UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended April 3, 2015

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _________ to _________

Commission file number: 1-8703

WESTERN DIGITAL CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**33-0956711**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
3355 Michelson Drive, Suite 100 Irvine, California	**92612**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (949) 672-7000

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 ☒

As of the close of business on May 6, 2015, 230,912,060 shares of common stock, par value $.01 per share, were outstanding.

WESTERN DIGITAL CORPORATION

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Our fiscal year ends on the Friday nearest to June 30 and typically consists of 52 weeks. Approximately every six years, we report a 53-week fiscal year to align our fiscal year with the foregoing policy. Our fiscal third quarters ended April 3, 2015 and March 28, 2014 both consisted of 13 weeks. Fiscal year 2014 was comprised of 52 weeks and ended on June 27, 2014. Fiscal year 2015 will be comprised of 53 weeks and will end on July 3, 2015. Fiscal year 2016 will be comprised of 52 weeks and will end on July 1, 2016. Unless otherwise indicated, references herein to specific years and quarters are to our fiscal years and fiscal quarters, and references to financial information are on a consolidated basis. As used herein, the terms "we," "us," "our," the "Company," "WDC" and "Western Digital" refer to Western Digital Corporation and its subsidiaries, unless we state, or the context indicates, otherwise.

WDC, a Delaware corporation, is the parent company of our storage business, which operates under two independent subsidiaries – HGST and WD. Our principal executive offices are located at 3355 Michelson Drive, Suite 100, Irvine, California 92612. Our telephone number is (949) 672-7000 and our website is www.westerndigital.com. The information on our website is not incorporated in this Quarterly Report on Form 10-Q.

Western Digital, WD and the WD logo are trademarks of Western Digital Technologies, Inc. and/or its affiliates. All other trademarks mentioned are the property of their respective owners.

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PART I. FINANCIAL INFORMATION

Item 1. ***FINANCIAL STATEMENTS***

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except par values; unaudited)

	April 3, 2015	June 27, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	$ 4,812	$ 4,804
Short-term investments	228	284
Accounts receivable, net	1,696	1,989
Inventories	1,322	1,226
Other current assets	371	417
Total current assets	8,429	8,720
Property, plant and equipment, net	3,051	3,293
Goodwill	2,745	2,559
Other intangible assets, net	400	454
Other non-current assets	551	473
Total assets	$ 15,176	$ 15,499
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 2,020	$ 1,971
Accrued arbitration award	—	758
Accrued expenses	503	412
Accrued compensation	398	460
Accrued warranty	156	119
Current portion of long-term debt	141	125
Total current liabilities	3,218	3,845
Long-term debt	2,203	2,313
Other liabilities	529	499
Total liabilities	5,950	6,657
Commitments and contingencies (Notes 4 and 5)		
Shareholders' equity:		
Preferred stock, $.01 par value; authorized — 5 shares; issued and outstanding — none	—	—
Common stock, $.01 par value; authorized — 450 shares; issued — 261 shares; outstanding — 231 and 234 shares, respectively	3	3
Additional paid-in capital	2,369	2,331
Accumulated other comprehensive income (loss)	(3)	12
Retained earnings	9,004	8,066
Treasury stock — common shares at cost; 30 and 27 shares, respectively	(2,147)	(1,570)
Total shareholders' equity	9,226	8,842
Total liabilities and shareholders' equity	$ 15,176	$ 15,499

The accompanying notes are an integral part of these condensed consolidated financial statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share amounts; unaudited)

	Three Months Ended		Nine Months Ended	
	April 3, 2015	March 28, 2014	April 3, 2015	March 28, 2014
Revenue, net	$ 3,550	$ 3,703	$ 11,381	$ 11,479
Cost of revenue	2,518	2,627	8,090	8,148
Gross profit	1,032	1,076	3,291	3,331
Operating expenses:				
Research and development	402	418	1,265	1,235
Selling, general and administrative	199	201	583	559
Charges related to arbitration award	—	13	15	39
Employee termination, asset impairment and other charges	10	25	72	59
Total operating expenses	611	657	1,935	1,892
Operating income	421	419	1,356	1,439
Other income (expense):				
Interest income	3	4	11	10
Interest and other expense	(12)	(17)	(37)	(44)
Total other expense, net	(9)	(13)	(26)	(34)
Income before income taxes	412	406	1,330	1,405
Income tax provision	28	31	85	105
Net income	$ 384	$ 375	$ 1,245	$ 1,300
Income per common share:				
Basic	$ 1.66	$ 1.60	$ 5.34	$ 5.51
Diluted	$ 1.63	$ 1.55	$ 5.23	$ 5.37
Weighted average shares outstanding:				
Basic	231	235	233	236
Diluted	236	242	238	242

The accompanying notes are an integral part of these condensed consolidated financial statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions; unaudited)

	Three Months Ended		Nine Months Ended	
	April 3, 2015	**March 28, 2014**	**April 3, 2015**	**March 28, 2014**
Net income	$ 384	$ 375	$ 1,245	$ 1,300
Other comprehensive income (loss), net of tax:				
Net unrealized gain (loss) on foreign exchange contracts	29	45	(15)	31
Other comprehensive income (loss)	29	45	(15)	31
Total comprehensive income	$ 413	$ 420	$ 1,230	$ 1,331

The accompanying notes are an integral part of these condensed consolidated financial statements.

WESTERN DIGITAL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions; unaudited)

	Nine Months Ended	
	April 3, 2015	March 28, 2014
Operating Activities		
Net income	$ 1,245	$ 1,300
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization	864	936
Stock-based compensation	117	125
Deferred income taxes	9	(66)
Gain from insurance recovery	(37)	(65)
Loss on disposal of assets	14	33
Non-cash portion of employee termination, asset impairment and other charges	12	26
Other non-cash operating activities, net	—	4
Changes in:		
Accounts receivable, net	294	12
Inventories	(96)	(51)
Accounts payable	8	(113)
Accrued arbitration award	(758)	39
Accrued expenses	83	(19)
Accrued compensation	(63)	(44)
Other assets and liabilities	62	(13)
Net cash provided by operating activities	1,754	2,104
Investing Activities		
Purchases of property, plant and equipment	(456)	(467)
Proceeds from sale of property, plant and equipment	7	—
Proceeds from sales and maturities of investments	665	—
Purchases of investments	(687)	(470)
Acquisitions, net of cash acquired	(247)	(823)
Other investing activities, net	6	4
Net cash used in investing activities	(712)	(1,756)
Financing Activities		
Issuance of stock under employee stock plans	146	125
Taxes paid on vested stock awards under employee stock plans	(61)	(27)
Excess tax benefits from employee stock plans	27	41
Repurchases of common stock	(772)	(544)
Dividends paid to shareholders	(280)	(189)
Proceeds from debt	—	2,992
Repayment of debt	(94)	(2,486)
Net cash used in financing activities	(1,034)	(88)
Net increase in cash and cash equivalents	8	260
Cash and cash equivalents, beginning of period	4,804	4,309
Cash and cash equivalents, end of period	$ 4,812	$ 4,569
Supplemental disclosure of cash flow information:		
Cash paid for income taxes	$ 39	$ 138
Cash paid for interest	$ 33	$ 35
Supplemental disclosure of non-cash financing activities:		
Accrual of cash dividend declared	$ 116	$ 71

The accompanying notes are an integral part of these condensed consolidated financial statements.

WESTERN DIGITAL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

1. Basis of Presentation

The accounting policies followed by Western Digital Corporation (the “Company”) are set forth in Part II, Item 8, Note 1 of the Notes to Consolidated Financial Statements included in the Company’s Annual Report on Form 10-K for the year ended June 27, 2014. In the opinion of management, all adjustments necessary to fairly state the unaudited condensed consolidated financial statements have been made. All such adjustments are of a normal, recurring nature. Certain information and footnote disclosures normally included in the consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”) have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and the notes thereto included in the Company’s Annual Report on Form 10-K for the year ended June 27, 2014. The results of operations for interim periods are not necessarily indicative of results to be expected for the full year. The Company's fiscal year ends on the Friday nearest to June 30 and typically consists of 52 weeks. Approximately every six years, the Company reports a 53-week fiscal year to align its fiscal year with the foregoing policy. The Company's fiscal third quarters ended April 3, 2015 and March 28, 2014 both consisted of 13 weeks. Fiscal year 2015 will be comprised of 53 weeks and will end on July 3, 2015.

Company management has made estimates and assumptions relating to the reporting of certain assets and liabilities in conformity with U.S. GAAP. These estimates and assumptions have been applied using methodologies that are consistent throughout the periods presented. However, actual results could differ materially from these estimates.

2. Supplemental Financial Statement Data

Inventories; Property, Plant and Equipment; and Other Intangible Assets

	April 3, 2015	June 27, 2014
	(in millions)	
Inventories:		
Raw materials and component parts	**$ 173**	$ 168
Work-in-process	**498**	493
Finished goods	**651**	565
Total inventories	**$ 1,322**	$ 1,226
Property, plant and equipment:		
Property, plant and equipment	**$ 8,520**	$ 8,123
Accumulated depreciation	**(5,469)**	(4,830)
Property, plant and equipment, net	**$ 3,051**	$ 3,293
Other intangible assets:		
Other intangible assets	**$ 1,067**	$ 984
Accumulated amortization	**(667)**	(530)
Other intangible assets, net	**$ 400**	$ 454

Warranty

The Company records an accrual for estimated warranty costs when revenue is recognized. The Company generally warrants its products for a period of one to five years. The warranty provision considers estimated product failure rates and trends, estimated replacement costs, estimated repair costs which include scrap costs, and estimated costs for customer compensatory claims related to product quality issues, if any. A statistical warranty tracking model is used to help prepare estimates and assist the Company in exercising judgment in determining the underlying estimates. The statistical tracking model captures specific detail on hard drive reliability, such as factory test data, historical field return rates, and costs to repair by product type. Management’s judgment is subject to a greater degree of subjectivity with respect to newly introduced products because of limited field experience with those products upon which to base warranty estimates. Management reviews the warranty accrual quarterly for products shipped in prior periods and which are still under warranty. Any changes in the estimates underlying the accrual may result in adjustments that impact current period gross profit and income. Such changes are generally a result of differences between forecasted and actual return rate experience and costs to repair. If actual product return trends, costs to repair returned products or costs of customer compensatory claims differ significantly from estimates, future results of operations could be materially affected. Changes in the warranty accrual were as follows (in millions):

	Three Months Ended		Nine Months Ended	
	April 3, 2015	March 28, 2014	April 3, 2015	March 28, 2014
Warranty accrual, beginning of period	**$ 222**	$ 190	**$ 182**	$ 187
Warranty liability assumed as a result of acquisition	**1**	—	**1**	4
Charges to operations	**46**	41	**145**	125
Utilization	**(47)**	(56)	**(140)**	(162)
Changes in estimate related to pre-existing warranties	**(1)**	(2)	**33**	19
Warranty accrual, end of period	**$ 221**	$ 173	**$ 221**	$ 173

The long-term portion of the warranty accrual classified in other liabilities was $65 million as of April 3, 2015 and $63 million as of June 27, 2014.

Investments

The following table summarizes, by major type, the fair value and cost basis of the Company’s investments as of April 3, 2015 (in millions):

	Cost Basis	Unrealized Gains (Losses)	Fair Value
Available-for-sale securities:			
U.S. Treasury securities	$ 204	$ —	$ 204
U.S. Government agency securities	116	—	116
Commercial paper	154	—	154
Certificates of deposit	48	—	48
Total	$ 522	$ —	$ 522

The fair value of the Company’s investments classified as available-for-sale securities as of April 3, 2015, by remaining contractual maturity, were as follows (in millions):

	Cost Basis	Fair Value
Due in less than one year (short-term investments):	$ 228	$ 228
Due in one to five years (included in other non-current assets):	294	294
Total	$ 522	$ 522

The following table summarizes, by major type, the fair value and cost basis of the Company’s investments as of June 27, 2014 (in millions):

	Cost Basis	Unrealized Gains (Losses)	Fair Value
Available-for-sale securities:			
U.S. Treasury securities	$ 180	$ —	$ 180
U.S. Government agency securities	88	—	88
Commercial paper	165	—	165
Certificates of deposit	66	—	66
Total	$ 499	$ —	$ 499

The fair value of the Company's investments classified as available-for-sale securities as of June 27, 2014, by remaining contractual maturity, were as follows (in millions):

	Cost Basis	Fair Value
Due in less than one year (short-term investments):	$ 284	$ 284
Due in one to five years (included in other non-current assets):	215	215
Total	$ 499	$ 499

The Company determined no available-for-sale securities were other-than-temporarily impaired in the three and nine months ended April 3, 2015. For more information on the Company's available-for-sale securities, see Note 7 below.

In addition, the Company enters into certain strategic investments for the promotion of business and strategic objectives. These strategic investments are recorded at cost as a component of the other non-current assets line item within the condensed consolidated balance sheets and were not material to the condensed consolidated financial statements as of April 3, 2015 and June 27, 2014.

Other Comprehensive Income (Loss)

Other comprehensive income (loss) refers to revenue, expenses, gains and losses that are recorded as an element of shareholders' equity but are excluded from net income. The Company's other comprehensive income (loss) is comprised of unrealized gains and losses on foreign exchange contracts. There were no unrealized gains or losses on the Company's available-for-sale securities or actuarial gains and losses related to pensions in both the nine months ended April 3, 2015 and March 28, 2014. In addition, the income tax impact on components of other comprehensive income (loss) is immaterial for all periods presented.

The following table illustrates the changes in the balances of each component of accumulated other comprehensive income (loss) for the nine months ended April 3, 2015 (in millions):

	Actuarial Pension Gain	Unrealized Gain (Loss) on Foreign Exchange Contracts	Accumulated Other Comprehensive Income (Loss)
Balance at June 27, 2014	$ 7	$ 5	$ 12
Other comprehensive income (loss) before reclassifications	—	(39)	(39)
Amounts reclassified from accumulated other comprehensive income (loss)	—	24	24
Net current-period other comprehensive income (loss)	—	(15)	(15)
Balance at April 3, 2015	$ 7	$ (10)	$ (3)

The following table illustrates the changes in the balances of each component of accumulated other comprehensive income (loss) for the nine months ended March 28, 2014 (in millions):

	Actuarial Pension Gain	Unrealized Gain (Loss) on Foreign Exchange Contracts	Accumulated Other Comprehensive Income (Loss)
Balance at June 28, 2013	$ 11	$ (46)	$ (35)
Other comprehensive income (loss) before reclassifications	—	2	2
Amounts reclassified from accumulated other comprehensive income (loss)	—	29	29
Net current-period other comprehensive income (loss)	—	31	31
Balance at March 28, 2014	$ 11	$ (15)	$ (4)

3. Income per Common Share

The Company computes basic income per common share using net income and the weighted average number of common shares outstanding during the period. Diluted income per common share is computed using net income and the weighted average number of common shares and potentially dilutive common shares outstanding during the period. Potentially dilutive common shares include certain dilutive outstanding employee stock options, rights to purchase shares of common stock under the Company’s Employee Stock Purchase Plan (“ESPP”) and restricted stock unit awards (“RSUs”).

The following table illustrates the computation of basic and diluted income per common share (in millions, except per share data):

	Three Months Ended		Nine Months Ended	
	April 3, 2015	**March 28, 2014**	**April 3, 2015**	**March 28, 2014**
Net income	**$ 384**	$ 375	**$ 1,245**	$ 1,300
Weighted average shares outstanding:				
Basic	**231**	235	**233**	236
Employee stock options and other	**5**	7	**5**	6
Diluted	**236**	242	**238**	242
Income per common share:				
Basic	**$ 1.66**	$ 1.60	**$ 5.34**	$ 5.51
Diluted	**$ 1.63**	$ 1.55	**$ 5.23**	$ 5.37
Anti-dilutive potential common shares excluded*	**1**	2	**1**	1

* For purposes of computing diluted income per common share, certain potentially dilutive securities have been excluded from the calculation because their effect would have been anti-dilutive.

4. Debt

On January 9, 2014, Western Digital Ireland, Ltd. (“WDI”) used existing cash to repay the outstanding term loan balance of $1.8 billion under its previous credit agreement, dated March 8, 2012. Also on January 9, 2014, the Company, Western Digital Technologies, Inc. (“WDT”) and WDI entered into a new credit agreement with JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, which was subsequently amended on February 25, 2015 (as amended, the "Credit Agreement") to add Western Digital International, Ltd. (”WD International”) as an additional borrower. The Credit Agreement provides for $4.0 billion of unsecured loan facilities consisting of a $2.5 billion term loan facility to WDT and a $1.5 billion revolving credit facility to WDT, WDI and WD International (each, a “Borrower” and collectively, the “Borrowers”). The revolving credit facility includes a $100 million sublimit for letters of credit and a $50 million sublimit for swing line loans. Subject to certain conditions, a Borrower may elect to expand the credit facilities by, or obtain incremental term loans of, up to $1.0 billion if existing or new lenders provide additional term or revolving commitments. The loans under the Credit Agreement have a five-year term. The obligations of the Borrowers under the Credit Agreement are guaranteed by the Company and its material domestic subsidiaries, and the obligations of WDI and WD International under the Credit Agreement are also guaranteed by WDT.

As of April 3, 2015, no amounts were outstanding under the revolving credit facility and the term loan facility had an outstanding balance of $2.3 billion and a variable interest rate of 1.68%. The Company is required to make quarterly principal payments on the term loan facility totaling $31 million for the remainder of fiscal 2015, $156 million in fiscal 2016, $219 million in fiscal 2017, $250 million in fiscal 2018 and the remaining balance of $1.7 billion in fiscal 2019.

The Credit Agreement requires the Company to comply with a leverage ratio and an interest coverage ratio calculated on a consolidated basis for the Company and its subsidiaries. In addition, the Credit Agreement contains customary covenants, including covenants that limit or restrict the Company’s and its subsidiaries’ ability to incur liens, incur indebtedness, make certain restricted payments, merge or consolidate and enter into certain speculative hedging arrangements, and customary events of default. As of April 3, 2015, the Company was in compliance with all covenants.

5. Legal Proceedings

When the Company becomes aware of a claim or potential claim, the Company assesses the likelihood of any loss or exposure. The Company discloses information regarding each material claim where the likelihood of a loss contingency is probable or reasonably possible. If a loss contingency is probable and the amount of the loss can be reasonably estimated, the Company records an accrual for the loss. In such cases, there may be an exposure to potential loss in excess of the amount accrued. Where a loss is not probable but is reasonably possible or where a loss in excess of the amount accrued is reasonably possible, the Company discloses an estimate of the amount of the loss or range of possible losses for the claim if a reasonable estimate can be made, unless the amount of such reasonably possible losses is not material to the Company's financial position, results of operations or cash flows. Unless otherwise stated below, for each of the matters described below, the Company has either recorded an accrual for losses that are probable and reasonably estimable or has determined that, while a loss is reasonably possible (including potential losses in excess of the amounts accrued by the Company), a reasonable estimate of the amount of loss or range of possible losses with respect to the claim or in excess of amounts already accrued by the Company cannot be made. The ability to predict the ultimate outcome of such matters involves judgments, estimates and inherent uncertainties. The actual outcome of such matters could differ materially from management's estimates.

Solely for purposes of this note, "WD" refers to Western Digital Corporation or one or more of its subsidiaries excluding HGST prior to the closing of the Company's acquisition of HGST on March 8, 2012 (the "HGST Closing Date"). HGST refers to Hitachi Global Storage Technologies Holdings Pte. Ltd. or one or more of its subsidiaries as of the HGST Closing Date, and "the Company" refers to Western Digital Corporation and all of its subsidiaries on a consolidated basis including HGST.

Intellectual Property Litigation

On June 18, 2008, plaintiff Convolve, Inc. ("Convolve") filed a complaint in the Eastern District of Texas against WD, HGST, and two other companies alleging infringement of U.S. Patent Nos. 6,314,473 and 4,916,635. The complaint sought unspecified monetary damages and injunctive relief. On October 10, 2008, Convolve amended its complaint to allege infringement of only the '473 patent. The '473 patent allegedly relates to interface technology to select between certain modes of a disk drive's operations relating to speed and noise. A trial in the matter began on July 18, 2011 and concluded on July 26, 2011 with a verdict against WD and HGST in an amount that is not material to the Company's financial position, results of operations or cash flows, for which the Company previously recorded an accrual. WD and HGST filed post-trial motions challenging the verdict. On January 17, 2014 and February 11, 2015, the Court denied WD's and HGST's post-trial motions. On March 13, 2015, WD and HGST filed Notices of Appeal with the United States District Court for the Federal Circuit ("Federal Circuit"). On April 16, 2015, Convolve filed a motion for reconsideration of the final judgment. WD and HGST intend to continue to defend themselves vigorously in this matter.

