic of Congo and adjoining countries as required by Dodd-Frank. While these new rules continue to be the subject of ongoing litigation and, as a result, uncertainty, we submitted a conflict minerals report on Form SD with the SEC on June 2, 2014, May 14, 2015 and May 26, 2016. Compliance with these rules is likely to result in additional costs and expenses, including costs and expenses incurred for due diligence to determine and verify the sources of any conflict minerals used in our products, in addition to the costs and expenses of remediation and other changes to products, processes, or sources of supply as a consequence of such verification efforts. These rules may also affect the sourcing and availability of minerals used in the manufacture of our PCBs, as there may be only a limited number of suppliers offering "conflict free" minerals that can be used in our products.

There can be no assurance that we will be able to obtain such minerals in sufficient quantities or at competitive prices. Also, since our supply chain is complex, we may, at a minimum, face reputational challenges with our customers, stockholders, and other stakeholders if we are unable to sufficiently verify the origins of the minerals used in our products. We may also encounter customers who require that all of the components of our products be certified as conflict free. If we are not able to meet customer requirements, such customers may choose to disqualify us as a supplier, which could impact our sales and the value of portions of our inventory.

Damage to our manufacturing facilities due to fire, natural disaster, or other events could materially adversely affect our business, financial condition, and results of operations.

The destruction or closure of any of our facilities for a significant period of time as a result of fire, explosion, blizzard, act of war or terrorism, flood, tornado, earthquake, lightning, other natural disasters, an outbreak of epidemics such as Ebola or severe acute respiratory syndrome, required maintenance, or other events could harm us financially, increasing our costs of doing business and limiting our ability to deliver our manufacturing services on a timely basis.

Our insurance coverage with respect to damages to our facilities or our customers' products caused by natural disasters is limited and is subject to deductibles and coverage limits. Such coverage may not be adequate or continue to be available at commercially reasonable rates and terms.

In the event one or more of our facilities is closed on a temporary or permanent basis as a result of a natural disaster, required maintenance or other event, or in the event that an outbreak of a serious epidemic results in quarantines, temporary closures of offices or manufacturing facilities, travel restrictions or the temporary or permanent loss of key personnel, our operations could be significantly disrupted. Such events could delay or prevent product manufacturing and shipment for the time required to transfer production or repair, rebuild or replace the affected manufacturing facilities. This time frame could be lengthy and result in significant expenses for repair and related costs. While we have disaster recovery plans in place, there can be no assurance that such plans will be sufficient to allow our operations to continue in the event of every natural or man-made disaster, pandemic, required repair or other extraordinary event. Any extended inability to continue our operations at unaffected facilities following such an event would reduce our revenue and potentially damage our reputation as a reliable supplier.

We face constant pricing pressure from our customers and competitors, which may decrease our profit margins.

Competition in the PCB market is intense, and we expect that competition will continue to increase, thereby creating a highly aggressive pricing environment. We and some of our competitors have reduced average selling prices in the past. In addition, competitors may reduce their average selling prices faster than our ability to reduce costs, which can also accelerate the rate of decline of our selling prices. When prices decline, we may also be required to write down the value of our inventory.

The effects of such pricing pressures on our business may be exacerbated by inflationary pressures that affect our costs of supply. When we are unable to extract comparable concessions from our suppliers on prices they charge us, this in turn reduces gross profit if we are unable to raise prices. Further, uncertainty or adverse changes in the economy could also lead to a significant decline in demand for our products and pressure to reduce our prices. As a result of the recent global economic downturn, many businesses have taken a more conservative stance in ordering inventory. Any decrease in demand for our products, coupled with pressure from the market and our customers to decrease our prices, would materially adversely affect our business, financial condition, and results of operations.

The pricing pressure we face on our products requires us to introduce new and more advanced technology products to maintain average selling prices or reduce any declines in average selling prices. As we shift production to more advanced, higher-density PCBs, we tend to make significant investments in plants and other capital equipment and incur higher costs of production, which may not be recovered.

The prominence of EMS companies as our customers could reduce our gross margins, potential sales, and customers.

Sales to EMS companies represented approximately 38% and 36% of our net sales for the quarters ended June 27, 2016 and June 29, 2015, respectively. Sales to EMS providers include sales directed by OEMs as well as orders placed with us at the EMS providers' discretion. EMS providers source on a global basis to a greater extent than OEMs. The growth of EMS providers increases the purchasing power of such providers and has in the past, and could in the future, result in increased price competition or the loss of existing OEM customers. In addition, some EMS providers, including some of our customers, have the ability to directly manufacture PCBs and create backplane assemblies. If a significant number of our other EMS customers were to acquire these abilities, our customer base might shrink, and our sales might decline substantially. Moreover, if any of our OEM customers outsource the production of PCBs and creation of backplane assemblies to these EMS providers, our business, financial condition, and results of operations may be materially adversely affected.

If we are unable to manage our growth effectively, our business, financial condition, and results of operations could be materially adversely affected.

We have experienced, and expect to continue to experience, growth in the scope and complexity of our operations. This growth may strain our managerial, financial, manufacturing, and other resources. In order to manage our growth, we may be required to continue to implement additional operating and financial controls and hire and train additional personnel. There can be no assurance that we will be able to do so in the future, and failure to do so could jeopardize our expansion plans and seriously harm our operations. In addition, growth in our capacity could result in reduced capacity utilization and a corresponding decrease in gross margins.

Our international sales are subject to laws and regulations relating to corrupt practices, trade, and export controls and economic sanctions. Any non-compliance could have a material adverse effect on our business, financial condition, and results of operations.

We operate on a global basis and are subject to anti-corruption, anti-bribery, and anti-kickback laws and regulations, including restrictions imposed by the Foreign Corrupt Practices Act (the FCPA). The FCPA and similar anti-corruption, anti-bribery, and anti-kickback laws in other jurisdictions generally prohibit companies and their intermediaries and agents from making improper payments to government officials or any other persons for the purpose of obtaining or retaining business. We operate and sell our products in many parts of the world that have experienced governmental corruption to some degree and, in certain circumstances, strict compliance with anti-corruption, anti-bribery, and anti-kickback laws may conflict with local customs and practices. We also, from time to time, undertake business ventures with state-owned companies or enterprises.

Our global business operations must also comply with all applicable domestic and foreign export control laws, including International Traffic In Arms Regulations (ITAR), and Export Administration Regulations (EAR). Some items we manufacture are controlled for export by the U.S. Department of Commerce’s Bureau of Industry and Security under EAR.

We train our employees concerning anti-corruption, anti-bribery, and anti-kickback laws and compliance with international regulations regarding trades and exports, and we have policies in place that prohibit employees from making improper payments. We cannot provide assurances that our internal controls and procedures will guarantee compliance by our employees or third parties with whom we work. If we are found to be liable for violations of the FCPA or similar anti-corruption, anti-bribery, or anti-kickback laws in international jurisdictions or for violations of ITAR, EAR, or other similar regulations regarding trades and exports, either due to our own acts or out of inadvertence, or due to the inadvertence of others, we could suffer criminal or civil fines or penalties or other repercussions, including reputational harm, which could have a material adverse effect on our business, financial condition, and results of operations.

Our global business operations also must be conducted in compliance with applicable economic sanctions laws and regulations, such as laws administered by the U.S. Department of the Treasury’s Office of Foreign Asset Control, the U.S. State Department, and the U.S. Department of Commerce. We must comply with all applicable economic sanctions laws and regulations of the United States and other countries. Violations of these laws or regulations could result in significant additional sanctions including criminal or civil fines or penalties, more onerous compliance requirements, more extensive debarments from export privileges, or loss of authorizations needed to conduct aspects of our international business.

In certain countries, we may engage third-party agents or intermediaries, such as customs agents, to act on our behalf, and if these third-party agents or intermediaries violate applicable laws, their actions may result in criminal or civil fines or penalties or other sanctions being assessed against us. We take certain measures designed to ensure our compliance with U.S. export and economic sanctions laws, anti-corruption laws and regulations, and export control laws. However, it is possible that some of our products were sold or will be sold to distributors or other parties, without our knowledge or consent, in violation of applicable law. There can be no assurances that we will be in compliance in the future. Any such violation could result in significant criminal or civil fines, penalties, or other sanctions and repercussions, including reputational harm, which could have a material adverse effect on our business, financial condition, and results of operations.