On August 1, 2011, plaintiff Guzik Technical Enterprises ("Guzik") filed a complaint in the Northern District of California against WD and various of its subsidiaries alleging infringement of U.S. Patent Nos. 6,023,145 and 6,785,085, breach of contract and misappropriation of trade secrets. The complaint sought injunctive relief and unspecified monetary damages, fees and costs. The patents asserted by Guzik allegedly related to devices used to test hard disk drive heads and media. On November 30, 2013, WD entered into a settlement agreement for an amount that is not material to the Company's financial position, results of operations or cash flows, for which the Company recorded an accrual. Guzik disputed the enforceability of the agreement and on December 27, 2013, WD filed a motion to enforce the agreement. The Court granted WD's motion to enforce the settlement agreement on March 21, 2014. On April 14, 2014, Guzik filed a Notice of Appeal with the Federal Circuit. On January 9, 2015, the Federal Circuit affirmed the Court's decision granting WD's motion to enforce the settlement agreement. This matter is now resolved.

On March 24, 2014, plaintiff Steven F. Reiber ("Reiber") filed a complaint in the Eastern District of California against the Company, alleging infringement of U.S. Patent Nos. 7,124,927 and 7,389,905. On September 16, 2014, Reiber filed an amended complaint in the Eastern District of California against the Company alleging infringement of three additional patents-U.S. Patent Nos. 6,935,548, 6,651,864, and 6,354,479. Reiber alleges that WD products (including hard disk drive heads, head gimbal assemblies, head stack assemblies and SSDs) infringe these patents based on the allegation that the manufacturing of these products involves the use of certain bonding tools (e.g., wire-bonding tips, capillary tips, and flip-chip handling tools) that have electrically "dissipative" properties, and which are used when bonding components, such as leads, wires and flip chips. The complaint seeks an injunction, unspecified monetary damages, interests, fees and costs. The Company intends to defend itself vigorously in this matter.

On October 20, 2014, plaintiff SOTA Semiconductor LLC ("SOTA") filed a complaint in the Central District of California against the Company, Marvell Semiconductor, Inc., Belkin International, Inc., Dell Inc., Hewlett-Packard Company, Hisense USA Corp., Konica Minolta Business Solutions U.S.A., Inc., Lenovo (United States) Inc., Netgear, Inc., Samsung Electronics America, Inc., and Seagate Technology LLC, alleging infringement of U.S. Patent No. 5,991,545. SOTA alleged that the Company's devices that incorporate Marvell Thumb Processors, including WD's My Cloud EX2 network attached storage devices, which include model numbers WDBVKW0080JCH, WDBVKW0060JCH, WDBVKW0040JCH and WDBVKW0000NCH, infringe the '545 patent. The complaint sought unspecified monetary damages, interest, fees, costs and expenses. On December 12, 2014, the Company filed an answer and counterclaims to SOTA's complaint. On February 23, 2015, the Court dismissed the action against the Company with prejudice. This matter is now resolved.

Seagate Matter

On October 4, 2006, plaintiff Seagate Technology LLC ("Seagate") filed an action in the District Court of Hennepin County, Minnesota, naming as defendants WD and one of its now former employees previously employed by Seagate. The complaint in the action alleged claims based on misappropriation of trade secrets and sought injunctive relief and unspecified monetary damages, interest, fees and costs. On June 19, 2007, WD's former employee filed a demand for arbitration with the American Arbitration Association.

On January 23, 2012, the arbitrator issued a total final award, including pre-award interest of $630.4 million. On January 23, 2012, WD filed a petition in the District Court of Hennepin County, Minnesota to have the final arbitration award vacated, and, on October 12, 2012, the District Court of Hennepin County, Minnesota vacated, in full, the $630.4 million final arbitration award, ordering that a rehearing be held concerning the alleged trade secret claims before a new arbitrator.

Seagate appealed the District Court decision to the Minnesota Court of Appeals. On July 22, 2013, the Minnesota Court of Appeals reversed the District Court's decision and remanded for entry of an order and judgment confirming the arbitration award. On August 20, 2013, the Company filed a petition for review with the Minnesota Supreme Court and, on October 15, 2013, the Minnesota Supreme Court granted the Company's petition. On October 8, 2014, the Minnesota Supreme Court affirmed the decision of the Minnesota Court of Appeals. Because the Minnesota Supreme Court's decision is not subject to appeal, on October 14, 2014, the Company paid Seagate $773.4 million to satisfy the full amount of the final arbitration award plus interest accrued through October 13, 2014. This amount was paid during the quarter ended January 2, 2015 by one of the Company's foreign subsidiaries using cash held outside of the United States.

Seagate disputes the method the Company used for calculating post-award interest and contends that the Company owes Seagate approximately $29 million in additional interest. The Company denies Seagate's contention and believes it calculated interest properly in accordance with the arbitration award. On November 12, 2014, the Company filed a motion with the District Court seeking an order declaring that WD has paid to Seagate all amounts due under the arbitration award, including all pre-award and post-award interest, and all costs and disbursements assessed by the Minnesota Court of Appeals and the Minnesota Supreme Court. On December 23, 2014, Seagate filed a cross-motion seeking entry of judgment in the amount of $29 million, plus daily interest from October 15, 2014 until the date any judgment is paid. Both parties' motions were fully briefed and, on January 9, 2015, the District Court heard oral argument on both motions. On April 7, 2015, the District Court granted the Company's motion and declared that all amounts due and owing from the Company to Seagate have been paid, and a corresponding judgment was entered on April 8, 2015. On May 6, 2015, Seagate appealed the decision and judgment to the Minnesota Court of Appeals. The Company will continue to defend itself vigorously in this matter.

Other Matters

On December 22, 2011, the German Central Organization for Private Copying Rights (Zentralstelle für private Überspielungsrechte), ("ZPÜ"), an organization consisting of several copyright collecting societies, instituted arbitration proceedings against Western Digital's German subsidiary ("WD Germany") before the Copyright Arbitration Board ("CAB") claiming copyright levies for multimedia hard drives, external hard drives and network hard drives sold or introduced into commerce in Germany by WD Germany from January 2008 through December 2010. The CAB, which was required to issue a settlement proposal within one year of the initiation of the action, failed to do so and requested the parties consent to continue the deadline. WD Germany declined to provide consent and, on February 1, 2013, WD Germany filed a declaratory relief action against ZPÜ in the Higher Regional Court of Munich (the "Higher Court"), seeking an order from the court to determine the copyright levy issue. On May 21, 2013, ZPÜ filed a counter-claim against WD Germany with the Higher Court, seeking copyright levies for multimedia hard drives, external hard drives and network hard drives (collectively, "Covered Products") sold or introduced into commerce from January 2008 through December 2010 based on tariffs published by ZPÜ on November 3, 2011. On May 22, 2014, oral argument on the pleadings occurred. On January 15, 2015, the Higher Court ruled in favor of ZPÜ. In its ruling, the Higher Court declared that WD Germany must pay certain levies on certain WD products which it sold in Germany between January 1, 2008 and December 31, 2010. The judgment specifies levy amounts on certain WD products sold from 2008 to 2010 and directs WD Germany to provide applicable sales data to the ZPÜ. The exact amount of the judgment has not been determined. ZPÜ and WD Germany filed appeals with the German Federal Court of Justice on February 18 and February 20, 2015, respectively. WD intends to defend itself vigorously in this matter.

On December 11, 2014, ZPÜ submitted a pleading to the CAB seeking copyright levies for multimedia hard drives, external hard drives and network hard drives sold or introduced into commerce in Germany by WD Germany from January 1, 2012 to December 31, 2013. WD intends to defend itself vigorously in this matter.

The Company has recorded an accrual for German copyright levies in an amount that is not material to the Company's financial position, results of operations or cash flows. It is reasonably possible that the Company may incur losses totaling up to $90 million, including the amounts accrued.

In the normal course of business, the Company is subject to other legal proceedings, lawsuits and other claims. Although the ultimate aggregate amount of probable monetary liability or financial impact with respect to these other matters is subject to many uncertainties and is therefore not predictable with assurance, management believes that any monetary liability or financial impact to the Company from these other matters, individually and in the aggregate, would not be material to the Company's financial condition, results of operations or cash flows. However, there can be no assurance with respect to such result, and monetary liability or financial impact to the Company from these other matters could differ materially from those projected.

6. Income Taxes

The Company's income tax provision for the three and nine months ended April 3, 2015 was $28 million and $85 million, respectively, as compared to $31 million and $105 million in the respective prior-year periods. The Company's tax provision for the nine months ended April 3, 2015 reflects a tax benefit of $16 million resulting from the retroactive extension of the U.S. Federal R&D tax credit that was signed into law on December 19, 2014. The differences between the effective tax rate and the U.S. Federal statutory rate are primarily due to tax holidays in Malaysia, the Philippines, Singapore and Thailand that expire at various dates from 2015 through 2025 and the current year generation of income tax credits.

In the three months ended April 3, 2015, the Company recorded a net increase of $16 million in its liability for unrecognized tax benefits. In the nine months ended April 3, 2015, the Company recorded a net increase of $32 million in its liability for unrecognized tax benefits. As of April 3, 2015, the Company's liability for unrecognized tax benefits was approximately $332 million. Interest and penalties recognized on such amounts were not material to the condensed consolidated financial statements during the three and nine months ended April 3, 2015.

The Internal Revenue Service ("IRS") previously completed its field examination of the Company's federal income tax returns for fiscal years 2006 and 2007, and the Company and the IRS reached agreement with respect to all matters except on the proposed adjustments to income before income taxes relating to intercompany payable balances. The proposed adjustments relating to intercompany payable balances for fiscal years 2006 and 2007 will be addressed in conjunction with the IRS's examination of the Company's fiscal years 2008 and 2009, which commenced in January 2012. In addition, in January 2012, the IRS commenced an examination of the 2007 fiscal period ended September 5, 2007 of Komag, Incorporated, which was acquired by the Company on September 5, 2007. The Company anticipates that the IRS fieldwork will be completed in the first quarter of fiscal year 2016. With respect to the 2008 and 2009 audit, the Company received a notice of proposed adjustment from the IRS relating to intercompany payable balances. The proposed adjustments to income before income taxes relating to intercompany payable balances for fiscal years 2006, 2007, 2008 and 2009 total approximately $200 million. The Company disagrees with the proposed adjustments, believes that its tax position is properly supported and will vigorously contest the position taken by the IRS. The IRS examined calendar years 2010 and 2011 of HGST, which was acquired by the Company on March 8, 2012, and completed the examination with no material adjustments.

The Company believes that adequate provision has been made for any adjustments that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty. If any issues addressed in the Company's tax audits are resolved in a manner not consistent with management's expectations, the Company could be required to adjust its provision for income taxes in the period such resolution occurs. As of April 3, 2015, it was not possible to estimate the amount of change, if any, in the unrecognized tax benefits that is reasonably possible within the next twelve months. Any significant change in the amount of the Company's liability for unrecognized tax benefits would most likely result from additional information or settlements relating to the examination of the Company's tax returns.

7. Fair Value Measurements

Financial assets and liabilities that are remeasured and reported at fair value at each reporting period are classified and disclosed in one of the following three levels:

Level 1. Quoted prices in active markets for identical assets or liabilities.

Level 2. Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3. Inputs that are unobservable for the asset or liability and that are significant to the fair value of the assets or liabilities.

The following table presents information about the Company's financial assets and liabilities that are measured at fair value on a recurring basis as of April 3, 2015, and indicates the fair value hierarchy of the valuation techniques utilized to determine such value (in millions):

	Fair Value Measurements at Reporting Date Using			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Cash equivalents:				
Money market funds	$ 758	$ —	$ —	$ 758
Total cash equivalents	758	—	—	758
Short-term investments:				
U.S. Government agency securities	—	26	—	26
Commercial paper	—	154	—	154
Certificates of deposit	—	48	—	48
Total short-term investments	—	228	—	228
Long-term investments:				
U.S. Treasury securities	—	204	—	204
U.S. Government agency securities	—	90	—	90
Total long-term investments	—	294	—	294
Foreign exchange contracts	—	2	—	2
Total assets at fair value	$ 758	$ 524	$ —	$ 1,282
Liabilities:				
Foreign exchange contracts	$ —	$ 17	$ —	$ 17
Total liabilities at fair value	$ —	$ 17	$ —	$ 17

The following table presents information about the Company's financial assets and liabilities that are measured at fair value on a recurring basis as of June 27, 2014, and indicates the fair value hierarchy of the valuation techniques utilized to determine such value (in millions):

	Fair Value Measurements at Reporting Date Using			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Cash equivalents:				
Money market funds	$ 756	$ —	$ —	$ 756
Bank acceptances	—	1	—	1
Total cash equivalents	756	1	—	757
Short-term investments:				
U.S. Government agency securities	—	53	—	53
Commercial paper	—	165	—	165
Certificates of deposit	—	66	—	66
Total short-term investments	—	284	—	284
Long-term investments:				
U.S. Treasury securities	—	180	—	180
U.S. Government agency securities	—	35	—	35
Total long-term investments	—	215	—	215
Foreign exchange contracts	—	7	—	7
Total assets at fair value	$ 756	$ 507	$ —	$ 1,263
Liabilities:				
Foreign exchange contracts	$ —	$ 2	$ —	$ 2
Total liabilities at fair value	$ —	$ 2	$ —	$ 2

Money Market Funds. The Company’s money market funds are funds that invest in U.S. Treasury and U.S. Government Agency securities and are recorded within cash and cash equivalents in the condensed consolidated balance sheets. Money market funds are valued based on quoted market prices.

Certificates of Deposit. The Company’s certificates of deposit are investments which are held in custody by a third party and recorded within short-term investments in the condensed consolidated balance sheets. Certificates of deposit are valued using fixed interest rates.

Commercial Paper. The Company’s commercial paper securities are investment grade debt issued by corporations which are held in custody by a third party with original maturities of twelve months or less and are recorded within cash and cash equivalents or short-term investments in the condensed consolidated balance sheets depending on their original maturities. Commercial paper securities are valued using a market approach which is based on observable inputs including market interest rates from multiple pricing sources.

U.S. Government Agency Securities. The Company’s U.S. Government agency securities are investments in fixed income securities sponsored by the U.S. Government and are held in custody by a third party and recorded within cash and cash equivalents, short-term investments or other non-current assets in the condensed consolidated balance sheets depending on their original maturities. U.S. Government agency securities are valued using a market approach which is based on observable inputs including market interest rates from multiple pricing sources.

U.S. Treasury Securities. The Company’s U.S. Treasury securities are direct obligations of the U.S. federal government, are held in custody by a third party and are recorded within other non-current assets in the condensed consolidated balance sheets. U.S. Treasury securities are valued using a market approach which is based on observable inputs including market interest rates from multiple pricing sources.

Bank Acceptances. The Company’s bank acceptances are held in custody by a third party and recorded within cash and cash equivalents in the condensed consolidated balance sheets. Bank acceptances are valued using a market approach which is based on observable inputs including market interest rates from multiple pricing sources.

Foreign Exchange Contracts. The Company’s foreign exchange contracts are short-term contracts to hedge the Company’s foreign currency risk. Foreign exchange contracts are classified within other current assets and liabilities in the condensed consolidated balance sheets. For contracts that have a right of offset by its individual counterparties under master netting arrangements, the Company presents its foreign exchange contracts on a net basis by counterparty in the condensed consolidated balance sheets. For more information on the Company's foreign exchange contracts, see Note 8. Foreign exchange contracts are valued using an income approach that is based on a present value of future cash flows model. The market-based observable inputs for the model include forward rates and credit default swap rates.

The carrying amounts of cash, accounts receivable, accounts payable and accrued expenses approximate fair value for all periods presented because of the short-term maturity of these assets and liabilities. The carrying amount of debt approximates fair value because of its variable interest rate.

8. Foreign Exchange Contracts

Although the majority of the Company’s transactions are in U.S. dollars, some transactions are based in various foreign currencies. The Company purchases short-term, foreign exchange contracts to hedge the impact of foreign currency exchange fluctuations on certain underlying assets, liabilities and commitments for operating expenses and product costs denominated in foreign currencies. The purpose of entering into these hedging transactions is to minimize the impact of foreign currency fluctuations on the Company’s results of operations. These contract maturity dates do not exceed 12 months. All foreign exchange contracts are for risk management purposes only. The Company does not purchase foreign exchange contracts for trading purposes. As of April 3, 2015, the Company had outstanding foreign exchange contracts with commercial banks for British Pound Sterling, Euro, Japanese Yen, Malaysian Ringgit, Philippine Peso, Singapore Dollar and Thai Baht, which were designated as either cash flow or fair value hedges.

If the derivative is designated as a cash flow hedge, the effective portion of the change in fair value of the derivative is initially deferred in other comprehensive income (loss), net of tax. These amounts are subsequently recognized into earnings when the underlying cash flow being hedged is recognized into earnings. Recognized gains and losses on foreign exchange contracts entered into for manufacturing-related activities are reported in cost of revenue and presented within cash flow from operations. Hedge effectiveness is measured by comparing the hedging instrument’s cumulative change in fair value from inception to maturity to the underlying exposure’s terminal value. The Company determined the ineffectiveness associated with its cash flow hedges to be immaterial to the condensed consolidated financial statements for the three and nine months ended April 3, 2015 and March 28, 2014.

A change in the fair value of fair value hedges is recognized in earnings in the period incurred and is reported as a component of cost of revenue or operating expenses, depending on the nature of the underlying hedged item. All fair value hedges were determined to be effective as of April 3, 2015 and June 27, 2014. The changes in fair value on these contracts were immaterial to the condensed consolidated financial statements during the three and nine months ended April 3, 2015 and March 28, 2014.

As of April 3, 2015, the net amount of unrealized losses with respect to the Company's foreign exchange contracts that is expected to be reclassified into earnings within the next 12 months was $10 million. In addition, as of April 3, 2015, the Company did not have any foreign exchange contracts with credit-risk-related contingent features. The Company opened $1.5 billion and $3.5 billion, and closed $1.3 billion and $3.5 billion, in foreign exchange contracts in the three and nine months ended April 3, 2015, respectively. In addition, the Company opened $1.0 billion and $3.7 billion, and closed $1.2 billion and $3.8 billion, in foreign exchange contracts in the three and nine months ended March 28, 2014, respectively. The fair value and balance sheet location of the Company's foreign exchange contracts as of April 3, 2015 and June 27, 2014 were as follows (in millions):

	Asset Derivatives				Liability Derivatives			
	April 3, 2015		June 27, 2014		April 3, 2015		June 27, 2014	
Derivatives Designated as Hedging Instruments	**Balance Sheet Location**	**Fair Value**	**Balance Sheet Location**	**Fair Value**	**Balance Sheet Location**	**Fair Value**	**Balance Sheet Location**	**Fair Value**
Foreign exchange contracts	Other current assets	$ 2	Other current assets	$ 7	Accrued expenses	$ 17	Accrued expenses	$ 2

The following table presents the gross amounts of the Company's derivative instruments, amounts offset due to master netting arrangements with the Company's various counterparties, and the net amounts recognized in the condensed consolidated balance sheet as of April 3, 2015 (in millions):

Derivatives Designated as Hedging Instruments	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset in the Balance Sheet	Net Amounts of Assets (Liabilities) Presented in the Balance Sheet
Foreign exchange contracts			
Financial assets	$ 6	$ (4)	$ 2
Financial liabilities	(21)	4	(17)
Total derivative instruments	$ (15)	$ —	$ (15)

The following table presents the gross amounts of the Company's derivative instruments, amounts offset due to master netting arrangements with the Company's various counterparties, and the net amounts recognized in the condensed consolidated balance sheet as of June 27, 2014 (in millions):

Derivatives Designated as Hedging Instruments	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset in the Balance Sheet	Net Amounts of Assets (Liabilities) Presented in the Balance Sheet
Foreign exchange contracts			
Financial assets	$ 9	$ (2)	$ 7
Financial liabilities	(4)	2	(2)
Total derivative instruments	$ 5	$ —	$ 5

The impact on the condensed consolidated financial statements was as follows (in millions):

	Amount of Gain (Loss) Recognized in Accumulated OCI on Derivatives				Location of Gain (Loss) Reclassified from Accumulated OCI into Income	Amount of Gain (Loss) Reclassified From Accumulated OCI into Income			
	Three Months Ended	Nine Months Ended	Three Months Ended	Nine Months Ended		Three Months Ended	Nine Months Ended	Three Months Ended	Nine Months Ended
Derivatives in Cash Flow Hedging Relationships	April 3, 2015		March 28, 2014			April 3, 2015		March 28, 2014	
Foreign exchange contracts	$ 19	$ (39)	$ 13	$ 2	Cost of revenue	$ (10)	$ (24)	$ (32)	$ (29)

The total net realized transaction and foreign exchange contract currency gains and losses were not material to the condensed consolidated financial statements during the three and nine months ended April 3, 2015 and March 28, 2014.

9. Stock-Based Compensation

Stock-Based Compensation Expense

During the three and nine months ended April 3, 2015, the Company recognized in expense $17 million and $53 million, respectively, for stock-based compensation related to the vesting of options issued under the Company's stock plans and the ESPP, as compared to $24 million and $69 million in the respective prior-year periods. The tax benefit realized as a result of the aforementioned stock-based compensation expense was $8 million and $20 million in the three and nine months ended April 3, 2015, respectively, as compared to $6 million and $17 million in the three and nine months ended March 28, 2014, respectively. As of April 3, 2015, total compensation cost related to unvested stock options and ESPP rights issued to employees but not yet recognized was $111 million and will be amortized on a straight-line basis over a weighted average service period of approximately 2.1 years.

During the three and nine months ended April 3, 2015, the Company recognized in expense $21 million and $64 million, respectively, for stock-based compensation related to the vesting of awards of RSUs and performance stock unit awards, issued under the Company's stock plans, as compared to $17 million and $56 million in the respective prior-year periods. The tax benefit realized as a result of the aforementioned stock-based compensation expense was $6 million and $17 million in the three and nine months ended April 3, 2015, respectively, as compared to $5 million and $14 million in the three and nine months ended March 28, 2014, respectively. As of April 3, 2015, the aggregate unamortized fair value of all unvested RSUs was $141 million, which will be recognized on a straight-line basis over a weighted average vesting period of approximately 1.5 years.

During the three and nine months ended April 3, 2015, the Company recognized a $9 million benefit and $3 million expense, respectively, related to adjustments to market value as well as the vesting of stock appreciation rights ("SARs"), as compared to $11 million expense and $35 million expense in the respective prior-year periods. The tax expense and tax benefit realized as a result of the aforementioned SARs expense was $2 million and $1 million in the three and nine months ended April 3, 2015, respectively, as compared to a $2 million benefit and $7 million benefit in the three and nine months ended March 28, 2014, respectively. The SARs will be settled in cash upon exercise. As a result, the Company had a total liability of $50 million related to SARs included in accrued expenses in the condensed consolidated balance sheet as of April 3, 2015. As of April 3, 2015, all SARs issued to employees were fully vested and are now solely subject to market price fluctuations.

Stock Option Activity

The following table summarizes stock option activity under the Company's stock option plans (in millions, except per share amounts and remaining contractual lives):

	Number of Shares	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value
Options outstanding at June 27, 2014	10.1	$ 37.03		
Granted	1.2	100.06		
Exercised	(1.3)	31.04		
Options outstanding at October 3, 2014	10.0	45.16		
Exercised	(1.1)	32.14		
Canceled or expired	(0.1)	32.53		
Options outstanding at January 2, 2015	8.8	47.01		
Assumed in acquisition	0.1	3.49		
Exercised	(1.0)	32.26		
Canceled or expired	(0.2)	58.23		
Options outstanding at April 3, 2015	7.7	$ 48.48	4.5	$ 358
Exercisable at April 3, 2015	3.5	$ 34.15	3.2	$ 215
Vested and expected to vest after April 3, 2015	7.6	$ 47.91	4.5	$ 355

If an option has an exercise price that is less than the quoted price of the Company's common stock at the particular time, the aggregate intrinsic value of that option at that time is calculated based on the difference between the exercise price of the underlying options and the quoted price of the Company's common stock at that time. As of April 3, 2015, the Company had options outstanding to purchase an aggregate of 6.4 million shares with an exercise price below the quoted price of the

Company’s stock on that date resulting in an aggregate intrinsic value of $358 million at that date. During the three and nine months ended April 3, 2015, the aggregate intrinsic value of options exercised under the Company’s stock option plans was $73 million and $236 million, respectively, determined as of the date of exercise, as compared to $60 million and $164 million in the respective prior-year periods.

RSU Activity

The following table summarizes RSU activity under the Company's stock plans (in millions, except weighted average grant date fair value):

	Number of Shares	Weighted Average Grant-Date Fair Value
RSUs outstanding at June 27, 2014	3.7	$ 49.77
Granted	1.1	100.07
Vested	(1.5)	40.57
RSUs outstanding at October 3, 2014	3.3	70.88
Granted*	—	101.27
Vested	(0.1)	48.25
Forfeited*	—	64.09
RSUs outstanding at January 2, 2015	3.2	72.15
Granted	0.1	101.84
Vested	(0.1)	51.75
Forfeited	(0.1)	64.65
RSUs outstanding at April 3, 2015	3.1	$ 73.54
Expected to vest after April 3, 2015	3.0	$ 73.07

* Shares were immaterial for rounding purposes.

The fair value of each RSU is the market price of the Company’s stock at the date of grant. RSUs are generally payable in an equal number of shares of the Company’s common stock at the time of vesting of the units. The grant-date fair value of the shares underlying the RSU awards at the date of grant was $8 million and $124 million in the three and nine months ended April 3, 2015, respectively. These amounts are being recognized to expense over the corresponding vesting periods. The Company has assumed a forfeiture rate of 4.6% and 4.4% for the three and nine months ended April 3, 2015, respectively, based on a historical analysis indicating forfeitures for these types of awards.

SARs Activity

The share-based compensation liability for SARs is recognized for the portion of fair value for which service has been rendered at the reporting date. As of April 3, 2015, 0.6 million SARs were outstanding with a weighted average exercise price of $8.02. There were no SARs granted and all other SARs activity was immaterial to the condensed consolidated financial statements for the three and nine months ended April 3, 2015.

Fair Value Disclosure — Binomial Model

The fair value of stock options granted is estimated using a binomial option-pricing model. The binomial model requires the input of highly subjective assumptions. The Company uses historical data to estimate exercise, employee termination, and expected stock price volatility within the binomial model. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of grant. The fair value of stock options granted was estimated using the following weighted average assumptions:

	Three Months Ended		Nine Months Ended	
	April 3, 2015	**March 28, 2014**	**April 3, 2015**	**March 28, 2014**
Suboptimal exercise factor	**2.65**	2.29	**2.52**	2.06
Range of risk-free interest rates	**0.21% to 1.60%**	0.13% to 2.31%	**0.11% to 2.16%**	0.10% to 2.44%
Range of expected stock price volatility	**0.25 to 0.45**	0.27 to 0.48	**0.23 to 0.47**	0.27 to 0.50
Weighted average expected volatility	**0.34**	0.39	**0.36**	0.43
Post-vesting termination rate	**1.04%**	3.29%	**1.25%**	3.09%
Dividend yield	**2.15%**	1.34%	**1.69%**	1.57%
Fair value	**$28.87**	$28.78	**$32.22**	$24.06

The weighted average expected term of the Company’s stock options granted during the three and nine months ended April 3, 2015 was 5.3 years and 5.8 years, respectively, compared to 5.6 years and 5.0 years in the respective prior-year periods.

Fair Value Disclosure — Black-Scholes-Merton Model

The fair value of ESPP purchase rights issued is estimated at the date of grant of the purchase rights using the Black-Scholes-Merton option-pricing model. The Black-Scholes-Merton option-pricing model requires the input of highly subjective assumptions such as the expected stock price volatility and the expected period until options are exercised. Purchase rights under the current ESPP are granted on either June 1 or December 1 of each year. ESPP activity was immaterial to the condensed consolidated financial statements for the three and nine months ended April 3, 2015 and March 28, 2014.

Stock Repurchase Program

The Company's Board of Directors previously authorized $3.0 billion for the repurchase of the Company's common stock. On February 3, 2015, the Company's Board of Directors authorized an additional $2.0 billion for the repurchase of its common stock and approved the extension of its stock repurchase program to February 3, 2020. The Company repurchased 2.2 million and 7.6 million shares, respectively, for a total cost of $240 million and $772 million during the three and nine months ended April 3, 2015, respectively. The remaining amount available to be purchased under the Company’s stock repurchase program as of April 3, 2015 was $2.4 billion. The Company may continue to repurchase its stock as it deems appropriate. Repurchases under the stock repurchase program may be made in the open market or in privately negotiated transactions and may be made under a Rule 10b5-1 plan. The Company expects stock repurchases to be funded principally by operating cash flows and borrowings under the Company's Credit Agreement.

Dividends to Shareholders

On September 13, 2012, the Company announced that its Board of Directors had authorized the adoption of a quarterly cash dividend policy. Under the cash dividend policy, holders of the Company’s common stock receive dividends when and as declared by the Company’s Board of Directors. In the three months ended April 3, 2015, the Company declared a cash dividend of $0.50 per share as of April 3, 2015, totaling $116 million, which was paid on April 16, 2015. In the nine months ended April 3, 2015, the Company declared cash dividends of $1.30 per share for a total of $280 million. On May 5, 2015, the Company declared a cash dividend of $0.50 per share as of July 3, 2015, which will be paid on July 15, 2015. The Company may modify, suspend or cancel its cash dividend policy in any manner and at any time.

10. Pensions and Other Post-retirement Benefit Plans

The Company’s principal pension and other post-retirement benefit plans are in Japan. All pension and other post-retirement benefit plans outside of the Company’s Japanese plans were immaterial to the Company’s condensed consolidated financial statements for the three and nine months ended April 3, 2015 and March 28, 2014. The expected long-term rate of return on the Japanese plan assets is 3.5%.

The following table presents the unfunded status of the benefit obligations and Japanese plan assets (in millions):

	April 3, 2015	June 27, 2014
Benefit obligation	**$ 219**	$ 255
Fair value of plan assets	**(171)**	(191)
Unfunded status	**$ 48**	$ 64

The following table presents the unfunded amounts as recognized on the Company’s condensed consolidated balance sheets (in millions):

	April 3, 2015	June 27, 2014
Current liabilities	**$ 1**	$ 1
Non-current liabilities	**47**	63
Net amount recognized	**$ 48**	$ 64

The net periodic benefit cost of the Company’s pension plans was not material to the condensed consolidated financial statements for the three and nine months ended April 3, 2015 and March 28, 2014. The Company’s expected employer contribution for its Japanese defined benefit pension plans is $11 million in fiscal 2015.

11. Acquisitions

The condensed consolidated financial statements include the results of operations of acquired companies commencing after their respective acquisition dates. Disclosed below are those acquisitions which have a significant impact to these condensed consolidated financial statements.

Acquisition of Amplidata

On March 9, 2015, the Company acquired Amplidata NV (“Amplidata”), a developer of object storage software for public and private cloud data centers. As a result of the acquisition, Amplidata was fully integrated into the Company's HGST subsidiary and became a wholly owned indirect subsidiary of the Company. The purchase price of the acquisition was approximately $264 million, consisting of $245 million funded with available cash at the time of the acquisition and $19 million related to the fair value of a previously-held cost method investment. The acquisition is expected to further HGST's strategy to expand into higher value data storage platforms and systems that address the growth in storage requirements in cloud data centers.

The Company identified and recorded the assets acquired and liabilities assumed at their estimated fair values at the date of acquisition, and allocated the remaining value of $173 million to goodwill. The values assigned to the acquired assets and liabilities are based on preliminary estimates of fair value available as of the date of this Quarterly Report on Form 10-Q, and may be adjusted during the measurement period of up to 12 months from the date of the acquisition as further information becomes available with any changes in the fair values potentially resulting in adjustments to goodwill. The individual tangible and intangible assets acquired as well as the liabilities assumed in the acquisition were immaterial to the Company's condensed consolidated financial statements.

The preliminary purchase price allocation for Amplidata was as follows (in millions):

Tangible assets acquired and liabilities assumed	$ 4
Intangible assets	87
Goodwill	173
Total	$ 264

The $173 million of goodwill recognized is primarily attributable to the benefits the Company expects to derive from an ability to create hard disk drive storage solutions leveraging the core software acquired and is not expected to be deductible for tax purposes. The impact to revenue and net income attributable to Amplidata was immaterial to the Company’s condensed consolidated financial statements for the three and nine months ended April 3, 2015.

Prior to the acquisition date, the Company held a non-controlling interest in Amplidata accounted for under the cost method of accounting. Upon acquiring the outstanding ownership stake in Amplidata, the Company remeasured its original equity interest to its fair value using the income approach, which utilizes estimates of discounted future cash flows, and recognized a $9 million gain during the three months ended April 3, 2015, which was recorded as a component of the employee termination benefits, asset impairments and other charges line item within the condensed consolidated statements of income.

Acquisition of Virident

On October 17, 2013, the Company acquired Virident Systems, Inc. ("Virident"), a provider of server-side flash storage solutions for virtualization, database, cloud computing and webscale applications. As a result of the acquisition, Virident has been fully integrated into the Company's HGST subsidiary and became a wholly-owned indirect subsidiary of the Company. The acquisition furthered HGST's strategy to address the rapidly changing needs of enterprise customers by delivering intelligent storage solutions that maximize application performance by leveraging the tightly coupled server, storage and network resources of today's converged datacenter infrastructures.

The values assigned to the acquired assets and liabilities were finalized during the three months ended June 27, 2014, and the final purchase price allocation for Virident was as follows (in millions):

Tangible assets acquired and liabilities assumed	$	58
Intangible assets		49
Goodwill		506
Total	$	613

Acquisition of sTec

On September 12, 2013, the Company completed its acquisition of sTec, Inc. ("sTec"), a provider of enterprise solid-state drives. As a result of the acquisition, sTec has been fully integrated into the Company's HGST subsidiary and became a wholly-owned indirect subsidiary of the Company. The acquisition augmented HGST's existing solid-state storage capabilities.

The values assigned to the acquired assets and liabilities were finalized during the three months ended October 3, 2014, and the final purchase price allocation for sTec was as follows (in millions):

Tangible assets acquired and liabilities assumed	$	189
Intangible assets		58
Goodwill		89
Total	$	336

12. Employee Termination, Asset Impairment and Other Charges

The Company periodically incurs charges to realign its operations with anticipated market demand. The employee termination, asset impairment and other charges line item within the Company's condensed consolidated statements of income consisted of the following:

	Three Months Ended				Nine Months Ended			
	April 3, 2015		March 28, 2014		April 3, 2015		March 28, 2014	
Employee termination benefits	$	17	$	6	$	60	$	27
Impairment of assets		2		17		21		26
Contract termination and other		(9)		2		(9)		6
Total	$	10	$	25	$	72	$	59

The following table provides a rollforward of those amounts recorded as liabilities within the Company's condensed consolidated balance sheets:

	June 27, 2014		Accruals		Payments		April 3, 2015	
Employee termination benefits	$	7	$	60	$	(41)	$	26

13. Thailand Flooding

In October 2011, severe flooding in Thailand inundated all of the Company's Thailand manufacturing facilities and submerged certain equipment located there. The Company maintains insurance coverage that provides property and business interruption coverage in the event of losses arising from flooding. As a result, the Company received a total of $50 million of insurance recoveries, of which $13 million was received previously and $37 million was received in the three months ended January 2, 2015 and recorded as a component of the selling, general and administrative line item within the Company's condensed consolidated statements of income. All flood-related claims submitted by the Company to its insurers were closed as of January 2, 2015.

14. Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2015-03, "Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs" ("ASU 2015-03"). The new standard requires debt issuance costs related to a recognized debt liability to be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The new standard is effective for fiscal years and interim periods within those fiscal years, beginning after December 15, 2015, which for the Company is the first quarter of fiscal 2017. The Company does not expect the adoption of ASU 2015-03 to have a material effect on its condensed consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, "Revenue from Contracts with Customers" ("ASU 2014-09"), which amends the guidance in former Accounting Standards Codification Topic 605, "Revenue Recognition," to provide a single, comprehensive revenue recognition model for all contracts with customers. The new standard requires an entity to recognize revenue in a manner that depicts the transfer of promised goods or services to customers in amounts that reflect the consideration to which an entity expects to be entitled in exchange for those goods or services. The new standard also requires entities to enhance disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The new standard allows for either a full retrospective or a modified retrospective transition method and is effective for fiscal years beginning after December 15, 2016, which for the Company is the first quarter of fiscal 2018. Additionally, the FASB recently proposed a one-year deferral period for the effective date of the new standard, which the Company will evaluate if or when the deferral proposal is approved. The Company has not yet selected a transition method and is currently evaluating the impact ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In July 2013, the FASB issued ASU 2013-11, "Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists" ("ASU 2013-11"). The new standard requires the presentation of certain unrecognized tax benefits as reductions to deferred tax assets rather than as liabilities in the consolidated balance sheets when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The new standard is effective for fiscal years and interim periods within those fiscal years, beginning after December 15, 2013, which for the Company was the first quarter of fiscal 2015. The Company adopted this pronouncement in the first quarter of fiscal 2015, and it did not have a material effect on its condensed consolidated financial statements.

Item 2. *MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS*

You should read this information in conjunction with the unaudited condensed consolidated financial statements and the notes thereto included in this Quarterly Report on Form 10-Q, and the audited consolidated financial statements and notes thereto and Part II, Item 7, contained in our Annual Report on Form 10-K for the year ended June 27, 2014.

Unless otherwise indicated, references herein to specific years and quarters are to our fiscal years and fiscal quarters. As used herein, the terms "we," "us," "our," and the "Company" refer to Western Digital Corporation and its subsidiaries.

Forward-Looking Statements

This document contains forward-looking statements within the meaning of the federal securities laws. Any statements that do not relate to historical or current facts or matters are forward-looking statements. You can identify some of the forward-looking statements by the use of forward-looking words, such as "may," "will," "could," "would," "project," "believe," "anticipate," "expect," "estimate," "continue," "potential," "plan," "forecast," and the like, or the use of future tense. Statements concerning current conditions may also be forward-looking if they imply a continuation of current conditions. Examples of forward-looking statements include, but are not limited to, statements concerning:

- *expectations regarding industry demand and shipments in the quarter ending July 3, 2015 and the expected impact on our revenue;*
- *expectations concerning the anticipated benefits of our acquisitions;*
- *demand for our products in the various markets and factors contributing to such demand;*
- *our position in the industry;*
- *our belief regarding our ability to capitalize on the expansion in, and our expectations regarding the growth and demand of, digital data;*
- *our plans to continue to develop new products and expand into new storage markets and into emerging economic markets;*

- *emergence of new storage markets for our products;*
- *emergence of competing storage technologies;*
- *our quarterly cash dividend policy;*
- *our share repurchase plans;*
- *our stock price volatility;*
- *our belief regarding our compliance with environmental laws and regulations;*
- *expectations regarding our external and internal supply base;*
- *our belief regarding component availability;*
- *expectations regarding the outcome of legal proceedings in which we are involved;*
- *our beliefs regarding tax benefits and the timing of future payments, if any, relating to the unrecognized tax benefits, and the adequacy of our tax provisions;*
- *contributions to our pension plans in fiscal 2015; and*
- *our beliefs regarding the sufficiency of our cash and cash equivalents to meet our working capital, capital expenditure and other cash needs.*

Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in the forward-looking statements. We urge you to carefully review the disclosures we make concerning risks and other factors that may affect our business and operating results, including those made in Part I, Item 1A of this Quarterly Report on Form 10-Q, and any of those made in our other reports filed with the SEC. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this document. We do not intend, and undertake no obligation, to publish revised forward-looking statements to reflect events or circumstances after the date of this document or to reflect the occurrence of unanticipated events.

Our Company

We are a leading developer, manufacturer and provider of data storage solutions that enable consumers, businesses, governments and other organizations to create, manage, experience and preserve digital content. Our product portfolio includes hard disk drives ("HDDs") and SSDs, direct attached storage solutions, personal cloud network attached storage solutions, and public and private cloud data center storage solutions. HDDs are our principal products and are today's primary storage medium for digital content, with the use of solid-state storage products growing rapidly. Our products are marketed under the HGST, WD and G-Technology brand names. We currently operate our global business through two independent subsidiaries due to regulatory requirements - HGST and WD.

Third Quarter Overview

In accordance with accounting principles generally accepted in the United States ("U.S. GAAP"), we include the operating results for acquired companies commencing after their respective acquisition dates. Accordingly, Amplidata, Virident and sTec have been included in our results of operations since their acquisition dates of March 9, 2015, October 17, 2013, and September 12, 2013, respectively.

Our fiscal year ends on the Friday nearest to June 30 and typically consists of 52 weeks. Approximately every six years, we report a 53-week fiscal year to align our fiscal year with the foregoing policy. Our fiscal third quarters ended April 3, 2015 and March 28, 2014 both consisted of 13 weeks. Fiscal year 2015 will be comprised of 53 weeks and will end on July 3, 2015.

For the quarter ended April 3, 2015, we believe that overall hard drive industry shipments totaled approximately 125 million units, down 9% from the prior-year period and down 11% from the second fiscal quarter. These decreases are the result of a softer demand environment largely driven by weak macroeconomic conditions.