Our failure to comply with the requirements of environmental laws could result in litigation, fines, revocation of permits necessary to our manufacturing processes, or debarment from our participation in federal government contracts.

Our operations are regulated under a number of federal, state, local, and foreign environmental and safety laws and regulations that govern, among other things, the discharge of hazardous materials into the air and water, as well as the handling, storage, and disposal of such materials. These laws and regulations include the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Superfund Amendment and Reauthorization Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and the Federal Motor Carrier Safety Improvement Act, as well as analogous state, local, and foreign laws. Compliance with these environmental laws is a major consideration for us because our manufacturing processes use and generate materials classified as hazardous. Because we use hazardous materials and generate hazardous wastes in our manufacturing processes, we may be subject to potential financial liability for costs associated with the investigation and remediation of our own sites, or sites at which we have arranged for the disposal of hazardous wastes, if such sites become contaminated. Even if we fully comply with applicable environmental laws and are not directly at fault for the contamination, we may still be liable. The wastes we generate include spent ammoniacal and cupric etching solutions, metal stripping solutions, waste acid solutions, waste alkaline cleaners, waste oil, and waste waters that contain heavy metals such as copper, tin, lead, nickel, gold, silver, cyanide, and fluoride, and both filter cake and spent ion exchange resins from equipment used for on-site waste treatment.

Environmental law violations, including the failure to maintain required environmental permits, could subject us to fines, penalties, and other sanctions, including the revocation of our effluent discharge permits. This could require us to cease or limit production at one or more of our facilities and could have a material adverse effect on our business, financial condition, and results of operations. Even if we ultimately prevail, environmental lawsuits against us would be time consuming and costly to defend.

Environmental laws have generally become more stringent and this trend may continue over time, imposing greater compliance costs and increasing risks and penalties associated with violation. We operate in environmentally sensitive locations, and we are subject to potentially conflicting and changing regulatory agendas of political, business, and environmental groups. Changes or restrictions on discharge limits, emissions levels, material storage, handling, or disposal might require a high level of unplanned capital investment or relocation to another global location where prohibitive regulations do not exist. It is possible that environmental compliance costs and penalties from new or existing regulations may materially adversely affect our business, financial condition, and results of operations.

We are increasingly required to certify compliance with various material content restrictions in our products based on laws of various jurisdictions or territories such as the Restriction of Hazardous Substances (RoHS) and Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) directives in the European Union and China's RoHS legislation. Similar laws have been adopted in other jurisdictions and may become increasingly prevalent. In addition, we must also certify as to the non-applicability of the EU's Waste Electrical and Electronic Equipment directive for certain products that we manufacture. The REACH directive requires the identification of Substances of Very High Concern (SVHCs) periodically. We must survey our supply chain and certify to the non-presence or presence of SVHCs to our customers. As with other types of product certifications that we routinely provide, we may incur liability and pay damages if our products do not conform to our certifications.

We are also subject to a variety of environmental laws and regulations in China, which impose limitations on the discharge of pollutants into the air and water and establish standards for the treatment, storage, and disposal of solid and hazardous wastes. The manufacturing of our products generates gaseous chemical wastes, liquid wastes, waste water, and other industrial wastes from various stages of the manufacturing process. Production sites in China are subject to regulation and periodic monitoring by the relevant environmental protection authorities. Environmental claims or the failure to comply with current or future regulations could result in the assessment of damages or imposition of fines against us, suspension of production, or cessation of operations.

The process to manufacture PCBs requires adherence to city, county, state, federal, and foreign environmental regulations regarding the storage, use, handling, and disposal of chemicals, solid wastes, and other hazardous materials, as well as compliance with air quality standards and chemical use reporting. In China, governmental authorities have adopted new rules and regulations governing environmental issues. An update to Chinese environmental waste water law was issued in late 2012, allowing for an interim period in which plants subject to such law may install equipment that meets the new regulatory regime. Our plants in China are not yet in full compliance with the newly adopted environmental regulations. There can be no assurance that violations will not occur in the future.

Employee theft or fraud could result in loss.

Certain of our employees have access to, or signature authority with respect to, bank accounts or other company assets, which could expose us to fraud or theft. In addition, certain employees have access to certain precious metals used in connection with our manufacturing and key information technology (IT) infrastructure and to customer and other information that is commercially valuable. Should any employee, for any reason, steal any such precious metals (which has occurred from time to time), compromise our IT systems, or misappropriate customer or other information, we could incur losses, including losses relating to claims by our customers against us, and the willingness of customers to do business with us may be damaged. Additionally, in the case of our defense business, we could be debarred from future participation in government programs. Any such losses may not be fully covered by insurance.

Because we sell on a purchase order basis, we are subject to uncertainties and variability in demand by our customers that could decrease revenues and harm our operating results.

Although we have long-term contracts with many customers, those contracts generally do not contain volume commitments. We generally sell to customers on a purchase order basis. Our quick-turn orders are subject to particularly short lead times. Consequently, our sales are subject to short-term variability in demand by our customers. Customers submitting purchase orders may cancel, reduce, or delay their orders for a variety of reasons, subject to negotiations. The level and timing of orders placed by our customers may vary due to:

- customer attempts to manage inventory;
- changes in customers' manufacturing strategies, such as a decision by a customer to either diversify or consolidate the number of PCB manufacturers or backplane assembly service providers used or to manufacture or assemble its own products internally;
- variation in demand for our customers' products; and
- changes in new product introductions.

We have periodically experienced terminations, reductions, and delays in our customers' orders. Further terminations, reductions, or delays in our customers' orders could materially adversely affect our business, financial condition, and results of operations.

Increasingly, our customers are requesting that we enter into supply agreements with them that have restrictive terms and conditions. These agreements typically include provisions that increase our financial exposure, which could result in significant costs to us.

Increasingly, our customers are requesting that we enter into supply agreements with them. These agreements typically do not include volume commitments, but do include provisions that generally serve to increase our exposure for product liability and limited sales returns, which could result in higher costs to us as a result of such claims. In addition, these agreements typically contain provisions that seek to limit our operational and pricing flexibility and extend payment terms, which could materially adversely affect our cash flow, business, financial condition, and results of operations.

Our business has benefited from OEMs deciding to outsource their PCB manufacturing and backplane assembly needs to us. If OEMs choose to provide these services in-house or select other providers, our business could suffer.

Our future revenue growth partially depends on new outsourcing opportunities from OEMs. Current and prospective customers continuously evaluate our performance against other providers. They also evaluate the potential benefits of manufacturing their products themselves. To the extent that outsourcing opportunities are not available either due to OEM decisions to produce these products themselves or to use other providers, our financial results and future growth could be materially adversely affected.

Consolidation among our customers could materially adversely affect our business, financial condition, and results of operations.

Recently, some of our large customers have consolidated, and further consolidation of customers may occur. Depending on which organization becomes the controller of the supply chain function following the consolidation, we may not be retained as a preferred or approved supplier. In addition, product duplication could result in the termination of a product line that we currently support. While there is potential for increasing our position with the combined customer, there does exist the potential for decreased revenue if we are not retained as a continuing supplier. We also face the risk of increased pricing pressure from the combined customer because of its increased market share.

We may need additional capital in the future to fund investments in our operations, refinance our indebtedness, and to maintain and grow our business, and such capital may not be available on a timely basis, on acceptable terms, or at all.

Our business is capital-intensive, and our ability to increase revenue, profit, and cash flow depends upon continued capital spending. To the extent that the funds generated by our ongoing operations are insufficient to cover our liquidity requirements, we may need to raise additional funds through financings. If we are unable to fund our operations and make capital expenditures as currently planned or if we do not have sufficient liquidity to service the interest and principal payments on our debt, it would have a material adverse effect on our business, financial condition, and results of operations. If we do not achieve our expected operating results, we would need to reallocate our sources and uses of operating cash flows. This may include borrowing additional funds to service debt payments, which may impair our ability to make investments in our business. Looking ahead at long-term needs, we may need to raise additional funds for a number of purposes, including the following:

- to fund capital equipment purchases to increase production capacity, upgrade and expand our technological capabilities and replace aging equipment or introduce new products;
- to refinance our existing indebtedness;

- to fund our operations beyond 2016;
- to fund working capital requirements for future growth that we may experience;
- to enhance or expand the range of services we offer;
- to increase our sales and marketing activities; or
- to respond to competitive pressures or perceived opportunities, such as investment, acquisition, and international expansion activities.