The following table sets forth, for the periods presented, selected summary information from our condensed consolidated statements of income by dollars (in millions) and percentage of net revenue:

	Three Months Ended				Nine Months Ended			
	April 3, 2015		March 28, 2014		April 3, 2015		March 28, 2014	
Net revenue	**$ 3,550**	**100.0%**	$ 3,703	100.0%	**$ 11,381**	**100.0%**	$ 11,479	100.0%
Gross profit	**1,032**	**29.1**	1,076	29.1	**3,291**	**28.9**	3,331	29.0
Total operating expenses	**611**	**17.2**	657	17.7	**1,935**	**17.0**	1,892	16.5
Operating income	**421**	**11.9**	419	11.3	**1,356**	**11.9**	1,439	12.5
Net income	**384**	**10.8**	375	10.1	**1,245**	**10.9**	1,300	11.3

The following is a summary of our financial performance for the third quarter of fiscal 2015:

- Consolidated net revenue totaled $3.5 billion.
- Net revenue derived from enterprise SSDs was $224 million as compared to $134 million in the prior-year period.
- Hard drive unit shipments decreased 10% from the prior-year period to 54.5 million units.
- Gross margin remained flat at 29.1% compared to the prior-year period.
- Operating income was $421 million, an increase of $2 million from the prior-year period.
- We generated $684 million in cash flow from operations and we ended the quarter with $4.8 billion in cash and cash equivalents.

Results of Operations

Net Revenue

(in millions, except percentages and average selling price)	Three Months Ended April 3, 2015	Three Months Ended March 28, 2014	Percentage Change	Nine Months Ended April 3, 2015	Nine Months Ended March 28, 2014	Percentage Change
Net revenue	**$ 3,550**	$ 3,703	(4)%	**$ 11,381**	$ 11,479	(1)%
Average selling price (per unit)*	**$ 61**	$ 58	5 %	**$ 60**	$ 59	2 %
Revenues by Geography (%)						
Americas	**29%**	25%		**27%**	26%	
Europe, Middle East and Africa	**21**	21		**22**	21	
Asia	**50**	54		**51**	53	
Revenues by Channel (%)						
OEM	**64%**	62%		**64%**	63%	
Distributors	**23**	25		**23**	24	
Retailers	**13**	13		**13**	13	
Unit Shipments*						
PC	**32.3**	38.4		**108.6**	118.2	
Non-PC	**22.2**	22.0		**71.7**	68.0	
Total units shipped	**54.5**	60.4	(10)%	**180.3**	186.2	(3)%

* Based on sales of hard drive units only.

For the quarter ended April 3, 2015, net revenue was $3.5 billion, a decrease of 4% from the prior-year period. This decrease in revenue was primarily the result of client demand challenges largely driven by weak macroeconomic conditions. Total hard drive shipments decreased to 54.5 million units for the quarter ended April 3, 2015 as compared to 60.4 million units in the prior-year period. For the nine months ended April 3, 2015, net revenue was $11.4 billion, a decrease of 1% from the prior year period. Total hard drive shipments decreased to 180.3 million units for the nine months ended April 3, 2015 as compared to 186.2 million units in the prior-year period. For the quarter ended April 3, 2015, average selling price ("ASP") increased to $61 when compared with the prior-year period at $58. For the nine months ended April 3, 2015, ASP increased by $1 from the prior-year period, from $59 to $60.

Changes in revenue by geography and channel generally reflect fluctuations in market demand and competitive dynamics. For the three and nine months ended April 3, 2015, Hewlett-Packard Company accounted for approximately 10% and 11% of our net revenue, respectively. For both the three and nine months ended March 28, 2014, Hewlett-Packard Company accounted for approximately 11% of our net revenue.

Consistent with standard industry practice, we have sales incentive and marketing programs that provide customers with price protection and other incentives or reimbursements that are recorded as a reduction to gross revenue. Generally, total sales incentive and marketing programs range from 7% to 10% of gross revenues per quarter. For both the three and nine months ended April 3, 2015, these programs represented 10% of gross revenues, as compared to 8% in both respective prior-year periods. These amounts generally vary according to several factors, including industry conditions, seasonal demand, competitor actions, channel mix and overall availability of product. Changes in future customer demand and market conditions may require us to adjust our incentive programs as a percentage of gross revenue from the current range. Adjustments to revenues due to changes in accruals for these programs related to revenues reported in prior periods have averaged 0.7% of quarterly gross revenue since the first quarter of fiscal 2013.

Gross Margin

	Three Months Ended			Nine Months Ended		
(in millions, except percentages)	**April 3, 2015**	**March 28, 2014**	**Percentage Change**	**April 3, 2015**	**March 28, 2014**	**Percentage Change**
Net revenue	**$ 3,550**	$ 3,703	(4)%	**$ 11,381**	$ 11,479	(1)%
Gross profit	**1,032**	1,076	(4)%	**3,291**	3,331	(1)%
Gross margin	**29.1%**	29.1%		**28.9%**	29.0%	

For the three months ended April 3, 2015, gross margin remained flat with the prior-year period at 29.1%. For the nine months ended April 3, 2015, gross margin decreased to 28.9% as compared to 29.0% for the prior-year period.

Operating Expenses

	Three Months Ended			Nine Months Ended		
(in millions, except percentages)	**April 3, 2015**	**March 28, 2014**	**Percentage Change**	**April 3, 2015**	**March 28, 2014**	**Percentage Change**
R&D expense	**$ 402**	$ 418	(4)%	**$ 1,265**	$ 1,235	2 %
SG&A expense	**199**	201	(1)%	**583**	559	4 %
Charges related to arbitration award	**—**	13	(100)%	**15**	39	(62)%
Employee termination, asset impairment and other charges	**10**	25	(60)%	**72**	59	22 %
Total operating expenses	**$ 611**	$ 657		**$ 1,935**	$ 1,892	

Research and development ("R&D") expense was $402 million for the three months ended April 3, 2015, a decrease of $16 million from the prior-year period. This decrease was the result of lower incentive compensation and a realignment of our cost structure due to a softer demand environment. For the nine months ended April 3, 2015, R&D expense was $1.3 billion, an increase of $30 million from the prior-year period. This increase was primarily due to additional investment in our enterprise SSD business and the inclusion of a full six month period of Virident and sTec's R&D expenses, as opposed to a partial six month period of such expenses in the comparative prior-year period, and an additional week of operating expenses due to a 14-week quarter in our first fiscal quarter in the current period. As a percentage of net revenue, R&D expense remained flat at 11.3% and increased to 11.1% in the three and nine months ended April 3, 2015, respectively, as compared to 11.3% and 10.8% in the respective prior-year periods.

Selling, general and administrative ("SG&A") expense was $199 million for the three months ended April 3, 2015, a decrease of $2 million from the prior-year period. This decrease was primarily the result of lower incentive compensation and a realignment of our cost structure due to a softer demand environment. For the nine months ended April 3, 2015, SG&A expense was $583 million, an increase of $24 million from the prior-year period. This increase was primarily due to the inclusion of a full six month period of Virident and sTec's SG&A expenses, as opposed to a partial six month period of such expenses in the comparative prior-year period, and an additional week of operating expenses due to a 14-week quarter in our first fiscal quarter in the current period. Additionally, this increase is a result of a $37 million flood-related insurance recovery in the current period compared to a $65 million flood-related insurance recovery in the prior-year period. SG&A expense as a percentage of net revenue was 5.6% and 5.1% in the three and nine months ended April 3, 2015, respectively, as compared to 5.4% and 4.9% in the respective prior-year periods.

During the nine months ended April 3, 2015, we recorded $15 million of interest charges related to an arbitration award for claims brought against us and a now former employee of ours by Seagate Technology LLC ("Seagate") as compared to $13 million and $39 million in the three and nine months ended March 28, 2014, respectively. For additional information, refer to Part I, Item 1, Note 5 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

During the three and nine months ended April 3, 2015, we recorded employee termination, asset impairment and other charges of $10 million and $72 million, respectively, in order to realign our operations with anticipated market demand, as compared to $25 million and $59 million in the respective prior-year periods. For additional information, refer to Part I, Item 1, Note 12 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

Other Income (Expense)

Interest income for the three and nine months ended April 3, 2015 decreased $1 million and increased $1 million, respectively, as compared to the prior-year periods primarily due to different average daily invested cash balances for the respective periods. Interest and other expense for the three and nine months ended April 3, 2015 decreased $5 million and $7 million, respectively, when compared to the respective prior-year periods primarily due to interest on a lower debt balance.

Income Tax Provision

Our income tax provision for the three months ended April 3, 2015 was $28 million, as compared to $31 million in the prior-year period. Our income tax provision for the nine months ended April 3, 2015 was $85 million, as compared to $105 million in the prior-year period. Our tax provision for the nine months ended April 3, 2015 reflects a tax benefit of $16 million resulting from the retroactive extension of the U.S. Federal R&D tax credit that was signed into law on December 19, 2014. The differences between the effective tax rate and the U.S. Federal statutory rate are primarily due to tax holidays in Malaysia, the Philippines, Singapore and Thailand that expire at various dates from 2015 through 2025 and the current year generation of income tax credits. For additional information, refer to Part I, Item 1, Note 6 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

Liquidity and Capital Resources

We ended the third quarter of fiscal 2015 with total cash and cash equivalents of $4.8 billion. The following table summarizes our statements of cash flows (in millions):

	Nine Months Ended	
	April 3, 2015	**March 28, 2014**
Net cash flow provided by (used in):		
Operating activities	**$ 1,754**	$ 2,104
Investing activities	**(712)**	(1,756)
Financing activities	**(1,034)**	(88)
Net increase in cash and cash equivalents	**$ 8**	$ 260

Our investment policy is to manage our investment portfolio to preserve principal and liquidity while maximizing return through the full investment of available funds. We believe our current cash, cash equivalents and cash generated from operations as well as our available credit facilities will be sufficient to meet our working capital, debt, dividend, stock repurchase and capital expenditure needs for at least the next twelve months. Our ability to sustain our working capital position is subject to a number of risks that we discuss in Part II, Item 1A of this Quarterly Report on Form 10-Q.

A total of $3.9 billion and $3.5 billion of our cash and cash equivalents was held outside of the United States as of April 3, 2015 and June 27, 2014, respectively. Substantially all of the amounts held outside of the United States are intended to be indefinitely reinvested in foreign operations. As described in Part I, Item 1, Note 5 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q, the final arbitration award plus interest accrued of $773.4 million was paid on October 14, 2014 from one of our foreign subsidiaries using cash held outside the United States. On September 13, 2012, our Board of Directors approved a capital allocation plan which includes repurchases of our common stock and the adoption of a quarterly cash dividend policy. Our current plans do not anticipate that we will need funds generated from foreign operations to fund our domestic operations or capital allocation plan. In the event funds from foreign operations are needed in the United States, any repatriation could result in the accrual and payment of additional U.S. income tax.

Operating Activities

Net cash provided by operating activities was $1.8 billion during the nine months ended April 3, 2015. Cash flow from operating activities consists of net income, adjusted for non-cash charges, plus or minus working capital changes. This represents our principal source of cash. Net cash used by working capital changes was $470 million for the nine months ended April 3, 2015 as compared to $189 million used by working capital changes in the prior-year period. The increase in net cash used by operations for the nine months ended April 3, 2015 was primarily due to payment of the final arbitration award plus interest accrued as previously discussed in Part I, Item 1, Note 5 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

Our working capital requirements primarily depend on the effective management of our cash conversion cycle, which measures how quickly we can convert our products into cash through sales. The cash conversion cycles were as follows:

	Three Months Ended	
	April 3, 2015	**March 28, 2014**
Days sales outstanding	**44**	44
Days in inventory	**48**	44
Days payables outstanding	**(73)**	(65)
Cash conversion cycle	**19**	23

For the three months ended April 3, 2015, our average days sales outstanding ("DSOs") remained flat, days in inventory ("DIOs") increased by 4 days, and days payable outstanding ("DPOs") increased by 8 days compared to the prior year period. Changes in average DSOs and DIOs are generally related to linearity of shipments and the timing of inventory builds, respectively. Changes in DPOs are generally related to production volume and the timing of purchases during the period. From time to time, we modify the timing of payments to our vendors. We make modifications primarily to manage our vendor relationships and to manage our cash flows, including our cash balances. Generally, we make the payment modifications through negotiations with our vendors or by granting to, or receiving from, our vendors' payment term accommodations.

Investing Activities

Cash used in investing activities for the nine months ended April 3, 2015 was $712 million and consisted primarily of $687 million related to the purchase of investments, $456 million of capital expenditures and $247 million related to acquisitions, net of cash acquired, partially offset by $665 million of proceeds from sales and maturities of investments. Cash used in investing activities for the nine months ended March 28, 2014 was $1.8 billion and consisted primarily of $823 million related to acquisitions, net of cash acquired, $470 million of investments in available-for-sale securities, and $467 million of capital expenditures.

Financing Activities

Net cash used in financing activities for the nine months ended April 3, 2015 was $1 billion as compared to $88 million used in financing activities in the prior-year period. Net cash used in financing activities for the nine months ended April 3, 2015 consisted primarily of $772 million used to repurchase shares of our common stock, $280 million used to pay dividends on our common stock and $94 million used to make principal payments on the Credit Agreement (as defined below), partially offset by a net $112 million provided by employee stock plans. Net cash used in financing activities for the nine months ended March 28, 2014 consisted of $2.5 billion used to make principal payments and repay the outstanding balance to terminate our previous credit agreement and to make principal payments on the Credit Agreement, $544 million used to repurchase shares of our common stock and $189 million used to pay dividends on our common stock, offset by $2.5 billion of debt proceeds related to the term loan facility under the Credit Agreement, net of issuance costs, $500 million of debt proceeds related to the revolving credit facility under our previous credit agreement and a net $139 million provided by employee stock plans.

Off-Balance Sheet Arrangements

Other than facility lease commitments incurred in the normal course of business and certain indemnification provisions (see "Contractual Obligations and Commitments" below), we do not have any off-balance sheet financing arrangements or liabilities, guarantee contracts, retained or contingent interests in transferred assets, or any obligation arising out of a material variable interest in an unconsolidated entity. We do not have any majority-owned subsidiaries that are not included in our condensed consolidated financial statements. Additionally, we do not have an interest in, or relationships with, any special-purpose entities.

Contractual Obligations and Commitments

Long-Term Debt — On January 9, 2014, Western Digital Ireland, Ltd. (“WDI”) used existing cash to repay the outstanding term loan balance of $1.8 billion under our previous credit agreement dated March 8, 2012. Also, on January 9, 2014, the Company, Western Digital Technologies, Inc. (“WDT”) and WDI entered into a new credit agreement with JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, which was subsequently amended on February 25, 2015 (as amended, the "Credit Agreement") to add Western Digital International, Ltd. (”WD International”) as an additional borrower. The Credit Agreement provides for $4.0 billion of unsecured loan facilities consisting of a $2.5 billion term loan facility to WDT and a $1.5 billion revolving credit facility to WDT, WDI and WD International (each, a “Borrower” and collectively, the “Borrowers”).

As of April 3, 2015, no amounts were outstanding under the revolving credit facility of the Credit Agreement and the term loan facility had an outstanding balance of $2.3 billion with a variable interest rate of 1.68%. We are required to make quarterly principal payments on the term loan facility totaling $31 million for the remainder of fiscal 2015, $156 million in fiscal 2016, $219 million in fiscal 2017, $250 million in fiscal 2018 and the remaining balance of $1.7 billion in fiscal 2019. As of April 3, 2015, we were in compliance all covenants under the Credit Agreement. For additional information, refer to Part I, Item 1, Note 4 of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Purchase Orders — In the normal course of business, we enter into purchase orders with suppliers for the purchase of components used to manufacture our products. These purchase orders generally cover forecasted component supplies needed for production during the next quarter, are recorded as a liability upon receipt of the components, and generally may be changed or canceled at any time prior to shipment of the components. We also enter into purchase orders with suppliers for capital equipment that are recorded as a liability upon receipt of the equipment. Our ability to change or cancel a capital equipment purchase order without penalty depends on the nature of the equipment being ordered. In some cases, we may be obligated to pay for certain costs related to changes to, or cancellation of, a purchase order, such as costs incurred for raw materials or work in process of components or capital equipment.

We have entered into long-term purchase agreements with various component suppliers, containing minimum quantity requirements. However, the dollar amount of the purchases may depend on the specific products ordered, achievement of pre-defined quantity or quality specifications or future price negotiations. We have also entered into long-term purchase agreements with various component suppliers that carry fixed volumes and pricing which obligate us to make certain future purchases, contingent on certain conditions of performance, quality and technology of the vendor’s components.

We enter into, from time to time, other long-term purchase agreements for components with certain vendors. Generally, future purchases under these agreements are not fixed and determinable as they depend on our overall unit volume requirements and are contingent upon the prices, technology and quality of the supplier’s products remaining competitive.

Refer to Part II, Item 7 of our Annual Report on Form 10-K for the year ended June 27, 2014, for further discussion of our purchase orders and purchase agreements and the associated dollar amounts. See Part II, Item 1A of this Quarterly Report on Form 10-Q for a discussion of the risks associated with these commitments.

Foreign Exchange Contracts — We purchase short-term, foreign exchange contracts to hedge the impact of foreign currency fluctuations on certain underlying assets, liabilities and commitments for operating expenses and product costs denominated in foreign currencies. See Part I, Item 3, of this Quarterly Report on Form 10-Q under the heading “Disclosure About Foreign Currency Risk,” for a description of our current foreign exchange contract commitments and Part I, Item 1, Note 8 of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Indemnifications — In the ordinary course of business, we may provide indemnifications of varying scope and terms to customers, vendors, lessors, business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of our breach of agreements, products or services to be provided by us, or from intellectual property infringement claims made by third parties. In addition, we have entered into indemnification agreements with our directors and certain of our officers that will require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. We maintain director and officer insurance, which may cover certain liabilities arising from our obligation to indemnify our directors and officers in certain circumstances.

It is not possible to determine the maximum potential amount under these indemnification agreements due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular agreement. Such indemnification agreements may not be subject to maximum loss clauses. Historically, we have not incurred material costs as a result of obligations under these agreements.

Unrecognized Tax Benefits — As of April 3, 2015, the cash portion of our total recorded liability for unrecognized tax benefits was $273 million. We estimate the timing of the future payments of these liabilities to be within the next one to eight years. For additional information, refer to Part I, Item 1, Note 6 of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Stock Repurchase Program — Our Board of Directors previously authorized $3.0 billion for the repurchase of our common stock. On February 3, 2015, our Board of Directors authorized an additional $2.0 billion for the repurchase of our common stock and approved the extension of our stock repurchase program to February 3, 2020. During the three and nine months ended April 3, 2015, we repurchased 2.2 million and 7.6 million shares, respectively, for a total cost of $240 million and $772 million, respectively. Subsequent to April 3, 2015 and through May 6, 2015, we repurchased an additional 2.0 million shares of our common stock for a total cost of $198 million. For additional information, refer to Part I, Item 1, Note 9 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

Cash Dividend Policy — During the three months ended April 3, 2015, we declared a cash dividend of $0.50 per share of our common stock as of April 3, 2015, totaling $116 million, which we paid on April 16, 2015. During the nine months ended April 3, 2015, we declared cash dividends of $1.30 per share of our common stock for a total of $280 million. On May 5, 2015, we declared a cash dividend of $0.50 per share as of July 3, 2015, which will be paid on July 15, 2015. For additional information, refer to Part I, Item 1, Note 9 of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

Critical Accounting Policies and Estimates

We have prepared the unaudited condensed consolidated financial statements in accordance with U.S. GAAP. The preparation of the financial statements requires the use of judgments and estimates that affect the reported amounts of revenues, expenses, assets, liabilities and shareholders' equity. We have adopted accounting policies and practices that are generally accepted in the industry in which we operate. If these estimates differ significantly from actual results, the impact to the condensed consolidated financial statements may be material. There have been no material changes in our critical accounting policies and estimates from those disclosed in our Annual Report on Form 10-K for the year ended June 27, 2014. Please refer to Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended June 27, 2014 for a discussion of our critical accounting policies and estimates.

Recent Accounting Pronouncements

For a description of recently issued and adopted accounting pronouncements, including the respective dates of adoption and expected effects on our results of operations and financial condition, refer to Part I, Item 1, Note 14 of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Item 3. *QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*

Disclosure About Foreign Currency Risk

Although the majority of our transactions are in U.S. dollars, some transactions are based in various foreign currencies. We purchase short-term, foreign exchange contracts to hedge the impact of foreign currency exchange fluctuations on certain underlying assets, liabilities and commitments for operating expenses and product costs denominated in foreign currencies. The purpose of entering into these hedge transactions is to minimize the impact of foreign currency fluctuations on our results of operations. The contract maturity dates do not exceed 12 months. We do not purchase foreign exchange contracts for trading purposes. For additional information, refer to Part I, Item 1, Note 8 of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

As of April 3, 2015, we had outstanding the following purchased foreign exchange contracts (in millions, except weighted average contract rate):

	Contract Amount	Weighted Average Contract Rate*	Unrealized Gains (Losses)
Foreign exchange contracts:			
Cash flow hedges:			
Japanese Yen	$ 187	$ 113.28	$ (6)
Malaysian Ringgit	$ 261	$ 3.56	$ (6)
Philippine Peso	$ 41	$ 44.51	$ —
Singapore Dollar	$ 42	$ 1.31	$ (1)
Thai Baht	$ 644	$ 32.87	$ 3
Fair value hedges:			
British Pound Sterling	$ (6)	$ 0.68	$ —
Euro	$ (41)	$ 0.92	$ —
Japanese Yen	$ 82	$ 120.05	$ —
Philippine Peso	$ 30	$ 44.80	$ —
Singapore Dollar	$ 15	$ 1.33	$ —
Thai Baht	$ 69	$ 32.63	$ —

* Expressed in units of foreign currency per U.S. dollar.