Should we need to raise funds through incurring additional debt, we may become subject to covenants even more restrictive than those contained in our current debt instruments. There can be no assurance that additional capital, including any future equity or debt financing, would be available on a timely basis, on favorable terms, or at all. If such funds are not available to us when required or on acceptable terms, our business, financial condition, and results of operations could be materially adversely affected.

Our operations could be materially adversely affected by a shortage of utilities or a discontinuation of priority supply status offered for such utilities.

The manufacturing of PCBs requires significant quantities of electricity and water. Our operations in Asia have historically purchased substantially all of the electrical power for their manufacturing plants in China from local power plants. Because China's economy has recently been in a state of growth, the strain on the nation's power plants is increasing, which has led to continuing power outages in various parts of the country. There may be times when our operations in China may be unable to obtain adequate sources of electricity to meet production requirements. Various regions in China have in the past experienced shortages of both electricity and water and unexpected interruptions of power supply. From time to time, the Chinese government rations electrical power, which can lead to unscheduled production interruptions at our manufacturing facilities.

In addition, certain of the areas in which our North America operations have manufacturing facilities, particularly in California, have experienced power and resource shortages from time to time, including mandatory periods without electrical power, changes to water availability, and significant increases in utility and resource costs. California has also recently experienced drought conditions, prompting the Governor of California to proclaim a Drought State of Emergency. Due to the severe drought conditions, some local and regional water districts and the state government are implementing policies or regulations that restrict water usage and increase the cost of water.

We do not generally maintain any back-up power generation facilities or reserves of water for our operations, so if we were to lose supplies of power or water at any of our facilities, we would be required to cease operations until such supply was restored. Any resulting cessation of operations could materially adversely affect our ability to meet our customers' orders in a timely manner, thus potentially resulting in a loss of business, along with increased costs of manufacturing, and under-utilization of capacity. In addition, the sudden cessation of our power or water supply could damage our equipment, resulting in the need for costly repairs or maintenance, as well as damage to products in production, resulting in an increase in scrapped products.

For example, in the third quarter of 2014, one of our principal plants was affected by a five day unexpected power outage, which increased our manufacturing costs and caused delivery delays. There can be no assurance that our required utilities would not in the future experience material interruptions, which could have a material adverse effect on our business, financial condition, and results of operations.

Outages, computer viruses, break-ins, and similar events could disrupt our operations, and breaches of our security systems may cause us to incur significant legal and financial exposure.

We rely on information technology networks and systems, some of which are owned and operated by third parties, to process, transmit, and store electronic information. In particular, we depend on our information technology infrastructure for a variety of functions, including worldwide financial reporting, inventory management, procurement, invoicing, and email communications. Any of these systems may be susceptible to outages due to fire, floods, power loss, telecommunications failures, terrorist attacks, and similar events. Despite the implementation of network security measures, our systems and those of third parties on which we rely may also be vulnerable to computer viruses, break-ins, and similar disruptions. If we or our vendors are unable to prevent such outages and breaches, our operations could be disrupted. If unauthorized parties gain access to our information systems or such information is used in an unauthorized manner, misdirected, lost, or stolen during transmission, any theft or misuse of such information could result in, among other things, unfavorable publicity, governmental inquiry and oversight, difficulty in marketing our services, allegations by our customers that we have not performed our contractual obligations, litigation by affected parties, and possible financial obligations for damages related to the theft or misuse of such information, any of which could have a material adverse effect on our business, financial condition, and results of operations.

We may be unable to hire and retain sufficient qualified personnel, and the loss of any of our key executive officers could materially adversely affect our business, financial condition, and results of operations.

We believe that our future success will depend in large part on our ability to attract and retain highly skilled, knowledgeable, sophisticated, and qualified managerial and professional personnel. We may not be able to retain our executive officers and key personnel or attract additional qualified management in the future. We can make no assurances that future changes in executive management will not have a material adverse effect on our business, financial condition, or results of operations. Our business also depends on our continuing ability to recruit, train, and retain highly qualified employees, particularly engineering and sales and marketing personnel. The competition for these employees is intense, and the loss of these employees could harm our business. Further, our ability to successfully integrate acquired companies depends in part on our ability to retain key management and existing employees at the time of the acquisition.

In addition, key employees may depart for a variety of reasons, including because of issues relating to the difficulty of integration or accelerated retirement in connection with our acquisition of Viasystems. If key employees depart, the integration process may be more difficult and could have a material adverse effect on our business, financial condition, and results of operations. Furthermore, we may have to incur significant costs in identifying and hiring replacements for departing employees and may lose significant expertise and talent relating to our businesses, and our ability to realize the anticipated benefits of the acquisition of Viasystems may be adversely affected. In addition, there could be disruptions to or distractions for the workforce and management associated with integrating employees. Accordingly, no assurance can be given that we will be able to attract or retain key employees or that the loss of any key executive officers would not materially adversely affect our business, financial condition, and results of operations.

Our manufacturing processes depend on the collective industry experience of our employees. If a significant number of these employees were to leave us, it could limit our ability to compete effectively and could materially adversely affect our business, financial condition, and results of operations.

We have limited patent or trade secret protection for our manufacturing processes. We rely on the collective experience of our employees involved in our manufacturing processes to ensure that we continuously evaluate and adopt new technologies in our industry. Although we are not dependent on any one employee or a small number of employees, if a significant number of our employees involved in our manufacturing processes were to leave our employment, and we were not able to replace these people with new employees with comparable experience, our manufacturing processes might suffer as we might be unable to keep up with innovations in the industry. As a result, we may lose our ability to continue to compete effectively. For example, we have experienced a significant amount of employee attrition in our China operations each year, which has negatively impacted our yield, costs of production, and service times.

We may be exposed to intellectual property infringement claims by third parties that could be costly to defend, could divert management's attention and resources, and if successful, could result in liability.

We rely on a combination of copyright, patent, trademark, and trade secret laws, confidentiality procedures, contractual provisions, and other measures to protect our proprietary information. All of these measures afford only limited protection. These measures may be invalidated, circumvented, or challenged, and others may develop technologies or processes that are similar or superior to our technology. We may not have the controls and procedures in place that are needed to adequately protect proprietary information. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy our products or obtain or use information that we regard as proprietary, which could materially adversely affect our business, financial condition, and results of operations.

Furthermore, there is a risk that we may infringe on the intellectual property rights of others. As is the case with many other companies in the PCB industry, we from time to time receive communications from third parties asserting patent rights to our products and enter into discussions with such third parties. Irrespective of the validity or the successful assertion of such claims, we could incur costs in either defending or settling any intellectual property disputes alleging infringement. If any claims are brought against the customers for such infringement, whether or not these have merit, we could be required to expend significant resources in defending such claims. In the event we are subject to any infringement claims, we may be required to spend a significant amount of money to develop non-infringing alternatives or obtain licenses. We may not be successful in developing such alternatives or in obtaining such licenses on reasonable terms or at all, which could disrupt the production processes, damage our reputation, and materially adversely affect our business, financial condition, and results of operations.

Our business, financial condition, and results of operations could be materially adversely affected by climate change initiatives.

Our manufacturing processes require that we purchase significant quantities of energy from third parties, which results in the generation of greenhouse gases, either directly on-site or indirectly at electric utilities. Both domestic and international legislation to address climate change by reducing greenhouse gas emissions could create increases in energy costs and price volatility. Considerable international attention is now focused on development of an international policy framework to guide international action to address climate change. Proposed and existing legislative efforts to control or limit greenhouse gas emissions could affect our energy sources and supply choices, as well as increase the cost of energy and raw materials that are derived from sources that generate greenhouse gas emissions.

Failure to maintain good relations with the noncontrolling interest holder of a majority-owned subsidiary of TTM in China could materially adversely affect our ability to manage that operation.