During the three and nine months ended April 3, 2015, total net realized transaction and foreign exchange contract currency gains and losses were not material to the condensed consolidated financial statements.

Disclosure About Other Market Risks

Variable Interest Rate Risk

Borrowings under the Credit Agreement bear interest at a rate equal to, at the option of the applicable Borrower, either (a) a customary London interbank offered rate (a “Eurodollar Rate”) or (b) a customary base rate (a “Base Rate”), in each case plus an applicable margin. The applicable margins range from 1.25% to 2.00% with respect to Eurodollar Rate borrowings and 0.25% to 1.00% with respect to Base Rate borrowings. WDT, WDI and WD International are also required to pay a commitment fee for the unused portion of the revolving credit facility, which ranges from 0.175% to 0.300% per annum. The applicable margins for borrowings and the commitment fee ranges are determined based upon a leverage ratio of us and our subsidiaries calculated on a consolidated basis. A one percent increase in the variable rate of interest on the term loan and revolving credit facility would increase interest expense by approximately $23 million annually. For additional information on the Credit Agreement, see Part I, Item 1, Note 4 of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Item 4. ***CONTROLS AND PROCEDURES***

As required by SEC Rule 13a-15(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, our disclosure controls and procedures were effective.

There has been no change in our internal control over financial reporting during the third fiscal quarter ended April 3, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. ***LEGAL PROCEEDINGS***

For a description of our legal proceedings, refer to Part I, Item 1, Note 5 of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q, which is incorporated by reference in response to this item.

Item 1A. ***RISK FACTORS***

The business, financial condition and operating results of the Company can be affected by a number of risks and uncertainties, whether currently known or unknown, any one or more of which could, directly or indirectly, cause the Company's actual results of operations and financial condition to vary materially from past, or from anticipated future, results of operations and financial condition. The risks and uncertainties discussed below are not the only ones facing our business, but do represent those risks and uncertainties that we believe are material to us. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also adversely affect the Company's business, financial condition, results of operations or the market price of its common stock.

If we fail to realize the anticipated benefits from our acquisition of HGST, our business and financial condition may be adversely affected.

In connection with obtaining the regulatory approvals required to complete the acquisition of HGST, we agreed to certain conditions required by the Ministry of Commerce of the People's Republic of China ("MOFCOM"), including adopting measures to keep HGST as an independent competitor until MOFCOM agrees otherwise (with the minimum period being two years from the March 8, 2012 closing date of the acquisition). We worked closely with MOFCOM to finalize an operations plan that outlines in more detail the conditions of the competitive requirement. Compliance with these measures has adversely affected, and may continue to adversely affect, our business and financial conditions in the following ways:

- limits our ability to integrate the businesses of our HGST and WD subsidiaries (and we do not expect to achieve significant operating expense synergies while the hold separate condition continues to exist);
- has caused, and could cause further, difficulties in retaining key employees and delays or uncertainties in making decisions about the combined business;
- has resulted in, and could result in additional, significant costs (including higher capital expenditures relative to our competitors as a result of maintaining separate functions in several areas); and
- has required, and could require additional, changes in business practices.

In March 2014, we submitted an application to MOFCOM requesting that the regulatory restrictions be lifted. In December 2014, we successfully resolved two non-compliance matters with MOFCOM, relating to: (1) the organization of a WDC department that included several former HGST employees, and (2) the realignment of the ownership structure of an indirect subsidiary of WDC. We cannot predict whether or when the regulatory restrictions will be wholly or partially lifted or whether we will be able to realize the anticipated benefits of our acquisition of HGST even if the restrictions are wholly or partially lifted.

Adverse global economic conditions and credit market uncertainty could harm our business, results of operations and financial condition.

Adverse global economic conditions and uncertain conditions in the credit market have had, and in the future could have, a significant adverse effect on our company and on the storage industry as a whole. Several factors contribute to these conditions and this uncertainty, including, but not limited to, volatility in the financial and real estate markets, cost increases and other macroeconomic factors. Some of the risks and uncertainties we face as a result of these conditions include the following:

- *Volatile Demand.* Our direct and indirect customers may delay or reduce their purchases of our products and systems containing our products. In addition, many of our customers rely on credit financing to purchase our products. If negative conditions in the global credit markets prevent our customers' access to credit, product orders may decrease, which could result in lower revenue. Likewise, if our suppliers, sub-suppliers and sub-contractors (collectively referred to as "suppliers") face challenges in obtaining credit, in selling their products or otherwise in operating their businesses, they may be unable to offer the materials we use to manufacture our products. These actions could result in reductions in our revenue and increased operating costs, which could adversely affect our business, results of operations and financial condition.
- *Restructuring Activities.* If demand for our products slows as a result of a deterioration in economic conditions, we may undertake restructuring activities to realign our cost structure with softening demand. The occurrence of restructuring activities could result in impairment charges and other expenses, which could adversely impact our results of operations or financial condition.

- *Credit Volatility and Loss of Receivables.* We extend credit and payment terms to some of our customers. In addition to ongoing credit evaluations of our customers' financial condition, we traditionally seek to mitigate our credit risk by purchasing credit insurance on certain of our accounts receivable balances. As a result of the continued uncertainty and volatility in global economic conditions, however, we may find it increasingly difficult to be able to insure these accounts receivable. We could suffer significant losses if a customer whose accounts receivable we have not insured, or have underinsured, fails and is unable to pay us. Additionally, negative or uncertain global economic conditions increase the risk that if a customer whose accounts receivable we have insured fails, the financial condition of the insurance carrier for such customer account may have also deteriorated such that it cannot cover our loss. A significant loss of an accounts receivable that we cannot recover through credit insurance would have a negative impact on our financial results.

- *Impairment Charges.* Negative or uncertain global economic conditions could result in circumstances, such as a sustained decline in our stock price and market capitalization or a decrease in our forecasted cash flows such that they are insufficient, indicating that the carrying value of our long-lived assets or goodwill may be impaired. If we are required to record a significant charge to earnings in our consolidated financial statements because an impairment of our long-lived assets or goodwill is determined, our results of operations will be adversely affected.

We participate in a highly competitive industry that is subject to the risk of declining ASPs, volatile gross margins and significant shifts in market share, all of which could adversely affect our operating results.

Demand for our devices, software and solutions that we offer to our customers, which we refer to in this Item 1A. as our "products", depends in large part on the demand for systems manufactured by our customers and on storage upgrades to existing systems. The demand for systems has been volatile in the past and often has had an exaggerated effect on the demand for our products in any given period. As a result, the storage market has experienced periods of excess capacity, which can lead to liquidation of excess inventories and more intense price competition. If more intense price competition occurs, we may be forced to lower prices sooner and more than expected, which could adversely impact revenue and gross margins. In addition, we compete based on our ability to offer our customers competitive solutions that provide the most current and desired product and service features. We expect that competition will continue to be intense, and there is a risk that our competitors' products may be less costly, provide better performance or include additional features when compared to our products. Our ASPs and gross margins also tend to decline when there is a shift in the mix of product sales, and sales of lower priced products increase relative to those of higher priced products. In addition, rapid technological changes often reduce the volume and profitability of sales of existing products and increase the risk of inventory obsolescence. These factors, along with others, may result in significant shifts in market share among the industry's major participants, including a substantial decrease in our market share.

Our failure to accurately forecast market and customer demand for our products, or to quickly adjust to forecast changes, could adversely affect our business and financial results or operating efficiencies.

The data storage industry faces difficulties in accurately forecasting market and customer demand for its products. The variety and volume of products we manufacture is based in part on these forecasts. Accurately forecasting demand has become increasingly difficult for us, our customers and our suppliers in light of the volatility in global economic conditions and industry consolidation, resulting in less availability of historical market data for certain product segments. In addition, because our products are designed to be largely interchangeable with competitors' products, our demand forecasts may be impacted significantly by the strategic actions of our competitors. As forecasting demand becomes more difficult, the risk that our forecasts are not in line with demand increases. If our forecasts exceed actual market demand, then we could experience periods of product oversupply and price decreases, which could impact our financial performance. If market demand increases significantly beyond our forecasts or beyond our ability to add manufacturing capacity, then we may not be able to satisfy customer product needs, possibly resulting in a loss of market share if our competitors are able to meet customer demands.

We experience significant sales seasonality and cyclicality, which could cause our operating results to fluctuate.

Sales of computer systems, storage subsystems, gaming consoles and CE tend to be seasonal and cyclical, and therefore we expect to continue to experience seasonality and cyclicality in our business as we respond to variations in our customers' demand for our products. However, changes in seasonal and cyclical patterns have made it, and could continue to make it, more difficult for us to forecast demand, especially as a result of the current macroeconomic environment. Changes in the product or channel mix of our business can also impact seasonal and cyclical patterns, adding complexity in forecasting demand. Seasonality and cyclicality also may lead to higher volatility in our stock price. It is difficult for us to evaluate the degree to which seasonality and cyclicality may affect our stock price or business in future periods because of the rate and unpredictability of product transitions and new product introductions and macroeconomic conditions.

Our sales to the CE, cloud computing, network attached storage (NAS), surveillance and enterprise markets, representing an increasing percentage of our overall revenue, may grow at a slower rate than current estimates, which could materially adversely impact our operating results.

The secular growth of digital data is resulting in a more diversified mix of revenue from the CE, cloud computing, NAS, surveillance and enterprise markets. As sales into these markets become a more significant portion of our revenue, events or circumstances that adversely impact demand in these markets, or our inability to address that demand successfully, could materially adversely impact our operating results. For example, demand in, or our sales to, these markets may be adversely affected by the following:

- *Mobile Devices.* There has been and continues to be a rapid growth in devices that do not contain a hard drive such as tablet computers and smart phones. As tablet computers and smart phones provide many of the same capabilities as PCs, they have displaced or materially affected, and we expect will continue to displace or materially affect, the demand for PCs. If we are not successful in adapting our product offerings to include disk drives or alternative storage solutions that address these devices, demand for our products in these markets may decrease and our financial results could be materially adversely affected.

- *Cloud Computing.* Consumers traditionally have stored their data on their PC, often supplemented with personal external storage devices. Most businesses also include similar local storage as a primary or secondary storage location. This storage is typically provided by hard disk drives. Over the last few years, cloud computing has emerged whereby applications and data are hosted, accessed and processed through a third-party provider over a broadband Internet connection, potentially reducing or eliminating the need for, among other things, significant storage inside the accessing computer. If we are not successful in manufacturing compelling products to address the cloud computing opportunity, demand for our products in these markets may decrease and our financial results could be materially adversely affected.

- *Obsolete Inventory.* In some cases, products we manufacture for these other markets are uniquely configured for a single customer’s application, creating a risk of obsolete inventory if anticipated demand is not actually realized.

- *Macroeconomic Conditions.* Consumer spending has been, and may continue to be, adversely affected in many regions due to negative macroeconomic conditions and high unemployment levels. Please see the risk factor entitled “*Adverse global economic conditions and credit market uncertainty could harm our business, results of operations and financial condition.”* for more risks and uncertainties relating to macroeconomic conditions.

In addition, demand in these other markets also could be negatively impacted by developments in the regulation and enforcement of digital rights management and the emergence of new technologies, such as data deduplication, compression and storage virtualization. If we are not able to respond appropriately, these factors could lead to our customers’ storage needs being satisfied at lower prices with lower capacity hard drives or solid-state storage products, thereby decreasing our revenue or putting us at a disadvantage to competing storage technologies. As a result, even with increasing aggregate demand for digital storage, if we fail to anticipate or timely respond to these developments in the demand for storage, our ASPs could decline, which could adversely affect our operating results. Furthermore, our ability to accurately read and respond to market trends, such as trends relating to the Internet or big data, could harm our results.

The client compute market (the "PC market") has been deteriorating, and if we fail to respond to changes in the PC market, our operating results could suffer.

While sales to the other markets are becoming a more significant source of revenue, sales to the PC market remain an important part of our business. The PC market, however, has been, and may continue to be, adversely affected by the growth of tablet computers, smart phones and similar devices that perform many of the same capabilities as PCs, the lengthening of product life cycles and macroeconomic conditions. We believe that the deterioration of the PC market has accelerated recently, and that this accelerated deterioration may continue or further accelerate. If we fail to respond to changes in the PC market, our operating results could suffer. Additionally, if demand in the PC market is worse than expected as a result of these or other conditions, demand for our products in the PC market may decrease at a faster rate and our operating results may be adversely affected.

Selling to the retail market is an important part of our business, and if we fail to maintain and grow our market share or gain market acceptance of our branded products, our operating results could suffer.

Selling branded products is an important part of our business, and as our branded products revenue increases as a portion of our overall revenue, our success in the retail market becomes increasingly important to our operating results. Our success in the retail market depends in large part on our ability to maintain our brand image and corporate reputation and to expand into and gain market acceptance of our products in multiple channels, including traditional retail, e-commerce and online channels. Adverse publicity, whether or not justified, or allegations of product or service quality issues, even if false or unfounded, could tarnish our reputation and cause our customers to choose products offered by our competitors. In addition, the proliferation of new methods of mass communication facilitated by the Internet makes it easier for false or unfounded allegations to adversely affect our brand image and reputation. If customers no longer maintain a preference for WD®, HGST™ or G-Technology™ brand products, our operating results may be adversely affected.

Sales in the distribution channel are important to our business, and if we fail to respond to demand changes in distribution markets or if distribution markets for our products weaken, our operating results could suffer.

Our distribution customers typically sell to small computer manufacturers, dealers, systems integrators and other resellers. We face significant competition in this channel as a result of limited product qualification programs and a significant focus on price and availability of product. In addition, the PC market is experiencing a shift to notebook and other mobile devices and, as a result, more computing devices are being delivered to the market as complete systems, which could weaken the distribution market. If we fail to respond to changes in demand in the distribution market, our operating results could suffer. Additionally, if the distribution market weakens as a result of a slowing PC growth rate, technology transitions or a significant change in consumer buying preference, or if we experience significant price declines due to demand changes in the distribution channel, then our operating results would be adversely affected.

Loss of market share with or by a key customer, or consolidation among our customer base, could harm our operating results.

During the quarter ended April 3, 2015, 43% of our revenue came from sales to our top 10 customers. These customers have a variety of suppliers to choose from and therefore can make substantial demands on us, including demands on product pricing and on contractual terms, often resulting in the allocation of risk to us as the supplier. Our ability to maintain strong relationships with our principal customers is essential to our future performance. If we lose a key customer, if any of our key customers reduce their orders of our products or require us to reduce our prices before we are able to reduce costs, if a customer is acquired by one of our competitors or if a key customer suffers financial hardship, our operating results would likely be harmed.

Additionally, if there is consolidation among our customer base, our customers may be able to command increased leverage in negotiating prices and other terms of sale, which could adversely affect our profitability. In addition, if, as a result of increased leverage, customer pressures require us to reduce our pricing such that our gross margins are diminished, we could decide not to sell our products to a particular customer, which could result in a decrease in our revenue. Consolidation among our customer base may also lead to reduced demand for our products, replacement of our products by the combined entity with those of our competitors and cancellations of orders, each of which could harm our operating results.

Also, the storage ecosystem is constantly evolving, and our traditional customer base is changing. Fewer companies now hold greater market share for certain applications and services, such as social media, shopping and streaming media. As a result, the competitive landscape is changing, giving these companies increased leverage in negotiating prices and other terms of sale, which could adversely affect our profitability. In addition, the changes in our evolving customer base create new selling and distribution patterns to which we must adapt. To remain competitive, we must respond to these changes by ensuring we have proper scale in this evolving market, as well as offer products that meet the technological requirements of this customer base at competitive pricing points. To the extent we are not successful in adequately responding to these changes, our operating results could be harmed.

Expansion into new markets may increase the complexity of our business, cause us to increase our research and development expenses to develop new products and technologies or cause our capital expenditures to increase, and if we are unable to successfully adapt our business processes and product offerings as required by these new markets, our ability to grow will be adversely affected.

To remain a significant supplier in the storage industry and to expand into new markets, we will need to offer a broad range of storage products to our customers. We currently offer a variety of 3.5-inch and 2.5-inch hard drives, solid state drives and other products for the PC and other storage markets. As we expand our product line to sell into new markets, the overall complexity of our business increases at an accelerated rate and we become subject to different market dynamics. These dynamics may include, among other things, different demand volume, seasonality, product requirements, sales channels, and warranty and return policies. In addition, expansion into other markets may result in increases in research and development expenses and substantial investments in manufacturing capability or technology enhancements. If we fail to successfully expand into new markets with products that we do not currently offer, we may lose business to our competitors or new entrants who offer these products.

Our vertical integration of head and magnetic media manufacturing makes us dependent on our ability to timely and cost-effectively develop heads and magnetic media with leading technology and overall quality, increasing capital expenditure costs and asset utilization risks for our business.

We develop and manufacture a substantial portion of the heads and magnetic media used in the hard drive products we produce. Consequently, we are more dependent upon our own development and execution efforts and less able to take advantage of head and magnetic media technologies developed by other manufacturers. Technology transition for head and magnetic media designs is critical to increasing our volume production of heads and magnetic media. There can be no assurance, however, that we will be successful in timely and cost-effectively developing and manufacturing heads or magnetic media for products using future technologies. We also may not effectively transition our head or magnetic media design and technology to achieve acceptable manufacturing yields using the technologies necessary to satisfy our customers' product needs, or we may encounter quality problems with the heads or magnetic media we manufacture. If we are unable to timely and cost-effectively develop heads and magnetic media with leading technology and overall quality, our ability to sell our products may be significantly diminished, which could materially and adversely affect our business and financial results.

In addition, as a result of our vertical integration of head and magnetic media manufacturing, we make more capital investments and carry a higher percentage of fixed costs than we would if we were not vertically integrated. If our overall level of production decreases for any reason, and we are unable to reduce our fixed costs to match sales, our head or magnetic media manufacturing assets may face underutilization that may impact our operating results. We are therefore subject to additional risks related to overall asset utilization, including the need to operate at high levels of utilization to drive competitive costs and the need for assured supply of components that we do not manufacture ourselves. In addition, as a result of adverse labor rates or availability, we may be required to increase investments in automation, which may cause our capital expenditures to increase. If we do not adequately address the challenges related to our head or magnetic media manufacturing operations, our ongoing operations could be disrupted, resulting in a decrease in our revenue or profit margins and negatively impacting our operating results.

We make significant investments in research and development to improve our technology and develop new technologies, and unsuccessful investments could materially adversely affect our business, financial condition and results of operations.

As a leading supplier of hard drives and a major supplier of enterprise solid state drives, we make significant investments to maintain our existing products and to lead innovation and development of new technologies. This strategy requires us to make significant investments in research and development and, in order to remain competitive, we may increase our capital expenditures and expenses above our historical run-rate model. There can be no assurance that these investments will result in viable technologies or products, or if these investments do result in viable technologies or products, that they will be profitable or accepted by the market. Significant investments in unsuccessful research and development efforts could materially adversely affect our business, financial condition and results of operations. In addition, increased investments in technology could cause our cost structure to fall out of alignment with demand for our products, which would have a negative impact on our financial results.

Current or future competitors may gain a technology advantage or develop an advantageous cost structure that we cannot match.

It may be possible for our current or future competitors to gain an advantage in product technology, manufacturing technology, or process technology, which may allow them to offer products or services that have a significant advantage over the products and services that we offer. Advantages could be in capacity, performance, reliability, serviceability, or other attributes. A competitive cost structure for our products, including critical components, labor and overhead, is also critical to the success of our business. We may be at a competitive disadvantage to any companies that are able to gain a technological or cost structure advantage.

Consolidation within the data storage industry could provide competitive advantages to our competitors.

The data storage industry as a whole has experienced consolidation over the past several years through acquisitions, consolidations and decisions by industry players to exit the industry. Consolidation across the industry, including by our competitors, may enhance their capacity, abilities and resources and lower their cost structure, causing us to be at a competitive disadvantage.

Some of our competitors with diversified business units outside of storage products, may, over extended periods of time, sell storage products at prices that we cannot profitably match.