A noncontrolling interest holder owns a 5% interest in a subsidiary of TTM that operates the Huiyang, China facility that became a part of our operations through the acquisition of Viasystems. The noncontrolling interest holder is affiliated with the Chinese government and has close ties to local economic development and other Chinese government agencies. The noncontrolling interest holder has certain rights to be consulted and to consent to certain operating and investment matters concerning the Huiyang facility and the board of directors of our subsidiary that operates the Huiyang facility. Failure to maintain good relations with the noncontrolling interest holder could materially adversely affect our ability to manage the operations of the plant.

Security breaches and other disruptions could compromise our information and expose us to liability, which could cause our business and reputation to suffer.

In the ordinary course of our business, we collect and store sensitive data in our data centers and on our networks, including intellectual property, our proprietary business information and that of our customers, suppliers and business partners, and personally identifiable information of our employees. The secure processing, maintenance and transmission of this information is critical to our operations. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, disrupt our operations, damage our reputation, and cause a loss of confidence in our products and services, which could have a material adverse effect on our business, financial condition, results of operations or cash flows.

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Item 6. *Exhibits*

Exhibit Number	Exhibits
10.1±	TTM Technologies, Inc. Form of Restricted Stock Unit Award Grant Notice (for U.S. taxpayers) pursuant to TTM Technologies, Inc. 2016 Incentive Compensation Plan
10.2±	TTM Technologies, Inc. Form of Performance-Based RSU Grant Notice and Award Agreement pursuant to TTM Technologies, Inc. 2016 Incentive Compensation Plan
31.1	CEO Certification Pursuant to Section 302 of the Sarbanes — Oxley Act of 2002.
31.2	CFO Certification Pursuant to Section 302 of the Sarbanes — Oxley Act of 2002.
32.1	CEO Certification Pursuant to Section 906 of the Sarbanes — Oxley Act of 2002.
32.2	CFO Certification Pursuant to Section 906 of the Sarbanes — Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Documents
101.DEF	XBRL Taxonomy Extension Definition Linkbase Documents
101.LAB	XBRL Taxonomy Extension Label Linkbase Documents
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Documents

± Management contract or Compensation Plan

SIGNATURES

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

TTM Technologies, Inc.

Dated: August 4, 2016	/s/ Thomas T. Edman **Thomas T. Edman** **President and Chief Executive Officer**
Dated: August 4, 2016	/s/ Todd B. Schull **Todd B. Schull** **Executive Vice President and Chief Financial Officer**

EXHIBIT INDEX

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± Management contract or Compensation Plan

Exhibit 10.1

US TAXPAYER FORM

TTM TECHNOLOGIES, INC.
2014 INCENTIVE COMPENSATION PLAN

20 RESTRICTED STOCK UNIT AWARD GRANT NOTICE – U.S. EXECUTIVE

TTM Technologies, Inc. (the "Company"), pursuant to the TTM Technologies, Inc. 2014 Incentive Compensation Plan, as may be amended from time to time (the "Plan"), hereby grants to Participant a right to receive the number of shares of the common stock of the Company (the "Shares") set forth below. This Restricted Stock Unit award (the "RSUs") is subject to all of the terms and conditions as set forth herein, in the Restricted Stock Unit Award Agreement (the "Award Agreement") and in the Plan, all of which are attached hereto and incorporated herein in their entirety.

Participant:	______________________
Date of Grant:	______________________
Number of Shares subject to the RSUs:	______________________

Expiration Date: Subject to termination as provided in Section 3(c) of the Award Agreement.

Vesting Schedule: One-third of the RSUs vest on each of the following vesting dates, provided that the Participant continues to remain in Continuous Service with the Company and its Related Entities on and through the applicable Vesting Date(s):

1. First Vesting Date ______________________
2. Second Vesting Date ______________________
3. Third Vesting Date ______________________

In addition, the RSUs are subject to vesting acceleration pursuant to Section 3(b) of the Award Agreement.

Delivery Schedule: Delivery schedule to be set forth in Section 4(b) of the Award Agreement.

Additional Terms/Acknowledgements: The Participant acknowledges receipt of, and understands and agrees to, this Restricted Stock Unit Award Grant Notice, the Award Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Restricted Stock Unit Award Grant Notice, the Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of Shares of the Company and supersede all prior oral and written agreements on that subject except as provided in Section 5 of any Change in Control Severance Agreement between the Company and Participant.

____

Thomas T. Edman
President and Chief Executive Officer
TTM Technologies, Inc.

ATTACHMENTS: Restricted Stock Unit Award Agreement and 2014 Incentive Compensation Plan.

US TAXPAYER FORM

TTM TECHNOLOGIES, INC.
2014 INCENTIVE COMPENSATION PLAN

20 RESTRICTED STOCK UNIT AWARD AGREEMENT
[NA EMPLOYEE]

TTM Technologies, Inc. (the "Company") wishes to grant to the person (the "Participant") named in the Notice of Grant of Restricted Stock Unit Award (the "Notice of Grant") a Restricted Stock Unit award (the "Award") pursuant to the provisions of the TTM Technologies, Inc. 2014 Incentive Compensation Plan, as may be amended from time to time (the "Plan"). The Award will entitle Participant to shares of common stock of the Company (the "Shares") if Participant meets the vesting requirements described herein. Therefore, pursuant to the terms of the attached Notice of Grant and this Restricted Stock Unit Award Agreement (the "Agreement"), the Company grants Participant the number of Restricted Stock Units ("RSUs") listed in the Notice of Grant.

The details of the Award are as follows:

1. Grant Pursuant to Plan. This Award is granted pursuant to the Plan, which is incorporated herein for all purposes. Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and conditions of this Agreement and of the Plan. All capitalized terms in this Agreement shall have the meaning assigned to them in this Agreement, or, if such term is not defined in this Agreement, such term shall have the meaning assigned to it under the Plan.

2. Restricted Stock Unit Award. The Company hereby grants to Participant the RSUs listed in the Notice of Grant as of the grant date specified in the Notice of Grant (the "Grant Date"). Such number of RSUs may be adjusted from time to time pursuant to Section 10(c) of the Plan.

3. Vesting and Forfeiture of Restricted Stock Units.

(a) Vesting. Participant shall become vested in the RSUs in accordance with the vesting schedule in the Notice of Grant, except as otherwise accelerated pursuant to Section 3(b) hereof.

(b) Acceleration of Vesting.

(i) Upon the consummation of a Change in Control during Participant's Continuous Service with the Company and its Related Entities, the unvested RSUs (to the extent such unvested RSUs are assumed or continued by the successor corporation after the close of the Change in Control by a Proper Assumption) shall continue to vest in accordance with the original vesting schedule, so that the result is that the RSUs shall, subject to the other conditions of this Agreement, fully vest according to the original vesting schedule.

(ii) Upon (A) the termination of Participant's Continuous Service due to your Voluntary Retirement (as defined below) or by reason of Participant's death or Disability, or (B) in the event of the termination by the Company of Participant's Continuous Service without Cause and Participant otherwise satisfies the conditions for Voluntary Retirement provided below, an additional number of RSUs shall immediately vest, upon the date of termination of Continuous Service, equal to the product of (x) number of unvested RSUs that would vest during the 12 month period commencing on the Grant Date (or, if later, the last anniversary of the Grant Date) multiplied by (y) a fraction equal to the number of whole months elapsed from the Grant Date (or, if later, the last anniversary of the Grant Date) until such termination of Continuous Service, divided by 12, rounded down to the nearest whole Share. For purposes of this Agreement, "Voluntary Retirement" means that Participant elects to terminate his or her Continuous Service with the Company at the age of at least sixty-two (62) and after a minimum of five (5) years of Continuous Service with the Company, provided that at the time of the Voluntary Retirement, Participant is not subject to any disciplinary action, in violation of any Company policy, or on any type of performance improvement plan.

(iii) If the Continuous Service of Participant is terminated without Cause by the Company or for Good Reason by the Recipient within twelve (12) months after the consummation of a Change in Control, then the unvested RSUs (to the extent such unvested RSUs are assumed or continued by the successor corporation after the close of Change in Control by a Proper Assumption) shall become fully vested as of the date of such termination of Continuous Service.

(iv) If the unvested RSUs are not converted by a Proper Assumption at the time of the Change in Control, then all unvested RSUs shall vest immediately prior to the Change in Control.