Some of our competitors earn a significant portion of their revenue from business units outside of storage products. Because they do not depend solely on sales of storage products to achieve profitability, they may sell storage products at lower prices and operate their storage business unit at a loss over an extended period of time while still remaining profitable overall. In addition, if these competitors can increase sales of non-storage products to the same customers, they may benefit from selling their storage products at lower prices. Our operating results may be adversely affected if we cannot successfully compete with the pricing by these companies.

If we fail to qualify our products with our customers, it may have a significant adverse impact on our sales and margins.

We regularly engage in new product qualification with our customers. Once a product is accepted for qualification testing, failures or delays in the qualification process can result in delayed or reduced product sales, reduced product margins caused by having to continue to offer a more costly current generation product, or lost sales to that customer until the next generation of products is introduced. The effect of missing a product qualification opportunity is magnified by the limited number of high volume original equipment manufacturers ("OEMs"), which continue to consolidate their share of the storage markets. Likewise, if product life cycles lengthen, we may have a significantly longer period to wait before we have an opportunity to qualify a new product with a customer, which could reduce our profits because we expect declining gross margins on our current generation products as a result of competitive pressures.

We are subject to risks related to product defects or the unintended use of our products, which could result in product recalls or epidemic failures and could subject us to warranty claims in excess of our warranty provisions or which are greater than anticipated.

We warrant the majority of our products for periods of one to five years. We test our products in our manufacturing facilities through a variety of means. However, there can be no assurance that our testing will reveal defects in our products, which may not become apparent until after the products have been sold into the market. In addition, our products may be used in a manner that is not intended or anticipated by us, resulting in potential liability. Accordingly, there is a risk that product defects will occur, which could require a product recall. Product recalls can be expensive to implement and, if a product recall occurs during the product's warranty period, we may be required to replace the defective product. Moreover, there is a risk that product defects may trigger an epidemic failure clause in a customer agreement. If an epidemic failure occurs, we may be required to replace or refund the value of the defective product and to cover certain other costs associated with the consequences of the epidemic failure. In addition, a product recall or epidemic failure may damage our reputation or customer relationships, and may cause us to lose market share with our customers, including our OEM and original design manufacturers ("ODM") customers.

Our standard warranties contain limits on damages and exclusions of liability for consequential damages and for misuse, improper installation, alteration, accident or mishandling while in the possession of someone other than us. We record an accrual for estimated warranty costs at the time revenue is recognized. We may incur additional expenses if our warranty provision do not reflect the actual cost of resolving issues related to defects in our products, whether as a result of a product recall, epidemic failure or otherwise. If these additional expenses are significant, it could adversely affect our business, financial condition and operating results.

In addition, third-party components or applications that we incorporate or use in our products may contain defects in design or manufacturing that could unexpectedly result in epidemic failures and subject us to liability.

Because we are dependent on a limited number of qualified suppliers for components, sub-assemblies, equipment, consumables, raw materials, and logistics, a supplier's inability, unwillingness, or failure to support us in a timely manner with goods or services at a quality level and cost acceptable to us can adversely affect our margins, revenues and operating results.

We depend on an external supply base for technologies, components, equipment and materials for use in our product design and manufacturing. We also depend on service suppliers for providing technical support for our products. In addition, we use logistics partners to manage our JIT (just-in-time) hubs, distribution centers and freight from suppliers to our factories and from our factories to our customers throughout the world. Many of these components and much of this equipment must be specifically designed to be compatible for use in our products or for developing and manufacturing our future products, and are only available from a limited number of suppliers, some of whom are our sole-source suppliers. We are therefore dependent on these suppliers to be able and willing to dedicate adequate engineering resources to develop components that can be successfully integrated into our products, technology and equipment that can be used to develop and manufacture our next-generation products efficiently. However, many of the risks that affect us also affect our supply base, including, but not limited to, having single site manufacturing locations based in high risk regions of the world, macro and local economic conditions, shortages of commodity materials, proper management of technology transitions, natural disasters, geo-political risks, compliance with legal requirements, financial instability and exposure to intellectual property and other litigation, including an injunction or other action that could delay shipping. If any of these risks were to affect our suppliers, we could also be adversely affected, especially in the case of products, components or services that are single-sourced. For example, if suppliers are facing increased costs due to the above risks, they may require us to enter into long-term volume agreements to shift the burden of fixed costs to us. Further, we work closely with many of our suppliers to develop new technologies and, as a result, we may become subject to litigation from our suppliers or third parties.

Without a capable and financially stable supply base that has established appropriate relationships within the supply chain and has implemented business processes, strategies and risk management safeguards, we would be unable to develop our products, manufacture them in high volumes, and distribute them to our customers to execute our business plans effectively. As PC demand slows, competition increases from NAND and other consumer devices, the total available market for hard disk drives decreases and costs increase, these suppliers may reevaluate their business models. Our suppliers may be acquired by our competitors, consolidate, or decide to exit the industry, redirect their investments and increase costs to us, each of which may have an adverse effect on our business and operations. In addition, moving to new technologies may require us to align to, and build, a new supply base, such as NAND flash. In the case of NAND suppliers, many of which are involved in developing storage products such as SSD that, in some cases, compete with our products. Our success in these new product areas may be dependent on our ability and their willingness to develop close relationships, with preferential agreements. Where this cannot be done, our business and operations may be adversely affected.

In addition to an external supply base, we also rely on an internal supply chain of heads, media and media substrate. Please see the risk factors entitled, "*A fundamental change in storage technologies could result in significant increases in our costs and could put us at a competitive disadvantage" and "If we do not properly manage technology transitions, our competitiveness and operating results may be negatively affected"* for a review of some of the risks related to our internal supply.

Price volatility, shortages of critical materials or components, or use by other industries of materials and components used in the storage industry, may negatively impact our operating results.

Increases in the cost for certain critical materials and components and oil may increase our costs of manufacturing and transporting our products and key components and may result in lower operating margins if we are unable to pass these increased costs on to our customers. Shortages of critical components such as DRAM and NAND flash, or materials such as glass substrates, stainless steel, aluminum, nickel, neodymium, ruthenium, platinum or cerium, may increase our costs and may result in lower operating margins if we are unable to find ways to mitigate these increased costs. We or our suppliers acquire certain precious metals and rare earth metals like ruthenium, platinum, neodymium and cerium, which are critical to the manufacture of components in our products from a number of countries, including the People's Republic of China. The government of China or any other nation may impose regulations, quotas or embargoes upon these metals that would restrict the worldwide supply of such metals or increase their cost, both of which could negatively impact our operating results until alternative suppliers are sourced. Furthermore, if other high volume industries increase their demand for materials or components used in our products, our costs may further increase, which could have an adverse effect on our operating margins. In addition, shortages in other components and materials used in our customers' products could result in a decrease in demand for our products, which would negatively impact our operating results.

Contractual commitments with component suppliers may result in us paying increased charges and cash advances for such components or may cause us to have inadequate or excess component inventory.

To reduce the risk of component shortages, we attempt to provide significant lead times when buying components, which may subject us to cancellation charges if we cancel orders as a result of technology transitions or changes in our component needs. In addition, we may from time to time enter into contractual commitments with component suppliers in an effort to increase and stabilize the supply of those components and enable us to purchase such components at favorable prices. Some of these commitments may require us to buy a substantial number of components from the supplier or make significant cash advances to the supplier; however, these commitments may not result in a satisfactory increase or stabilization of the supply of such components. Furthermore, as a result of uncertain global economic conditions, our ability to forecast our requirements for these components has become increasingly difficult, therefore increasing the risk that our contractual commitments may not meet our actual supply requirements, which could cause us to have inadequate or excess component inventory and adversely affect our operating results and increase our operating costs.

Changes in product life cycles could adversely affect our financial results.

If product life cycles lengthen, we may need to develop new technologies or programs to reduce our costs on any particular product to maintain competitive pricing for that product. If product life cycles shorten, it may result in an increase in our overall expenses and a decrease in our gross margins, both of which could adversely affect our operating results. In addition, shortening of product life cycles also makes it more difficult to recover the cost of product development before the product becomes obsolete. Our failure to recover the cost of product development in the future could adversely affect our operating results.

A fundamental change in storage technologies could result in significant increases in our costs and could put us at a competitive disadvantage.

Historically, when the industry experiences a fundamental change in storage technologies, any manufacturer that fails to successfully and timely adjust its designs and processes to accommodate the new technology fails to remain competitive. There are some revolutionary technologies, such as current-perpendicular-to-plane giant magnetoresistance, shingle magnetic recording, heat-assisted magnetic recording, patterned magnetic media and advanced signal processing that if implemented by a competitor on a commercially viable basis ahead of the industry, could put us at a competitive disadvantage. As a result of these technology shifts, we could incur substantial costs in developing new technologies, such as heads, magnetic media, and tools to remain competitive. If we fail to successfully implement these new technologies, or if we are significantly slower than our competitors at implementing new technologies, we may not be able to offer products with capacities that our customers desire, which could harm our operating results.

The difficulty of introducing hard drives with higher levels of areal density and the challenges of reducing other costs may impact our ability to achieve historical levels of cost reduction.

Storage capacity of the hard drive, as manufactured by us, is determined by the number of disks and each disk's areal density. Areal density is a measure of the amount of magnetic bits that can be stored on the recording surface of the disk. Generally, the higher the areal density, the more information can be stored on a single platter. Higher areal densities require existing head and magnetic media technology to be improved or new technologies developed to accommodate more data on a single disk. Historically, we have been able to achieve a large percentage of cost reduction through increases in areal density. Increases in areal density mean that the average drive we sell has fewer heads and disks for the same capacity and, therefore, may result in a lower component cost. However, increasing areal density has become more difficult in the storage industry. If we are not able to increase areal density at the same rate as our competitors or at a rate that is expected by our customers, we may be required to include more components in our drives to meet demand without corresponding incremental revenue, which could negatively impact our operating margins and make achieving historical levels of cost reduction difficult or unlikely. Additionally, increases in areal density may require us to make further capital expenditures on items such as new test equipment needed as a result of an increased number of gigabytes per platter. Our inability to achieve cost reductions could adversely affect our operating results.

If we do not properly manage technology transitions, our competitiveness and operating results may be negatively affected.

The storage markets in which we offer our products continuously undergo technology transitions which we must anticipate and adapt our products to address in a timely manner. If we fail to implement these new technologies successfully, or if we are slower than our competitors at implementing new technologies, we may not be able to competitively offer products that our customers desire, which could harm our operating results.

If we do not properly manage new product development, our competitiveness and operating results may be negatively affected.

As advances in computer hardware and software are made, our customers have demanded a more diversified portfolio of products with new and additional features. In some cases, this demand results in investments in new products for a particular market that do not necessarily expand overall market opportunity, which may negatively affect our operating results.

In addition, the success of our new product introductions depends on a number of other factors, including:

- difficulties faced in manufacturing ramp;
- implementing at an acceptable cost product features expected by our customers;
- market acceptance/qualification;

- effective management of inventory levels in line with anticipated product demand;
- quality problems or other defects in the early stages of new product introduction and problems with compatibility between our products and those of our customers that were not anticipated in the design of those products; and
- our ability to increase our software development capability.

Our business may suffer if we fail to successfully anticipate and manage issues associated with our product development.

If we fail to develop and introduce new products that are competitive against alternative storage technologies, our business may suffer.

Our success depends in part on our ability to develop and introduce new products in a timely manner in order to keep pace with technology advancements. Newer storage technologies have successfully served mobility markets for products that cannot be serviced using traditional storage technologies. Advances in semiconductor technology have resulted in other emerging technologies that can be competitive with traditional storage technologies for high performance needs in advanced digital computing markets such as enterprise servers and storage. There can be no assurance that we will be successful in anticipating and developing new products for the PC and other storage markets in response to competing storage technologies. If our hard drive and solid state products fail to offer a superior value proposition to alternative storage products, we will be at a competitive disadvantage to companies using alternative technology and our business will suffer.

Our operations, and those of certain of our suppliers and customers, are concentrated in large, purpose-built facilities, subjecting us to substantial risk of damage or loss if operations at any of these facilities are disrupted.

As a result of our cost structure and strategy of vertical integration, we conduct our operations at large, high volume, purpose-built facilities in California and throughout Asia. The facilities of many of our customers, our suppliers and our customers' suppliers are also concentrated in certain geographic locations throughout Asia and elsewhere. A localized health risk affecting our employees at these facilities or the staff of our or our customers' other suppliers, such as the spread of a pandemic influenza, could impair the total volume of our products that we are able to manufacture or sell, which would result in substantial harm to our operating results. Similarly, a fire, flood, earthquake, tsunami or other natural disaster, condition or event such as political instability, civil unrest or a power outage that adversely affects any of these facilities, including access to or from these facilities by employees or logistics operators, would significantly affect our ability to manufacture or sell our products, which would result in a substantial loss of sales and revenue and a substantial harm to our operating results. For example, prior to the 2011 flooding in Thailand, all of WD's internal slider capacity and 60% of WD's hard drive manufacturing capacity was in Thailand. As a result of the flooding in Thailand, WD's facilities were inundated and temporarily shut down. During that period, WD's ability to manufacture hard drives was significantly constrained, adversely affecting WD's business, financial condition and results of operations. A significant event that impacts any of our manufacturing sites, or the sites of our customers or suppliers, could adversely affect our ability to manufacture or sell our products, and our business, financial condition and results of operations could suffer.

Manufacturing and marketing our products globally subjects us to numerous risks.

We are subject to risks associated with our global manufacturing operations and global marketing efforts, as well as risks associated with our utilization of and reliance on contract manufacturers, including:

- obtaining requisite governmental permits and approvals;
- currency exchange rate fluctuations or restrictions;
- political instability and civil unrest;
- limited transportation availability, delays, and extended time required for shipping, which risks may be compounded in periods of price declines;
- higher freight rates;
- labor challenges, including difficulties finding and retaining talent or responding to labor disputes or disruptions;
- trade restrictions or higher tariffs;

- copyright levies or similar fees or taxes imposed in European and other countries;
- exchange, currency and tax controls and reallocations;
- increasing labor and overhead costs; and
- loss or non-renewal of favorable tax treatment under agreements or treaties with foreign tax authorities.

Terrorist attacks may adversely affect our business and operating results.

The continued threat of terrorist activity and other acts of war or hostility have created uncertainty in the financial and insurance markets and have significantly increased the political, economic and social instability in some of the geographic areas in which we, our suppliers or our customers operate. Additionally, it is uncertain what impact the reactions to such acts by various governmental agencies and security regulators worldwide will have on shipping costs. Acts of terrorism, either domestically or abroad, could create further uncertainties and instability. To the extent this results in disruption or delays of our manufacturing capabilities or shipments of our products, our business, operating results and financial condition could be adversely affected.

Sudden disruptions to the availability of freight lanes could have an impact on our operations.

We generally ship our products to our customers, and receive shipments from our suppliers, via air, ocean or land freight. The sudden unavailability or disruption of cargo operations or freight lanes caused by, among other things, labor difficulties or disputes, severe weather patterns or other natural disasters, or political instability or civil unrest, could impact our operating results by impairing our ability to timely and efficiently deliver our products.

If our technology infrastructure, systems or products are compromised, damaged or interrupted by cyber attacks, data security breaches, other security problems, security vulnerabilities, or design defects, we could suffer harm to our business and financial condition, exposure to significant liability, reputational harm, and other serious negative consequences.

We experience from time to time attempts to breach our technology infrastructure, systems and products through cyber attacks. Cyber attacks can include computer viruses, computer denial-of-service attacks, worms, and other malicious software programs or other attacks, covert introduction of malware to computers and networks, impersonation of authorized users, and efforts to discover and exploit any security vulnerabilities or security weaknesses, as well as intentional or unintentional acts by employees or other insiders with access privileges, intentional acts of vandalism by third parties and sabotage. We believe cyber attack attempts are increasing in number and that cyber attackers are developing increasingly sophisticated systems and means to not only attack systems, but also to evade detection or to obscure their activities. While some of our products contain encryption or security algorithms to protect third-party content or user-generated data stored on our products, these products could still be hacked or the encryption schemes could be compromised, breached, or circumvented by motivated and sophisticated attackers.

In addition, our technology infrastructure and systems are vulnerable to damage or interruption from natural disasters, power loss and telecommunications failures. Further, our products contain sophisticated hardware and operating system software and applications that may contain security problems, security vulnerabilities, or defects in design or manufacture, including "bugs" and other problems that could interfere with the intended operation of our products.

If efforts to breach our infrastructure, systems and products are successful or we are unable to protect against these risks, we could suffer interruptions, delays, or cessation of operations of our systems, and we, our customers, and other affected third parties could suffer loss or misuse of proprietary information, intellectual property, or sensitive or confidential data or personal information, costs, indemnification claims, litigation, and damage to our brand and reputation. All of these consequences could harm our reputation and our business and materially and adversely affect our operating results and financial condition.

We are subject to laws, rules, and regulations in the U.S. and other countries relating to the collection, use, sharing, and security of third-party data including personal data, and our failure to comply with these laws, rules and regulations could subject us to proceedings by governmental entities or others and cause us to incur penalties, significant legal liability, or loss of customers, loss of revenue, and reputational harm.

We are subject to laws, rules, and regulations in the U.S. and other countries relating to the collection, use, and security of third-party data including data that relates to or identifies an individual person. In many cases, these laws apply not only to third-party transactions, but also to transfers of information between us and our subsidiaries, and among us, our subsidiaries and other parties with which we have commercial relations. Our possession and use of third-party data including personal data in conducting our business subjects us to legal and regulatory burdens that may require us to notify vendors, customers or employees or other parties with which we have commercial relations of a data security breach and to respond to regulatory inquiries and to enforcement proceedings. Global privacy and data protection legislation, enforcement, and policy activity in this area are rapidly expanding and evolving, and may be inconsistent from jurisdiction to jurisdiction. Compliance requirements and even our inadvertent failure to comply with applicable laws may cause us to incur substantial costs, subject us to proceedings by governmental entities or others, and cause us to incur penalties or other significant legal liability, or lead us to change our business practices.

If we fail to identify, manage, complete and integrate acquisitions, investment opportunities or other significant transactions, it may adversely affect our future results.

As part of our growth strategy, we have completed, and we may continue to pursue, acquisitions of, investment opportunities in, or other significant transactions with companies that are complementary to our business. For example, we completed the acquisitions of Amplidata on March 9, 2015, Virident on October 17, 2013, and sTec on September 12, 2013. In order to pursue this part of our growth strategy successfully, we must continue to identify attractive acquisition or investment opportunities, successfully complete the transactions, some of which may be large and complex, and manage post-closing issues such as integration of the acquired company or employees. We may not be able to continue to identify or complete appealing acquisition or investment opportunities given the intense competition for these transactions. Even if we identify and complete suitable corporate transactions, we may not be able to successfully address any integration challenges in a timely manner, or at all. Failing to successfully integrate or realign our business to take advantage of efficiencies or reduce redundancies of an acquisition may result in not realizing all or any of the anticipated benefits of the acquisition. In addition, failing to achieve the financial model projections for an acquisition may result in the incurrence of impairment charges and other expenses, both of which could adversely impact our results of operations or financial condition. Furthermore, we may agree to provide continuing service obligations or enter into other agreements in order to obtain certain regulatory approvals of our corporate transactions, and failure to satisfy these additional obligations could result in our failing to obtain regulatory approvals or the imposition of additional obligations on us, any of which could adversely affect our business, financial condition and results of operations.

Please also see the risk factor entitled "*If we fail to realize the anticipated benefits from our acquisition of HGST on a timely basis, or at all, our business and financial condition may be adversely affected*".

Our strategic relationships subject us to risks that could adversely affect our business, financial condition and results of operations.

We have entered into strategic relationships with various partners to reduce the risk associated with relying on external suppliers for technologies, components, equipment and materials for use in our product design and manufacturing. Please see the risk factor entitled "*Because we are dependent on a limited number of qualified suppliers for components, sub-assemblies, equipment, consumables, raw materials, and logistics, a supplier's inability, unwillingness, or failure to support us in a timely manner with goods or services at a quality level and cost acceptable to us can adversely affect our margins, revenues and operating results*" for a further description of the risks associated with our reliance on external suppliers. These strategic relationships are subject to various risks that could adversely affect the value of our investments and our results of operations. These risks include the following:

- our interests could diverge from our partners' interests or we may not be able to agree with co-venturers on ongoing activities, or on the amount, timing or nature of further investments in the relationship
- we may experience difficulties and delays in ramping production at, and transferring technology to, such ventures;
- our control over the operations of our ventures is limited;
- due to financial constraints, our co-venturers may be unable to meet their commitments to us or may pose credit risks for our transactions with them;
- due to differing business models or long-term business goals, our partners may decide not to join us in funding capital investment by our ventures, which may result in higher levels of cash expenditures by us;
- we may lose the rights to technology or products being developed by the strategic relationship, including if our partner is acquired by another company, files for bankruptcy or experiences financial or other losses;
- we may experience difficulties or delays in collecting amounts due to us from our co-venturers;
- the terms of our arrangements may turn out to be unfavorable; and

- changes in tax, legal or regulatory requirements may necessitate changes in the agreements with our co-venturers.