(v) A Proper Assumption shall be defined as an assumption or substitution of awards as such relate to (i) the Company's stock, (ii) common stock for which the Company's stock is exchanged at the exchange ratio or for cash consideration provided for the Company's stock upon the Change in Control or (iii) common stock of a successor or acquirer entity, for which there is a generally recognized U.S. public market, and the awards remain subject to such terms and conditions that are no less favorable to the employee than such terms and conditions that were applicable to the awards prior to the Change in Control.

(c) Forfeiture. Participant shall forfeit any unvested RSUs, if any, in the event that Participant's Continuous Service is terminated for any reason, including a layoff or termination with or without Cause, except (i) as otherwise provided in this Agreement or the Plan or (ii) as otherwise determined by the Committee in its sole discretion, which determination need not be uniform as to all Participants. The Committee shall have the power and authority to enforce on behalf of the Company any rights of the Company under this Agreement in the event of Participant's forfeiture of the RSUs pursuant to this Section 3(c).

4. Settlement of Restricted Stock Unit Award.

(a) Settlement of Units for Shares. The Company shall deliver to Participant one share of common stock of the Company for each vested RSU subject of this Award on the appropriate Delivery Date (as defined in Section 4(b)). The Company shall not have any obligation to settle this Award for cash.

(b) Delivery Date. Subject to Sections 4(c) and (d) below, Shares of common stock shall be delivered within thirty (30) days following the first to occur of any of the following while Participant is in Continuous Service: (i) the date on which the RSUs (or a portion thereof) vests; (ii) the termination of Participant's Continuous Service with the Company for any reason (including death or Disability); or (iii) the consummation of a Change in Control, provided such Change in Control would constitute a "change in control event" as that term is defined in Treasury Regulations or other applicable guidance issued under Section 409A of the Code.

(c) Delivery to Specified Employees. Notwithstanding the foregoing, if Participant is a "Specified Employee" (as defined below) then the delivery of Shares otherwise required to be made under this Agreement on account of the termination of Participant's Continuous Service shall be made within thirty (30) days after the sixth (6^{th}) month anniversary of the date of the termination of Participant's Continuous Service or, if earlier, the date of Participant's death if such deferral is required to comply with Section 409A of the Code. For purposes of this Agreement, a "Specified Employee" shall mean any individual who, at the time of his or her separation from Continuous Service with the Company and its Related Entities, is a "key employee", within the meaning of Section 416(i) of the Code, of the Company or any Related Entity, the stock of which is publicly traded on an established securities market or otherwise.

(d) Deferral of Delivery. Notwithstanding the foregoing, Participant may elect, in writing received by the Committee at least twelve (12) months prior to a Delivery Date, to defer that date until any later date specified in such writing (which such date is at least five years after the original Delivery Date).

5. No Rights as Shareholder until Delivery. Participant shall not have any rights, benefits or entitlements with respect to any Shares subject to this Agreement unless and until the Shares has been delivered to Participant. On or after delivery of the Shares, Participant shall have, with respect to the Shares delivered, all of the rights of an equity interest holder of the Company, including the right to vote the Shares and the right to receive all dividends, if any, as may be declared on the Shares from time to time.

6. Tax Provisions.

(a) Tax Consequences. Participant has reviewed with Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Participant understands that Participant (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

(b) Withholding Obligations. At the time the Award is granted, or at any time thereafter as requested by the Company, Participant hereby authorizes withholding from payroll and any other amounts payable to Participant, including Shares deliverable pursuant to this Award, and otherwise agrees to make adequate provision for, any sums required to satisfy the minimum federal, state, local and foreign tax withholding obligations of the Company or a Related Entity, if any, which arise in connection with the Award.

The Company, in its sole discretion, and in compliance with any applicable legal conditions or restrictions, may withhold from fully vested Shares otherwise deliverable to Participant upon the vesting of the Award a number of whole Shares having a Fair Market Value, as determined by the Company as of the date Participant recognizes income with respect to those Shares, not in excess of the amount of minimum tax required to be withheld by law (or such lower amount as may be necessary to avoid adverse financial accounting treatment). Any adverse consequences to Participant arising in connection with such Share withholding procedure shall be Participant's sole responsibility.

In addition, the Company, in its sole discretion, may establish a procedure whereby Participant is required to make an irrevocable election to direct a broker (determined by the Company) to sell sufficient Shares subject to the Award to cover the tax withholding obligations of the Company or any Related Entity and deliver such proceeds to the Company.

Unless the tax withholding obligations of the Company or any Related Entity are satisfied, the Company shall have no obligation to issue a certificate for such Shares.

(c) Compliance with Section 409A.

(i) It is the intention of both the Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If Participant or the Company believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A (with the most limited possible economic effect on Participant and on the Company).

(ii) Neither the Company nor Participant, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section

409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(iii) For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which Participant is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

7. Consideration. With respect to the value of the Shares to be delivered pursuant to the Award, such Shares are granted in consideration for the services Participant shall provide to the Company during the vesting period.

8. Transferability. The RSUs granted under this Agreement are not transferable otherwise than by will or under the applicable laws of descent and distribution. In addition, the RSUs shall not be assigned, negotiated, pledged or hypothecated in any way (whether by operation of law or otherwise), and the RSUs shall not be subject to execution, attachment or similar process.

9. General Provisions.

(a) Employment At Will. Nothing in this Agreement or in the Plan shall confer upon Participant any right to Continuous Service with the Company or any Related Entity for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Related Entity employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's Continuous Service at any time for any reason, with or without Cause.

(b) Notices. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice at the address on file with the Company or at such other address as such party may designate by ten (10) days' advance written notice under this paragraph to all other parties to this Agreement.

(c) No Limit on Other Compensation Arrangements. Nothing contained in this Agreement shall preclude the Company from adopting or continuing in effect other or additional compensation arrangements, and those arrangements may be either generally applicable or applicable only in specific cases.

(d) Severability. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or would disqualify this Agreement or the Award under any applicable law, that provision shall be construed or deemed amended to conform to applicable law (or if that provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the Award, that provision shall be stricken as to that jurisdiction and the remainder of this Agreement and the Award shall remain in full force and effect).

(e) No Trust or Fund Created. Neither this Agreement nor the grant of the Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and Participant or any other person. The RSUs subject to this Agreement represent only the Company's unfunded and unsecured promise to issue Shares to Participant in the future. To the extent that Participant or any other person acquires a right to receive Shares from the Company pursuant to this Agreement, that right shall be no greater than the right of any unsecured general creditor of the Company.

(f) Cancellation of Award. If any RSUs subject to this Agreement are forfeited, then from and after such time, Participant (and any other person from whom such RSUs are forfeited) shall no longer have any rights to such RSUs or the corresponding Shares. Such RSUs shall be deemed forfeited in accordance with the applicable provisions hereof.

(g) Participant Undertaking. Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either Participant or the Shares deliverable pursuant to the provisions of this Agreement.

(h) Amendment, Modification, and Entire Agreement. No provision of this Agreement may be modified, waived or discharged unless that waiver, modification or discharge is agreed to in writing and signed by Participant and the Committee. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. This Agreement is made pursuant to the provisions of the Plan and shall in all respects be construed in conformity with the terms of the Plan. In the event of a conflict between the Plan and this Agreement, the terms of the Plan shall govern. Participant further acknowledges that as of the Grant Date, this Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of Shares pursuant to this Award and supersede all prior oral and written agreements on that subject with the exception of awards from the Company previously granted and delivered to Participant. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

(i) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the conflict-of-laws rules thereof or of any other jurisdiction.

(j) Interpretation. Participant accepts this Award subject to all the terms and provisions of this Agreement and the terms and conditions of the Plan. Participant hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under this Agreement.

(k) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon Participant, Participant's assigns and the legal representatives, heirs and legatees of Participant's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof. The Company may assign its rights and obligations under this Agreement, including, but not limited to, the forfeiture provision of Section 3(c) to any person or entity selected by the Board.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(m) Headings. Headings are given to the Paragraphs and Subparagraphs of this Agreement solely as a convenience to facilitate reference. The headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision thereof.