If our strategic relationships are unsuccessful, our business, results of operations or financial condition may be adversely affected.

The loss of our key executive management, staff and skilled employees, the inability to hire and integrate new employees or decisions to realign our business could negatively impact our business prospects.

Our success depends upon the continued contributions of our key management, staff and skilled employees, many of whom would be extremely difficult to replace. Global competition for skilled employees in the data storage industry is intense and, as we attempt to move to a position of technology leadership in the storage industry, our business success becomes increasingly dependent on our ability to retain our key staff and skilled employees, to attract, integrate and retain new skilled employees and to make decisions to realign our business to take advantage of efficiencies or reduce redundancies. Volatility or lack of positive performance in our stock price and the overall markets may adversely affect our ability to retain key staff or skilled employees who have received equity compensation. Additionally, because a substantial portion of our key employees' compensation is placed "at risk" and linked to the performance of our business, when our operating results are negatively impacted, we are at a competitive disadvantage for retaining and hiring key management, staff and skilled employees versus other companies that pay a relatively higher fixed salary. If we lose our existing key management, staff or skilled employees, or are unable to hire and integrate new key management, staff or skilled employees, or if we fail to implement succession plans for our key management or staff, our operating results would likely be harmed. Furthermore, if we do not realize the anticipated benefits of our intended realignment after we make decisions regarding our personnel and implement our realignment plans, our operating results could be adversely affected.

The nature of our industry and its reliance on intellectual property and other proprietary information subjects us and our suppliers and customers to the risk of significant litigation.

The data storage industry has been characterized by significant litigation. This includes litigation relating to patent and other intellectual property rights, product liability claims and other types of litigation. Litigation can be expensive, lengthy and disruptive to normal business operations. Moreover, the results of litigation are inherently uncertain and may result in adverse rulings or decisions. We may enter into settlements or be subject to judgments that may, individually or in the aggregate, have a material adverse effect on our business, financial condition or operating results. As disclosed in Part I, Item 1, Note 5 in the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q, in relation to our litigation matter with Seagate, on October 8, 2014, the Minnesota Supreme Court affirmed the decision of the Minnesota Court of Appeals, and as a result on October 14, 2014, we paid Seagate $773.4 million to satisfy the full amount of the final arbitration award plus interest accrued through October 13, 2014.

We evaluate notices of alleged patent infringement and notices of patents from patent holders that we receive from time to time. If claims or actions are asserted against us, we may be required to obtain a license or cross-license, modify our existing technology or design a new non-infringing technology. Such licenses or design modifications can be extremely costly. In addition, we may decide to settle a claim or action against us, which settlement could be costly. We may also be liable for any past infringement. If there is an adverse ruling against us in an infringement lawsuit, an injunction could be issued barring production or sale of any infringing product. It could also result in a damage award equal to a reasonable royalty or lost profits or, if there is a finding of willful infringement, treble damages. Any of these results would increase our costs and harm our operating results. In addition, our suppliers and customers are subject to similar risks of litigation, and a material, adverse ruling against a supplier or customer could negatively impact our business.

Our reliance on intellectual property and other proprietary information subjects us to the risk that these key ingredients of our business could be copied by competitors.

Our success depends, in significant part, on the proprietary nature of our technology, including non-patentable intellectual property such as our process technology. If a competitor is able to reproduce or otherwise capitalize on our technology despite the safeguards we have in place, it may be difficult, expensive or impossible for us to obtain necessary legal protection. Also, the laws of some foreign countries may not protect our intellectual property to the same extent as do U.S. laws. In addition to patent protection of intellectual property rights, we consider elements of our product designs and processes to be proprietary and confidential. We rely upon employee, consultant and vendor non-disclosure agreements and contractual provisions and a system of internal safeguards to protect our proprietary information. However, any of our registered or unregistered intellectual property rights may be challenged or exploited by others in the industry, which could harm our operating results.

The costs of compliance with state, federal and international legal and regulatory requirements, such as environmental, labor, trade, health, safety, anti-corruption and tax regulations, customers' standards of corporate citizenship, and industry *and coalition standards, such as those established by the Electronics Industry Citizenship Coalition, could cause an increase in our operating costs.*

We are subject to, and may become subject to additional, state, federal and international laws and regulations governing our environmental, labor, trade, health, safety, anti-corruption and tax practices. These laws and regulations, particularly those applicable to our international operations, are or may be complex, extensive and subject to change. We will need to ensure that we and our suppliers and partners timely comply with such laws and regulations, which may result in an increase in our operating costs. Legislation has been, and may in the future be, enacted in locations where we manufacture or sell our products. In addition, climate change and financial reform legislation is a significant topic of discussion and has generated and may continue to generate federal, international or other regulatory responses in the near future. If we or our suppliers or partners fail to timely comply with applicable legislation, our customers may refuse to purchase our products or we may face increased operating costs as a result of taxes, fines or penalties, or legal liability and reputational damage, which would have a materially adverse effect on our business, financial condition and operating results.

In connection with our compliance with environmental laws and regulations, as well as our compliance with industry and coalition environmental initiatives, such as those established by the Electronics Industry Citizenship Coalition, the standards of business conduct required by some of our customers, and our commitment to sound corporate citizenship in all aspects of our business, we could incur substantial compliance and operating costs and be subject to disruptions to our operations and logistics. In addition, if we were found to be in violation of these laws or noncompliant with these initiatives or standards of conduct, we could be subject to governmental fines, liability to our customers and damage to our reputation and corporate brand which could cause our financial condition or operating results to suffer.

Conflict minerals regulations may cause us to incur additional expenses and could limit the supply and increase the cost of certain components and metals contained in our products.

In August 2012, the SEC adopted new rules establishing diligence and disclosure requirements regarding the use and source of gold, tantalum, tin and tungsten, commonly referred to as 3TG or conflict minerals, that are necessary to the functionality or production of products manufactured or contracted to be manufactured by public companies. These rules require us to determine and report annually whether such 3TG originated from the Democratic Republic of the Congo or an adjoining country, the first such report was due on June 2, 2014. These rules could affect our ability to source components that contain 3TG, or 3TG generally, at acceptable prices and could impact the availability of such components or 3TG, since there may be only a limited number of suppliers of "conflict free" 3TG. Our customers, including our OEM customers, may require that our products contain only conflict free 3TG, and our revenues and margins may be harmed if we are unable to meet this requirement at a reasonable price, or at all, or are unable to pass through any increased costs associated with meeting this requirement. Additionally, we may suffer reputational harm with our customers and other stakeholders if our products are not conflict free or if we are unable to sufficiently verify the origins of the 3TG contained in our products through the due diligence procedures that we implement. We could incur significant costs to the extent that we are required to make changes to products, processes, or sources of supply due to the foregoing requirements or pressures. To the extent that proposed conflict minerals legislation is adopted by the European Commission or Canada, these risks could increase.

Violation of applicable laws, including labor or environmental laws, and certain other practices by our suppliers or customers could harm our business.

We expect our suppliers and customers to operate in compliance with applicable laws and regulations, including labor and environmental laws, and to otherwise meet our required standards of conduct. While our internal operating guidelines promote ethical business practices, we do not control our suppliers or customers or their labor or environmental practices. The violation of labor, environmental or other laws by any of our suppliers or customers, or divergence of a supplier's or customer's business practices from those generally accepted as ethical, could harm our business by:

- interrupting or otherwise disrupting the shipment of our product components;
- damaging our reputation;
- forcing us to find alternate component sources;
- reducing demand for our products (for example, through a consumer boycott); or
- exposing us to potential liability for our suppliers' or customers' wrongdoings.

Any decisions to reduce or discontinue paying cash dividends to our shareholders or repurchase shares of our common stock pursuant to our previously announced stock repurchase program could cause the market price for our common stock to decline.

Our payment of quarterly cash dividends and repurchase shares of our common stock pursuant to our stock purchase program will be subject to, among other things, our financial position and results of operations, available cash and cash flow, capital requirements, and other factors. Any reduction or discontinuance by us of the payment of quarterly cash dividends or repurchases of our common stock pursuant to our stock repurchase program could cause the market price of our common stock to decline. Moreover, in the event our payment of quarterly cash dividends or repurchases of shares of our common stock are reduced or discontinued, our failure or inability to resume paying cash dividends or repurchasing shares of our common stock at historical levels could result in a lower market valuation of our common stock.

Fluctuations in currency exchange rates as a result of our international operations may negatively affect our operating results.

Because we manufacture and sell our products abroad, our revenue, margins, operating costs and cash flows are impacted by fluctuations in foreign currency exchange rates. If the U.S. dollar exhibits sustained weakness against most foreign currencies, the U.S. dollar equivalents of unhedged manufacturing costs could increase because a significant portion of our production costs are foreign-currency denominated. Conversely, there would not be an offsetting impact to revenues since revenues are substantially U.S. dollar denominated. Additionally, we negotiate and procure some of our component requirements in U.S. dollars from non-U.S. based vendors. If the U.S. dollar weakens against other foreign currencies, some of our component suppliers may increase the price they charge for their components in order to maintain an equivalent profit margin. If this occurs, it would have a negative impact on our operating results.

Prices for our products are substantially U.S. dollar denominated even when sold to customers that are located outside the United States. Therefore, as a substantial portion of our sales are from countries outside the United States, fluctuations in currency exchanges rates, most notably the strengthening of the U.S. dollar against other foreign currencies, contribute to variations in sales of products in impacted jurisdictions and could adversely impact demand and revenue growth. In addition, currency variations can adversely affect margins on sales of our products in countries outside the United States.

We attempt to manage the impact of foreign currency exchange rate changes by, among other things, entering into short-term, foreign exchange contracts. However, these contracts do not cover our full exposure and can be canceled by the counterparty if currency controls are put in place.

Increases in our customers' credit risk could result in credit losses and term extensions under existing contracts with customers with credit losses could result in an increase in our operating costs.

Some of our OEM customers have adopted a subcontractor model that requires us to contract directly with companies, such as ODMs, that provide manufacturing and fulfillment services to our OEM customers. Because these subcontractors are generally not as well capitalized as our direct OEM customers, this subcontractor model exposes us to increased credit risks. Our agreements with our OEM customers may not permit us to increase our product prices to alleviate this increased credit risk. Additionally, as we attempt to expand our OEM and distribution channel sales into emerging economies such as Brazil, Russia, India and China, the customers with the most success in these regions may have relatively short operating histories, making it more difficult for us to accurately assess the associated credit risks. Our acquisition of HGST has also resulted in an increase to our customer credit risk given that we service many of the same customers. Any credit losses we may suffer as a result of these increased risks, or as a result of credit losses from any significant customer, especially in situations where there are term extensions under existing contracts with such customers, would increase our operating costs, which may negatively impact our operating results.

Our operating results fluctuate, sometimes significantly, from period to period due to many factors, which may result in a significant decline in our stock price.

Our quarterly operating results may be subject to significant fluctuations as a result of a number of other factors including:

- the timing of orders from and shipment of products to major customers;
- our product mix;
- changes in the prices of our products;

- manufacturing delays or interruptions;
- acceptance by customers of competing products in lieu of our products;
- variations in the cost of and lead times for components for our products;
- limited availability of components that we obtain from a single or a limited number of suppliers;
- seasonal and other fluctuations in demand for systems that use storage devices often due to technological advances; and
- availability and rates of transportation.

We often ship a high percentage of our total quarterly sales in the third month of the quarter, which makes it difficult for us to forecast our financial results before the end of the quarter. As a result of the above or other factors, our forecast of operating results for the quarter may differ materially from our actual financial results. If our results of operations fail to meet the expectations of analysts or investors, it could cause an immediate and significant decline in our stock price.

We have made and continue to make a number of estimates and assumptions relating to our consolidated financial reporting, and actual results may differ significantly from our estimates and assumptions.

We have made and continue to make a number of estimates and assumptions relating to our consolidated financial reporting. The highly technical nature of our products and the rapidly changing market conditions with which we deal means that actual results may differ significantly from our estimates and assumptions. These changes have impacted our financial results in the past and may continue to do so in the future. Key estimates and assumptions for us include:

- price protection adjustments and other sales promotions and allowances on products sold to retailers, resellers and distributors;
- inventory adjustments for write-down of inventories to lower of cost or market value (net realizable value);
- testing of goodwill and other long-lived assets for impairment;
- reserves for doubtful accounts;
- accruals for product returns;
- accruals for warranty costs related to product defects;
- accruals for litigation and other contingencies;
- liabilities for unrecognized tax benefits; and
- expensing of stock-based compensation.

The market price of our common stock is volatile.

The market price of our common stock has been, and may continue to be, volatile. Factors that may significantly affect the market price of our common stock include the following:

- actual or anticipated fluctuations in our operating results, including those resulting from the seasonality of our business;
- announcements of technological innovations by us or our competitors, which may decrease the volume and profitability of sales of our existing products and increase the risk of inventory obsolescence;
- new products introduced by us or our competitors;
- strategic actions by us or competitors, such as acquisitions and restructurings;

- periods of severe pricing pressures due to oversupply or price erosion resulting from competitive pressures or industry consolidation;
- developments with respect to patents or proprietary rights;
- proposed or adopted regulatory changes or developments or anticipated or pending investigations, proceedings or litigation that involve or affect us or our competitors;
- conditions and trends in the hard drive, solid state storage, computer, data and content management, storage and communication industries;
- contraction in our operating results or growth rates that are lower than our previous high growth-rate periods;
- failure to meet analysts' revenue or earnings estimates or changes in financial estimates or publication of research reports and recommendations by financial analysts relating specifically to us or the storage industry in general; and
- macroeconomic conditions that affect the market generally and, in particular, developments related to market conditions for our industry.

In addition, the stock market is subject to fluctuations in the stock prices and trading volumes that affect the market prices of the stock of public companies, including us. These broad market fluctuations have adversely affected and may continue to adversely affect the market price of shares of our common stock. For example, expectations concerning general economic conditions may cause the stock market to experience extreme price and volume fluctuations from time to time that particularly affect the stock prices of many high technology companies. These fluctuations often appear to be unrelated to the operating performance of the companies.

Securities class action lawsuits are often brought against companies after periods of volatility in the market price of their securities. A number of such suits have been filed against us in the past, and should any new lawsuits be filed, such matters could result in substantial costs and a diversion of resources and management's attention.

The resale of shares of common stock issued to Hitachi, Ltd. ("Hitachi") in connection with our acquisition of HGST could adversely affect the market price of our common stock.

On March 8, 2012, as partial consideration for our acquisition of HGST, we issued 25 million shares of our common stock to Hitachi. On each of November 6, 2013 and November 13, 2014, Hitachi completed a secondary offering of 12.5 million and 6.25 million, respectively, of these shares. Future sales of the remaining 6.25 million shares of our common stock held by Hitachi could adversely affect the market price of our common stock.

Our cash balances and investment portfolio are subject to various risks, any of which could adversely impact our financial position.

Given the international footprint of our business, we have both domestic and international cash balances and investments. We maintain an investment portfolio of various holdings, security types, and maturities. These investments are subject to general credit, liquidity, market, political, sovereign and interest rate risks, which may be exacerbated by unusual events that affect global financial markets. A material part of our investment portfolio consists of U.S. government securities and bank deposits. If global credit and equity markets experience prolonged periods of decline, or if there is a downgrade of the U.S. government credit rating due to an actual or threatened default on government debt, our investment portfolio may be adversely impacted and we could determine that our investments may experience an other-than-temporary decline in fair value, requiring impairment charges that could adversely affect our financial results. A failure of any of these financial institutions in which deposits exceed FDIC limits could also have an adverse impact on our financial position.

If our internal controls are found to be ineffective, our stock price may be adversely affected.

Our most recent evaluation resulted in our conclusion that as of April 3, 2015, in compliance with Section 404 of the Sarbanes-Oxley Act of 2002, our internal control over financial reporting was effective. If our internal control over financial reporting is found to be ineffective or if we identify a material weakness in our financial reporting in future periods, investors may lose confidence in the reliability of our financial statements, which may adversely affect our stock price.

Restrictive covenants in our credit agreement could restrict current and future operations or limit our flexibility to take certain actions.

Our credit agreement includes covenants relating to our financial performance and financial position. In addition, our credit agreement restricts our ability to take other actions with respect to our current and future operations, including our ability to incur certain additional indebtedness or consolidate, merge or sell assets. Our ability to meet these restrictive covenants may be affected by events that could be beyond our control, and a breach of these restrictive covenants could result in an event of default under the credit agreement, which, if not cured or waived, could result in the indebtedness becoming immediately due and payable and could result in material adverse consequences that negatively impact our business.

From time to time we may become subject to income tax audits or similar proceedings, and as a result we may incur additional costs and expenses or owe additional taxes, interest and penalties that may negatively impact our operating results.

We are subject to income taxes in the United States and certain foreign jurisdictions, and our determination of our tax liability is subject to review by applicable domestic and foreign tax authorities. For example, as we have previously disclosed, we are under examination by the Internal Revenue Service for certain fiscal years and in connection with that examination, we received Revenue Agent Reports seeking certain adjustments to income as disclosed in Part I, Item 1, Note 6 in the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q. Although we believe our tax positions are properly supported, the final timing and resolution of any tax examinations are subject to significant uncertainty and could result in our having to pay amounts to the applicable tax authority in order to resolve examination of our tax positions, which could result in an increase or decrease of our current estimate of unrecognized tax benefits and may negatively impact our financial position, results of operations or cash flows.

We are subject to risks associated with loss or non-renewal of favorable tax treatment under agreements or treaties with foreign tax authorities.

Portions of our operations are subject to a reduced tax rate or are free of tax under various tax holidays that expire in whole or in part from time to time. Many of these holidays may be extended when certain conditions are met, or terminated if certain conditions are not met. If the tax holidays are not extended, or if we fail to satisfy the conditions of the reduced tax rate, then our effective tax rate could increase in the future. In addition, any actions by us to repatriate non-U.S. earnings for which we have not previously provided for U.S. taxes may impact our effective tax rate.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table provides information about repurchases by us of shares of our common stock during the quarter ended April 3, 2015:

(in millions, except average price paid per share)	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased As Part of Publicly Announced Program(1)	Maximum Value of Shares that May Yet be Purchased Under the Program(1)
Jan. 3, 2015—Jan. 30, 2015	2.2	$ 109.87	2.2	$ 622
Jan. 31, 2015—Feb. 27, 2015	—	$ —	—	$ 2,382
Feb. 28, 2015—Apr. 3, 2015	—	$ —	—	$ 2,382
Total	2.2	$ —	2.2	$ 2,382

(1) The Company's Board of Directors previously authorized $3.0 billion for the repurchase of the Company's common stock. On February 3, 2015, the Company's Board of Directors authorized an additional $2.0 billion for the repurchase of its common stock and approved the extension of its stock repurchase program to February 3, 2020. Repurchases under our stock repurchase program may be made in the open market or in privately negotiated transactions and may be made under a Rule 10b5-1 plan.

Item 6. ***EXHIBITS***

The exhibits listed in the Exhibit Index (following the signature page of the Quarterly Report on Form 10-Q) are filed with, or incorporated by reference in, this Quarterly Report on Form 10-Q, as specified in the Exhibit List, from exhibits previously filed with the Securities and Exchange Commission. Certain agreements listed in the Exhibit List that we have filed or incorporated by reference may contain representations and warranties by us or our subsidiaries. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in our public disclosures, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe the actual state of affairs at the date hereof and should not be relied upon.

Exhibit Number	Description
2.1	Stock Purchase Agreement, dated March 7, 2011, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.1 to Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on May 2, 2011) ±
2.2	First Amendment to Stock Purchase Agreement, dated May 27, 2011, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.2 to the Company's Annual Report on Form 10-K (File No. 1-08703) with the Securities and Exchange Commission on August 12, 2011)
2.3	Second Amendment to Stock Purchase Agreement, dated November 23, 2011, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.3 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on January 27, 2012)
2.4	Third Amendment to Stock Purchase Agreement, dated January 30, 2012, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.4 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on May 9, 2012)
2.5	Fourth Amendment to Stock Purchase Agreement, dated February 15, 2012, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.5 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on May 9, 2012)
2.6	Fifth Amendment to Stock Purchase Agreement, dated March 6, 2012, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.6 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on May 9, 2012)
2.7	Sixth Amendment to Stock Purchase Agreement, dated March 6, 2012, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.7 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on May 9, 2012)
2.8	Amendment to Stock Purchase Agreement, dated July 9, 2012, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.8 to the Company's Annual Report on Form 10-K (File No. 1-08703) with the Securities and Exchange Commission on August 19, 2013)
2.9	Amendment to Stock Purchase Agreement, dated July 27, 2012, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.8 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on November 2, 2012)
2.10	Amendment to Stock Purchase Agreement, dated August 29, 2012, among Western Digital Corporation, Western Digital Ireland, Ltd., Hitachi, Ltd., and Viviti Technologies Ltd. (Filed as Exhibit 2.9 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on November 2, 2012)
3.1	Amended and Restated Certificate of Incorporation of Western Digital Corporation, as amended to date (Filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q (File No. 1-08703) with the Securities and Exchange Commission on February 8, 2006)
3.2	Amended and Restated Bylaws of Western Digital Corporation, as amended effective as of November 14, 2013 (Filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 1-08703) with the Securities and Exchange Commission on November 14, 2013)
10.1	First Amendment to Credit Agreement, dated as of February 25, 2015, to the Credit Agreement dated as of January 9, 2014, among Western Digital Technologies, Inc. and Western Digital Ireland, Ltd., as borrowers, Western Digital Corporation, JPMorgan Chase Bank, N.A., as administrative agent, and the other lenders party thereto from time to time†
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002†
31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002†
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002††
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted 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 Document†
101.LAB	XBRL Taxonomy Extension Label Linkbase Document†
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document†
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document†

† Filed with this report.