10. Clawback of Benefits. The Company may (i) cause the cancellation of the RSUs, (ii) require reimbursement of any benefit conferred under the RSUs to Participant or Beneficiary, and (iii) effect any other right of recoupment of equity or other compensation provided under the Plan or otherwise in accordance with any Company policies that currently exist or that may from time to time be adopted or modified in the future by the Company and/or applicable law (each, a "Clawback Policy"). In addition, Participant may be required to repay to the Company certain previously paid compensation, whether provided under the Plan or an Award Agreement or otherwise, in accordance with any Clawback Policy. By accepting this Award, Participant agrees to be bound by any existing or future Clawback Policy adopted by the Company, or any amendments that may from time to time be made to the Clawback Policy in the future by the Company in its discretion (including without limitation any Clawback Policy adopted or amended to comply with applicable laws or stock exchange requirements) and further agrees that all of Participant's Award Agreements may be unilaterally amended by the Company, without Participant's consent, to the extent that the Company in its discretion determines to be necessary or appropriate to comply with any Clawback Policy.

11. Representations. Participant acknowledges and agrees that Participant has reviewed the Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing and accepting the Award and fully understands all provisions of the Award.

[Remainder of page is intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

TTM TECHNOLOGIES, INC.

By: ________________________
Title: ________________________

PARTICIPANT

____

Exhibit 10.2

TTM TECHNOLOGIES, INC.
2014 INCENTIVE COMPENSATION PLAN

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20 PERFORMANCE-BASED RSU
GRANT NOTICE AND AWARD AGREEMENT

THIS 20 PERFORMANCE-BASED RSU GRANT NOTICE AND AWARD AGREEMENT (the "Agreement") is made and entered into as of (the "Grant Date"), between TTM Technologies, Inc. a Delaware corporation (the "Company") and (the "Recipient").

Recitals

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the "Committee") has determined that it is in the best interests of the Company to recognize the Recipient's performance and to provide incentive to the Recipient to remain with the Company and its Related Entities by making this grant of performance-based Restricted Stock Units ("PRUs") representing hypothetical shares of the Company's common stock (the "Common Stock"), in accordance with the terms of this Agreement; and

WHEREAS, the PRUs are granted pursuant to the TTM Technologies, Inc. 2014 Incentive Compensation Plan, as the same may be amended and/or restated from time to time (the "Plan"), which is incorporated herein for all purposes.

Agreement

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of PRUs.

   Subject to the terms and conditions of this Agreement and the Plan, the Committee hereby grants to the Recipient a Restricted Stock Unit for a target number of **22,590** PRUs (the "Target Amount"). The number of PRUs actually awarded to Recipient will be determined at the end of the performance period commencing the beginning of fiscal 2016 (December 29, 2015) and ending the end of fiscal 2018 (December 31, 2018) (the "Performance Period"). Each PRU will be equal in value to one Share of the Company's Common Stock.

2. Performance Criteria.

   The Recipient can earn the PRUs based on the Company's performance in (a) achieving annual financial performance goals established by the Committee, and (b) achieving a total stockholder return ("TSR") over the three fiscal years ending December 31, 2018. The annual financial performance goals associated with this PRU Award will be communicated by the Company annually via Committee-supplied supplements to this Agreement. The 2016 supplement to this Agreement is attached hereto as Annex A, and reflects that the 2016 financial performance goals are based on the Company's 2016 revenue and "EBITDA" (as hereinafter defined) during the Company's fiscal year. The annual performance goals for fiscal 2017 and 2018 may or may not be based on the Company's revenue and/or EBITDA. The amount of the PRU Award will range from 0% to 240% of the Target Amount as determined after the end of the Performance Period based upon the Company's performance against the annual financial performance goals and three-year TSR as reviewed and approved by the Committee. No PRUs are awarded if performance is below minimum levels.

3. Milestones, Credits, Application of Modifier.

(a) Milestones and Credits. The annual performance criteria associated with the PRU Award will be established by the Committee. A percentage of the Target Amount is determined annually based upon actual Company performance against goals that are reviewed and approved annually by the Committee and will be made available through Committee-supplied supplements to this Agreement.

One-sixth (1/6) of the Target Amount will vest based on the Company's revenues in fiscal 2016 relative to the target milestone set forth on Annex A. One-sixth of the Target amount will vest based on the Company's EBITDA in fiscal 2016 relative to the target milestone set forth on Annex A. One-third (1/3) of the Target Amount will be based on the Company's financial performance with respect to one or more target milestones established by the Committee for each of fiscal 2017 and fiscal 2018 as set forth in supplements to this Agreement delivered by the Company to the Recipient not later than the 90th day of the relevant year.

As milestones are achieved, a portion of the Target Amount shall be credited in the Recipient's name. The amounts credited for fiscal 2016 in connection with each of the annual revenue goal and EBITDA goal as a percentage of one-sixth the Target Amount will be as follows: 0% if performance is below minimum level, 40% if performance is at minimum level, 100% if performance is at target level, and 160% if performance is at or above maximum level, each as set forth on Annex A. For performance between the minimum level and the target level, a proportionate percentage between 40% and 100% will be applied based on relative performance between minimum and target. For performance between the target level and the maximum level, a proportionate percentage between 100% and 160% will be applied based on relative performance between target and maximum.

The amount credited to the Recipient is the "Conditional PRU Award."

(b) Modifier. Following the completion of the Performance Period, the Conditional PRU Award will be adjusted by the TSR modifier as set forth in this Section 3(b) (the "TSR modifier"). The TSR modifier will be equal to zero if the minimum level is not met, resulting in no payout under this Agreement, and the modifier cannot exceed 150%. A Recipient's PRU Award (if any) shall equal the Conditional PRU Award multiplied by the TSR modifier, as approved by the Committee.

The TSR modifier will be as follows based on the Company's fiscal three-year performance as compared to the fiscal three-year performance of the TSR Peer Group over the same period: 0% if performance is below the minimum level, 60% if performance is at the minimum level, 100% if performance is at the target level, and 150% if performance is at or above the maximum level. For performance between the minimum level and the target level, a proportionate TSR modifier percentage between 60% and 100% will be applied based on relative performance between minimum and target. For performance between the target level and the maximum level, a proportionate TSR modifier percentage between 100% and 150% will be applied based on relative performance between target and maximum.

The TSR modifier with respect to the Company's TSR relative to the TSR of the TSR Peer Group during the Performance Period will be as follows for the entire Performance Period:

	Company TSR Relative to TSR Peer Group TSR*		
	Minimum (10th percentile)	Target (50th percentile)	Maximum (80th percentile or above)
TSR Modifier	.60	1.00	1.50

* Company TSR and TSR Peer Group TSR will be computed using average six-month closing prices preceding the 12/29/15 and 12/31/18 measurement dates, and shall in each case assume reinvestment of dividends paid during the Performance Period.

4. Payout of PRUs.

If the Committee determines that the goals described in Section 3 have been met and certifies the extent to which those goals have been met, and the terms and conditions set forth in this Agreement are fulfilled, then the Recipient's PRU Award as determined under Section 3(b), 9, 10 or 11, as applicable, shall no longer be restricted and Shares will be transferred to the Recipient after the end of the Performance Period and on or before March 15, 2019, in an amount equal to the number of PRUs earned pursuant to Section 3(b), 9, 10 or 11, as applicable, in each case, net of applicable withholdings.

5. Transferability.

The PRUs awarded hereunder are not transferable otherwise than by will or under the applicable laws of descent and distribution, and the terms of this Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the Recipient. Any attempt to effect a Transfer of any PRUs shall be void ab initio. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

6. Custody of PRUs.

The PRUs subject hereto shall be held in a restricted book entry account in the name of the Recipient. Upon completion of the Performance Period, Shares issued pursuant to Section 4 above shall be released into an unrestricted book entry account; provided, however, that a portion of such Shares may be surrendered in payment of taxes in accordance with Section 15 below, unless the Company, in its sole discretion, establishes alternative procedures for the payment of such taxes.

7. Hypothetical Nature of PRUs.

The Recipient shall not have any rights, benefits, or entitlements with respect to the Shares corresponding to the PRUs unless and until those Shares are delivered to the Recipient (and thus shall have no voting rights, or rights to receive any dividend declared, before those Shares are so delivered). On or after delivery, the Recipient shall have, with respect to the Shares delivered, all of the rights of a holder of Shares granted pursuant to the certificate of incorporation and other governing instruments of the Company, or as otherwise available at law.

8. Termination of Continuous Service.

Except as set forth in Sections 9, 10, 11 and 12 below, if the Recipient's Continuous Service is terminated for any reason prior to the end of the Performance Period, then any and all PRUs granted hereunder shall be forfeited immediately upon such termination of Continuous Service and revert back to the Company without any payment to the holder thereof. The Committee shall have the power and authority to enforce on behalf of the Company any rights of the Company under this Agreement in the event of the forfeiture of PRUs pursuant to this Section 8.

9. Retirement of the Recipient.

If the Recipient's Continuous Service is terminated due to "Retirement," the Recipient shall be eligible to receive a pro rata amount of the PRU Award (if any) payable after the end of the Performance Period as described in Section 4 above. For each year or part of a year that the

Recipient is in the Continuous Service with the Company and its Related Entities during the Performance Period, the amount credited towards the Conditional PRU Award will be determined by multiplying the amount otherwise credited at the end of the applicable year by a fraction equal to the number of whole months elapsed between the beginning of such year and the Recipient's Retirement, divided by 12. The resulting amount will be credited towards the Conditional PRU Award and adjusted by the TSR modifier.

10. Total and Permanent Disability of the Recipient.

If the Recipient's Continuous Service is terminated due to Disability, the Recipient (or a legally designated guardian or representative if the Recipient is legally incompetent) shall be eligible to receive a pro rata amount of the PRU Award (if any) payable after the end of the Performance Period as described in Section 4 above. For each year or part of a year that the Recipient is in the Continuous Service with the Company and its Related Entities during the Performance Period, the amount credited towards the Conditional PRU Award will be determined by multiplying the amount otherwise credited at the end of the applicable year by a fraction equal to the number of whole months elapsed between the beginning of such year and the Recipient's Retirement, divided by 12. The resulting amount will be credited towards the Conditional PRU Award and adjusted by the TSR modifier.

11. Death of the Recipient.

If the Recipient's Continuous Service is terminated due to death, the Recipient's estate or designated beneficiary shall be eligible to receive a pro rata amount of the PRU Award (if any) payable after the end of the Performance Period as described in Section 4 above. For each year or part of a year that the Recipient is in the Continuous Service with the Company and its Related Entities during the Performance Period, the amount credited towards the Conditional PRU Award will be determined by multiplying the amount otherwise credited at the end of the applicable year by a fraction equal to the number of whole months elapsed between the beginning of such year and the Recipient's Retirement, divided by 12. The resulting amount will be credited towards the Conditional PRU Award and adjusted by the TSR modifier.

12. Change-in-Control.

(a) In the event of a Change in Control, (so long as the PRU's are assumed by a Proper Assumption the successor corporation after the consummation of the Change in Control), the Company shall deliver to the Recipient at the end of the original Performance Period, subject to continued employment, the greater of (i) the Target Amount of Shares subject to the PRU Award or (ii) (A) the calculation of the PRU's that would have been granted if the financial results and TSR results were measured as such results were at the time of the Change of Control on a pro-forma basis, pro-rated for the amount of the performance period elapsed plus (B) the remainder of the Target Amount of Shares that would have vested after the Change of Control.

(b) To the extent that, after a Change in Control, (i) the Recipient's Continuous Service is terminated without cause within 12 months of a Change in Control, (ii) the Recipient terminates his/her continuous service for Good Reason within 12 months of a Change in Control or (iii) the PRU's provided for herein are not assumed or substituted in connection with the Change in Control by a Proper Assumption (as defined herein), the Shares the recipient would have been eligible to receive, subject to continued employment as set forth in Section 12(a) above, shall fully vest.

(c) The provisions of this Section 12 supersede any inconsistent provisions with respect to the impact of a Change in Control on the PRU Award made by this Agreement, including, but not limited to Section 5 of any Executive Change in Control Severance Agreement between the Company and the Recipient. In the event of any such inconsistency, this Agreement shall control.

A Proper Assumption shall be defined as an assumption or substitution of awards as such relate to (i) the Company's stock, (ii) common stock for which the Company's stock is exchanged at the exchange ratio or for cash consideration provided for the Company's stock upon the Change in Control or (iii) common stock of a successor or acquirer entity, for which there is a generally recognized U.S. public market, and the awards remain subject to such terms and conditions that are no less favorable to the employee than such terms and conditions that were applicable to the awards prior to the Change in Control.

13. Definitions.

For purposes of this Agreement:

"EBITDA" means the Company's consolidated net income, computed in accordance with generally accepted accounting principles but excluding any gains or losses from building and other significant asset sales, if any, plus, without duplication and to the extent reflected as a charge or expense in the calculation of net income, the sum of (i) income tax expense, (ii) interest expense and amortization of debt issuance costs, (iii) depreciation and amortization expense, (iv) stock-based compensation expense, including compensation expense attributable to this Agreement and the Company's other performance-based Stock Units, (v) goodwill impairment, (vi) asset write downs, (vii) plant closure and related layoff costs, (viii) acquisition costs, (ix) amortization of intangibles, and (x) loss on extinguishment of debt.

"Retirement" means (i) any voluntary termination of Continuous Service by the Recipient at age 62 or older, provided that the Recipient has at least five (5) years of Continuous Service prior to such termination, or (ii) any termination of the Recipient's Continuous Service by the Company, without Cause, provided that the Recipient is age 62 or older and has at least five (5) years of Continuous Service prior to such termination.

"TSR Peer Group" consists of the following companies: AT&S Austria Technologie, Benchmark, Celestica, Chinpoon, Compeq Manufacturing Co., Ltd., Daeduck Gds Co Ltd, Flextronics International Ltd., Jabil, Kingboard Chemical Holdings Ltd., Gold Circuit Electronics Ltd., HannStar Board Corporation, Ibiden Co., Ltd., Multi-Fineline Electronix, Inc., Nanya Technology Corporation, Plexus, Sanmina Corporation, Samsung Electro-Mechanics Co., Ltd., SimmTech Co. Ltd., Tripod Technology Corporation, Unimicron Technology Corp., Unitech Printed Circuit Board Corp., WUS Printed Circuit Co., Ltd., and Zhen Ding Technology Holding Limited.

14. Section 409A.

Payments made pursuant to the Plan and this Agreement are intended to comply with or qualify for an exemption from Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all PRU Awards are made in a manner that complies with Section 409A (including, without limitation, the avoidance of penalties thereunder), provided, however, that the Company makes no representations that the PRU Awards will be exempt from any penalties that may apply under Section 409A and makes no undertaking to preclude Section 409A from applying to this PRU Award.

Notwithstanding anything to the contrary in this Agreement or the Plan, if the Recipient is a "Specified Employee" (as defined below) then the delivery of Shares otherwise required to be made under this Agreement on account of the termination of the Recipient's Continuous Service shall be made within thirty (30) days after the sixth (6^{th}) month anniversary of the date of the termination of the Recipient's Continuous Service or, if earlier, the date of the Recipient's death if such deferral is required to comply with Section 409A of the Code. For purposes of this

Agreement, a “Specified Employee” shall mean any individual who, at the time of his or her separation from Continuous Service with the Company and its Related Entities, is a “key employee”, within the meaning of Section 416(i) of the Code, of the Company or any Related Entity, the stock of which is publicly traded on an established securities market or otherwise.

For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which the Recipient is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

15. Taxes.

(a) The Recipient shall be liable for any and all taxes, including withholding taxes and fringe benefit tax or such other taxes that the Recipient’s employer (the “Employer”) is legally allowed or permitted to recover from the Recipient, arising out of this grant or the issuance of Shares hereunder. In the event that the Company or the Employer is liable for taxes that are legally permitted to be recovered from the Recipient or is required to withhold taxes as a result of the grant of PRUs or the issuance or subsequent sale of Shares acquired pursuant to such PRUs, the Recipient shall surrender a sufficient number of whole Shares, make a cash payment or make adequate arrangements satisfactory to the Company and/or the Employer to withhold such taxes from the Recipient’s wages or other cash compensation paid to the Recipient by the Company and/or the Employer at the election of the Company, in its sole discretion, or, if permissible under local law, the Company may sell or arrange for the sale of Shares that Recipient acquires as necessary to cover all applicable required withholding taxes, taxes that are legally recoverable from the Recipient (such as fringe benefit tax) and required social security contributions at the time the Shares subject to the PRUs are issued. The Recipient will receive a cash refund for any fraction of a surrendered Share or Shares in excess of any required withholding taxes, taxes that are legally recoverable from the Recipient (such as fringe benefit tax), and required social security contributions. To the extent that any surrender of Shares or payment of cash or alternative procedure for such payment is insufficient, the Recipient authorizes the Company, the Employer, and the Related Entities, which are qualified to deduct tax at source, to deduct from the Recipient’s compensation all applicable required withholding taxes, taxes that are legally recoverable from the Recipient (such as fringe benefit tax) and social security contributions. The Recipient agrees to pay any amounts that cannot be satisfied from wages or other cash compensation, to the extent permitted by law.

(b) Regardless of any action the Company or the Employer takes with respect to any or all income tax, social security, payroll tax, payment on account, taxes that are legally recoverable from the Recipient (such as fringe benefit tax) or other tax-related withholding (“Tax-Related Items”), the Recipient acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him is and remains the Recipient’s responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Agreement, including the grant of PRUs, subsequent issuance of Shares related to such PRUs and the subsequent sale of any Shares acquired pursuant to such PRUs; and (ii) do not commit to structure the terms or any aspect of this grant of PRUs to reduce or eliminate the Recipient’s liability for Tax-Related Items. The Recipient shall pay the Company or the Employer any amount for Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Recipient’s participation in the Plan or the Recipient’s receipt of PRUs that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares pursuant to Section 4 if the Recipient fails to comply with the Recipient’s obligations in connection with the Tax-Related Items.

(c) In accepting the PRU Award, the Recipient consents and agrees that in the event the PRU Award becomes subject to an employer tax that is legally permitted to be recovered from the Recipient, as may be determined by the Company and/or the Employer at their sole discretion, and whether or not the Recipient's Continuous Service is continuing at the time such tax becomes recoverable, the Recipient will assume any liability for any such taxes that may be payable by the Company and/or the Employer in connection with the PRU Award. Further, by accepting the PRU Award, the Recipient agrees that the Company and/or the Employer may collect any such taxes from the Recipient by any of the means set forth in this Section 15. The Recipient further agrees to execute any other consents or elections required to accomplish the above, promptly upon request of the Company.

16. Data Privacy Consent.

The Recipient hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Recipient's personal data as described in this document by and among, as applicable, the Employer, the Company and/or its Related Entities for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan. The Recipient understands that the Company, its Related Entities and the Employer hold certain personal information about the Recipient, including, but not limited to, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all PRUs, options or any other entitlement to shares of stock awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Recipient's favor for the purpose of implementing, managing and administering the Plan ("Data"). The Recipient understands that the Data may be transferred to third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Recipient's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Recipient's country. The Recipient authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Recipient's participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom the Recipient may elect to deposit any Shares acquired under the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Recipient understands that he may, at any time, view Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Company's senior human resources officer in writing. The Recipient understands that refusing or withdrawing consent may affect the Recipient's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Recipient understands that he may contact the resources officer.

17. Acknowledgment and Waiver.

By accepting this grant of PRUs, the Recipient acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of PRUs is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares or PRUs, or benefits in lieu of Shares or PRUs, even if Shares or PRUs have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company; (iv) the Recipient's participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate the Recipient's employment relationship at any time with or without Cause, and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) the Recipient is participating voluntarily in the Plan; (vi) PRUs, PRU grants and resulting benefits are an extraordinary item that is outside the scope of the Recipient's employment or service contract, if any; (vii) PRUs, PRU grants and resulting benefits are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments insofar as permitted by law; (viii) this grant of PRUs will not be interpreted to form an employment contract with the Company, the Employer or any Related Entity; (ix) the future value of the underlying Shares is unknown and cannot be predicted with certainty; (x) in consideration of this grant of PRUs, no claim or entitlement to compensation or damages shall arise from termination of this grant of PRUs or diminution in value of this grant of PRUs resulting from termination of the Recipient's Continuous Service (for any reason whatsoever and whether or not in breach of local labor laws) and the Recipient irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, the Recipient shall be deemed irrevocably to have waived any entitlement to pursue such claim; (xi) notwithstanding any terms or conditions of the Plan to the contrary, in the event of involuntary termination of the Recipient's employment (whether or not in breach of local labor laws), the Recipient's right to receive benefits under this Agreement after termination of Continuous Service, if any, will be measured by the date of termination of the Recipient's active Continuous Service and will not be extended by any notice period mandated under local law; (xii) the Committee shall have the exclusive discretion to determine when the Recipient is no longer actively in the Continuous Service of the Company and its Related Entities for purposes of this grant of PRUs; and (xiii) if the Company's performance is below minimum levels as set forth in this Agreement or any annual supplement hereto, no PRUs will be awarded and no Shares will be issued to the Recipient.

18. Miscellaneous.

(a) The parties agree to execute such further instruments and to take such action as may reasonably be necessary to carry out the intent of this Agreement.

(b) Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon delivery to the Recipient at his or her address then on file with the Company and its Related Entities.

(c) The Plan is incorporated herein by reference. The Plan and this Agreement, together with each annual supplement hereto, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company, its Related Entities and the Recipient with respect to the subject matter hereof, and may not be modified adversely to the Recipient's interest except by means of a writing signed by the Company and the Recipient. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and the Recipient under which an Award properly granted under and pursuant to the Plan serves as any part of the consideration furnished to the Recipient, including without limitation, any agreement that imposes restrictions during or after employment regarding confidential information and proprietary developments. This Agreement is governed by the laws of the state of California.

(d) Neither this Agreement nor the grant of the Restricted Stock Units hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and the Recipient or any other person. The Restricted Stock Units subject to this Agreement represent only the Company's unfunded and unsecured promise to issue Shares to the Recipient in the future. To the extent that the Recipient or any other person acquires a right to receive payments from the Company pursuant to this Agreement, that right shall be no greater than the right of any unsecured general creditor of the Company.

(e) If the Recipient has received this or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control.

(f) The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

(g) Any capitalized terms not defined herein shall have the same meaning they have in the Plan.

COMPANY:

TTM TECHNOLOGIES, INC.

By: ______________________________

Thomas T. Edman,
President and Chief Executive Officer

RECIPIENT:

____

ANNEX A

to

2016 Performance-Based
RSU Grant Notice and Agreement

1. The Company's fiscal 2016 financial performance will affect the vesting of one-third (1/3) of the Target Amount as follows:

   (a) The Company's fiscal 2016 revenues will affect the vesting of one-sixth (1/6) of the Target Amount.

   (b) The Company's fiscal 2016 EBITDA will affect the vesting of one-sixth (1/6) of the Target Amount.

2. The target performance milestones for fiscal 2016 are as follows (in millions):

Revenue	EBITDA
$2,708.7	$377.6

3. The applicable vesting percentages with respect to the fiscal 2016 target milestones are as follows:

	Actual Performance Relative to Target Milestone		
	Minimum (60% of target)	Target (100% of target)	Maximum (120% or more of target)
Percentage "banked" by Recipient*	40%	100%	160%

* Percentage applies to each performance milestone, each of which performance milestones for 2016 is equally weighted and applicable to one-sixth (1/6) of the Target Amount.

Exhibit 31.1

CERTIFICATION

I, Thomas T. Edman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TTM Technologies, Inc.;

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 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 (or persons performing the equivalent functions):

(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.

/s / Thomas T. Edman
Thomas T. Edman
President and Chief Executive Officer
(Principal Executive Officer)

Date: August 4, 2016

Exhibit 31.2

CERTIFICATION

I, Todd B. Schull, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TTM Technologies, Inc.;

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 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 (or persons performing the equivalent functions):

(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.

/s/ Todd B. Schull

Todd B. Schull
Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Date: August 4, 2016

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of TTM Technologies, Inc. (the "Company") for the quarter ended June 27, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas T. Edman, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Thomas T. Edman
Thomas T. Edman
President and Chief Executive Officer

August 4, 2016

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of TTM Technologies, Inc. (the “Company”) for the quarter ended June 27, 2016, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Todd B. Schull, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Todd B. Schull
Todd B. Schull
Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

August 4, 2016