† † Furnished with this report.

* Management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to applicable rules of the Securities and Exchange Commission.

± Certain schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned thereunto duly authorized.

WESTERN DIGITAL CORPORATION
Registrant

/s/ OLIVIER C. LEONETTI

Olivier C. Leonetti
Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Date: May 11, 2015

Exhibit 10.1

EXECUTION VERSION

FIRST AMENDMENT dated as of February 25, 2015 (this "Amendment") to the Credit Agreement dated as of January 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among WESTERN DIGITAL TECHNOLOGIES, INC. (the "US Borrower"), WESTERN DIGITAL IRELAND, LTD. (the "Cayman Subsidiary Borrower"), WESTERN DIGITAL CORPORATION ("Holdings"), the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Holdings, the US Borrower, the Cayman Subsidiary Borrower and Western Digital International, Ltd., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Parent Borrower"), have requested that the Credit Agreement be amended to add the Cayman Parent Borrower as an additional Borrower thereunder and to effect certain other changes, in each case as set forth herein;

The Lenders party hereto and the Administrative Agent are willing so to amend the Credit Agreement on the terms and subject to the conditions set forth herein;

Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein (including in the recitals hereto) have the meanings assigned to them in the Credit Agreement, as amended hereby.

SECTION 2. Amendment of the Credit Agreement. Effective as of the Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

(a) The introductory paragraph is deleted in its entirety and replaced with the following:

CREDIT AGREEMENT ("Agreement") dated as of January 9, 2014, among WESTERN DIGITAL TECHNOLOGIES, INC., a Delaware corporation (the "US Borrower"), WESTERN DIGITAL INTERNATIONAL, LTD., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Parent Borrower"), WESTERN DIGITAL IRELAND, LTD., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Subsidiary Borrower" and together with the Cayman Parent Borrower, the "Cayman Borrowers" and the Cayman Borrowers together with the US Borrower, the "Borrowers"), WESTERN DIGITAL CORPORATION, a Delaware corporation ("Holdings"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

(b) The first recital is amended by adding a second sentence thereto reading as follows: "Pursuant to a First Amendment dated as of February 25, 2015, to this Agreement, the Cayman Parent Borrower became an additional Borrower hereunder."

(c) The following definitions are added in the appropriate alphabetical order to Section 1.01 of the Credit Agreement:

"Cayman Borrowers" has the meaning specified in the introductory paragraph hereto.

"Cayman Parent Borrower" has the meaning specified in the introductory paragraph hereto.

"Cayman Subsidiary Borrower" has the meaning specified in the introductory paragraph hereto.

(d) The definition of the term "Cayman Borrower" set forth in Section 1.01 of the Credit Agreement is deleted in its entirety.

(e) The definitions of the terms "Defaulting Lender", "Environmental Liability" and "Loan Document Obligations" set forth in Section 1.01 of the Credit Agreement are amended by replacing each reference therein to "either Borrower" with a reference to "any Borrower".

(f) The definition of the term "Guarantors" set forth in Section 1.01 of the Credit Agreement is amended by replacing the reference therein to "the Cayman Borrower" with a reference to "the Cayman Borrowers".

(g) The definition of the terms "Term A-1 Commitment" and "Term A-1 Note" set forth in Section 1.01 of the Credit Agreement are amended by replacing the reference to "Cayman Borrower" with a reference to "Cayman Subsidiary Borrower".

(h) Sections 2.01(a), 2.07(c) and 4.01(a)(v) of the Credit Agreement are amended by replacing each reference to "Cayman Borrower" with a reference to "Cayman Subsidiary Borrower".

(i) Sections 2.01(b), 2.01(e) and 2.02(b) of the Credit Agreement are amended by replacing each reference to "Cayman Borrower" with a reference to "Cayman Borrowers".

(j) Section 2.03(a)(i) of the Credit Agreement is amended by revising the final two sentences thereof to read as follows: "In no event shall the US Borrower be obligated or otherwise liable for any Letter of Credit issued for the account of any Cayman Borrower or any of such Cayman Borrower's Subsidiaries except in its capacity as a Guarantor. In no event will any Cayman Borrower be obligated or otherwise liable for any Letter of Credit issued for the account of the US Borrower or any of the US Borrower's Subsidiaries (other than such Cayman Borrower or any of such Cayman

Borrower's Subsidiaries for which such Cayman Borrower is a joint and several co-applicant)."

(k) Section 2.03(e)(vi), 5.10(b), 6.04, 8.01(g)(iii), 8.01(i)(iii) and 9.01 of the Credit Agreement are amended by replacing each reference to "either Borrower" with a reference to "any Borrower".

(l) Section 2.04(a) is amended by revising the final two sentences to read as follows: "In no event will the US Borrower be obligated or otherwise liable for any Swing Line Loan of a Cayman Borrower except in its capacity as a Guarantor. In no event will any Cayman Borrower be obligated or otherwise liable for any Swing Line Loans of the US Borrower."

(m) The first sentence of Section 2.14(a) of the Credit Agreement is amended by replacing "Each or both of the Borrowers" with "Any one or more Borrowers".

(n) The second sentence of Section 2.14(b) of the Credit Agreement is amended by replacing the phrase "identical to those of the Term A-1 Commitments and the Term A-1 Loans if made to the Cayman Borrower" with "identical to those of the Term A-1 Commitments and the Term A-1 Loans if made to a Cayman Borrower (provided, that either the Cayman Parent Borrower or the Cayman Subsidiary Borrower may be the borrower thereunder)".

(o) Section 3.01(e)(ii)(B) of the Credit Agreement is amended by replacing each reference to "W-8BEN" with a reference to "W-8BEN or Form W-8BEN-E, as applicable,".

(p) Section 5.07(a) of the Credit Agreement is amended by replacing the reference to "Neither Borrower" with a reference to "No Borrower".

(q) Section 10.07 of the Credit Agreement is amended by replacing each reference to "the Cayman Borrower" with a reference to "any Cayman Borrower".

(r) Each of Exhibit A (Form of Loan Notice), Exhibit B (Form of Swing Line Loan Notice), Exhibit C-1 (Form of Revolving Credit Note), Exhibit C-2 (Form of Term Note), Exhibit D (Form of Compliance Certificate) and Exhibit E (Assignment and Assumption) is hereby replaced in the form of Annexes A, B, C-1, C-2, D and E, respectively, attached hereto.

SECTION 3. Reaffirmation. Each of Holdings and the US Borrower hereby confirms its guarantee and other obligations under Article X of the Credit Agreement with respect to the Obligations of all Loan Parties, including, on and after the Amendment Effective Date, with respect to the Obligations of the Cayman Parent Borrower.

SECTION 4. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, each of the Borrowers, including the Cayman Parent Borrower, hereby represents and warrants to the Administrative Agent and the Lenders that:

(a) (x) the transactions set forth herein are within such Borrower's organizational powers and have been duly authorized by all necessary organizational and, if required, stockholder action and (y) this Amendment has been duly executed and delivered by such Borrower and constitutes, and the Credit Agreement as amended hereby will on and after the Amendment Effective Date constitute, a legal, valid and binding obligation of such Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(b) on the Amendment Effective Date and immediately after giving effect to this Amendment, no Default has occurred or is continuing; and

(c) all representations and warranties of Holdings and the Borrowers set forth in the Credit Agreement are true and correct in all material respects (or, if qualified by materiality, in all respects) on and as of the Amendment Effective Date, except to the extent expressly made as of another date, in which case such representations and warranties were true and correct in all material respects (or, if qualified by materiality, in all respects) on and as of such other date.

SECTION 5. Effectiveness. This Amendment shall become effective as of the first date (the "Amendment Effective Date") on which each of the following conditions has been satisfied:

(a) the Administrative Agent shall have received counterparts hereof duly executed and delivered by Holdings, each the Borrowers (including the Cayman Parent Borrower), Lenders collectively representing the Required Lenders and the Administrative Agent;

(b) the Administrative Agent shall have received such customary documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Cayman Parent Borrower and the authorization of the transactions contemplated hereby by the Cayman Parent Borrower and the other Borrowers, all in form and substance reasonably satisfactory to the Administrative Agent;

(c) the Administrative Agent shall have received a favorable opinion of (i) O'Melveny & Myers LLP, counsel to the Borrowers, and (ii) Conyers Dill & Pearman (Cayman) Limited, counsel to the Cayman Borrowers, in each case, addressed to the Administrative Agent, each Lender and the L/C Issuer, in form and substance reasonably satisfactory to the Administrative Agent, concerning the Borrowers, this Amendment and the Credit Agreement, as amended hereby;

(d) each Subsidiary Guarantor shall have entered into a reaffirmation agreement pursuant to which such Subsidiary Guarantor reaffirms its obligations under the Subsidiary Guaranty, including those with respect to the Obligations of the Cayman Parent Borrower, in form and substance reasonably satisfactory to the Administrative Agent;

(e) the Cayman Parent Borrower shall have provided to the Lenders all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act to the extent requested at least 5 days prior to the Amendment Effective Date; and

(f) the Administrative Agent shall have received payment from the Borrowers of all reasonable and documented fees and expenses of the Administrative Agent (including the reasonable and documented fees, disbursements and other charges of counsel to the Administrative Agent) payable or subject to reimbursement under Section 10 hereof or under the Credit Agreement to the extent a reasonably detailed invoice therefor has been delivered to the Borrowers at prior to the Amendment Effective Date.

The Administrative Agent shall notify Holdings, the Borrowers and the Lenders of the Amendment Effective Date and such notice shall be conclusive and binding.

SECTION 6. Effect of Amendment. %2.Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

(b) On and after the Amendment Effective Date, the Cayman Parent Borrower will be a “Borrower” for all purposes of the Credit Agreement and the other Loan Documents.

(c) On and after the Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement as amended hereby. This Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 7. Applicable Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. Counterparts; Integration; Effectiveness. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

SECTION 10. Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent, as well as all other out-of-pocket expenses payable under the Credit Agreement that have not yet been reimbursed to the extent such fees and expenses are invoiced prior to the Amendment Effective Date.

SECTION 11. FATCA. From and after the effective date of this Amendment, with respect to the Loans made on or prior to the date hereof under the Credit Agreement, as amended hereby, the Borrowers shall indemnify the Administrative Agent, and hold it harmless from, any and all losses, claims, damages, liabilities and related expenses, including Taxes and the fees, charges and disbursements of any counsel for any of the foregoing, arising in connection with the Administrative Agent's treating, for purposes of determining withholding Taxes imposed under FATCA, such Loans as qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the date first above written.

WESTERN DIGITAL TECHNOLOGIES, INC., as the US Borrower and Guarantor

By: /s/ Olivier Leonetti
Name: Olivier Leonetti
Title: Chief Financial Officer

WESTERN DIGITAL INTERNATIONAL,
LTD., as the Cayman Parent Borrower

By: /s/ Michael Ray
Name: Michael Ray
Title: Director and President

[Signature Page to First Amendment to the Credit Agreement]

WESTERN DIGITAL IRELAND, LTD., as the Cayman Subsidiary Borrower

By: /s/ Olivier Leonetti
Name: Olivier Leonetti
Title: Director and Chief Financial Officer

[Signature Page to First Amendment to the Credit Agreement]

WESTERN DIGITAL CORPORATION, as
Holdings and Guarantor

By: /s/ Olivier Leonetti

Name: Olivier Leonetti

Title: Chief Financial Officer

[Signature Page to First Amendment to the Credit Agreement]

JPMORGAN CHASE BANK, N.A.,
individually and as Administrative Agent

By: /s/ Keith Winzenried
Name: Keith Winzenried
Title: Executive Director

[Signature Page to First Amendment to the Credit Agreement]

Name of
Lender: Bank of America, N.A.

By: /s/ Jeannette Lu
Name: Jeannette Lu
Title: Vice President

Name of
Lender: CITIBANK, N.A., as a Lender

By: /s/ Sean Klimchalk
Name: Sean Klimchalk
Title: Vice President and Director

Name of
Lender: ROYAL BANK OF CANADA
By: /s/ Sheldon Pinto

Name: Sheldon Pinto

Title: Authorized Signatory

Name of
Lender: HSBC Bank USA, National Association
By: /s/ Andrew Hietala

Name: Andrew Hietala

Title: Senior Vice President

Name of
Lender: Sumitomo Mitsui Banking Corp.

By: /s/ Shuji Yabe

Name: Shuji Yabe

Title: Managing Director

Name of
Lender: TD BANK, N.A.

By: /s/ Betty Chang

Name: Betty Chang

Title: Senior Vice President

Name of
Lender: THE BANK OF NOVA SCOTIA

By: /s/ Eugene Dempsey

Name: Eugene Dempsey

Title: Director

Name of
Lender: Wells Fargo Bank, N.A.

By: /s/ Lacy Houstoun

Name: Lacy Houstoun

Title: Director

Name of
Lender: COMPASS BANK

By: /s/ Khoa Duong

Name: Khoa Duong

Title: Vice President

Name of
Lender: DBS Bank Ltd.

By: /s/ Thomas McCabe
Name: Thomas McCabe
Title: Country Head

Name of
Lender: Fifth Third Bank

By: /s/ Suzanne Rode

Name: Suzanne Rode

Title: Managing Director

Annex A

[FORM OF] LOAN NOTICE

Date: ___________, _____

JPMorgan Chase Bank, N.A.
10 South Dearborn Street, Floor 7
Chicago, IL 60603
Attn: Teresita Siao
Fax: 888-292-9533
Telephone: 312-385-7051
Email: jpm.agency.servicing.4@jpmorgan.com

Copy to:
JPMorgan Chase Bank, N.A.
1301 Second Avenue, Floor 25
Seattle, WA 98101
Attn: Keith Winzenried
Fax: 208-298-0693
Telephone: 206-500-1225
Email: keith.f.winzenried@jpmorgan.com

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of January 9, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"; the terms defined therein being used herein as therein defined), among Western Digital Technologies, Inc., a Delaware corporation (the "US Borrower"), Western Digital International, Ltd., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Parent Borrower"), Western Digital Ireland, Ltd., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Subsidiary Borrower" and together with the Cayman Parent Borrower, the "Cayman Borrowers" and the Cayman Borrowers together with the US Borrower, the "Borrowers"), Western Digital Corporation, a Delaware corporation ("Holdings"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and JPMorgan Chase Bank, N.A., as Administrative Agent.

The undersigned hereby requests (select one):

☐ A Borrowing of a Revolving Credit Loan ☐ A conversion or continuation of Loans

☐ A Borrowing of a Term Loan

1. On ______________________________ (a Business Day).

2. In the amount of $_______________.

---

3. Comprised of ________________________________.
[Type of Loan requested]

4. For Eurodollar Rate Loans: with an Interest Period of ____ months.

The Borrowing of a Revolving Credit Loan, if any, requested herein complies with the proviso to the first sentence of Section 2.01(c) of the Agreement.

[WESTERN DIGITAL TECHNOLOGIES, INC.

By: __
Name: __
Title: __]

WESTERN DIGITAL INTERNATIONAL, LTD.

By: __
Name: __
Title: __

WESTERN DIGITAL IRELAND, LTD.

By: __
Name: __
Title: __]

Annex B

[FORM OF] SWING LINE LOAN NOTICE

[DATE]

JPMorgan Chase Bank, N.A.
10 South Dearborn Street, Floor 7
Chicago, IL 60603
Attn: Teresita Siao
Fax: 888-292-9533
Telephone: 312-385-7051
Email: jpm.agency.servicing.4@jpmorgan.com

Copy to:
JPMorgan Chase Bank, N.A.
1301 Second Avenue, Floor 25
Seattle, WA 98101
Attn: Keith Winzenried
Fax: 208-298-0693
Telephone: 206-500-1225
Email: keith.f.winzenried@jpmorgan.com

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of January 9, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"; the terms defined therein being used herein as therein defined), among Western Digital Technologies, Inc., a Delaware corporation (the "US Borrower"), Western Digital International, Ltd., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Parent Borrower"), Western Digital Ireland, Ltd., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Subsidiary Borrower" and together with the Cayman Parent Borrower, the "Cayman Borrowers" and the Cayman Borrowers together with the US Borrower, the "Borrowers"), Western Digital Corporation, a Delaware corporation ("Holdings"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and JPMorgan Chase Bank, N.A., as Administrative Agent. This notice constitutes a Swing Line Loan Notice and the undersigned Borrower hereby gives you notice, pursuant to Section 2.04 of the Credit Agreement, that it requests a Swing Line Borrowing under the Credit Agreement, and in connection therewith specifies the following information with respect to such Swing Line Borrowing:

(A) Aggregate principal amount of Swing Line Borrowing: ____________

(B) Date of Swing Line Borrowing (which is a Business Day): ____________

Very truly yours,

[WESTERN DIGITAL TECHNOLOGIES, INC.

By: __
Name: __
Title: __

WESTERN DIGITAL INTERNATIONAL, LTD.

By: __
Name: __
Title: __

WESTERN DIGITAL IRELAND, LTD.

By: __
Name: __
Title: __]

[FORM OF] REVOLVING CREDIT NOTE

____

FOR VALUE RECEIVED, the undersigned (the [“US Borrower”] [the “Cayman Parent Borrower”] [“Cayman Subsidiary Borrower”]) hereby promises to pay to _____________________ or registered assigns (the “Lender”), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Revolving Credit Loan from time to time made by the Lender to such Borrower under the Credit Agreement, dated as of January 9, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Agreement”; the terms defined therein being used herein as therein defined), among Holdings, the US Borrower, the Cayman Parent Borrower, the Cayman Subsidiary Borrower, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

The [US Borrower] [Cayman Parent Borrower] [Cayman Subsidiary Borrower] promises to pay interest on the unpaid principal amount of each Revolving Credit Loan made to such Borrower from the date of such Revolving Credit Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. Except as otherwise provided in Section 2.04(f) of the Agreement with respect to Swing Line Loans, all payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent’s Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business, provided that the failure of the Lender to maintain any such accounts or records shall not affect the obligations of the [US Borrower] [Cayman Parent Borrower] [Cayman Subsidiary Borrower] hereunder or under the Agreement. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

The [US Borrower] [Cayman Parent Borrower] [Cayman Subsidiary Borrower], for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

[Signature Page Follows]

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[WESTERN DIGITAL TECHNOLOGIES, INC.

By: __
Name: __
Title: __

WESTERN DIGITAL INTERNATIONAL, LTD.

By: __
Name: __
Title: __

WESTERN DIGITAL IRELAND, LTD.

By: __
Name: __
Title: __]

[FORM OF] TERM NOTE

____

FOR VALUE RECEIVED, the undersigned (the ["US Borrower"] ["Cayman Parent Borrower"] [the "Cayman Subsidiary Borrower"]) hereby promises to pay to ______________________ or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Term Loan from time to time made by the Lender to such Borrower under the Credit Agreement, dated as of January 9, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"; the terms defined therein being used herein as therein defined), among Holdings, the US Borrower, the Cayman Borrowers, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

The [US Borrower] [Cayman Parent Borrower] [Cayman Subsidiary Borrower] promises to pay interest on the unpaid principal amount of each Term Loan made to such Borrower from the date of such Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. Except as otherwise provided in Section 2.04(f) of the Agreement with respect to Swing Line Loans, all payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business, provided that the failure of the Lender to maintain any such accounts or records shall not affect the obligations of the [US Borrower] [Cayman Parent Borrower] [Cayman Subsidiary Borrower] hereunder or under the Agreement. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

The [US Borrower] [Cayman Parent Borrower] [Cayman Subsidiary Borrower], for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

[Signature Page Follows]

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[WESTERN DIGITAL TECHNOLOGIES, INC.

By: __
Name: __
Title: __

WESTERN DIGITAL INTERNATIONAL, LTD.

By: __
Name: __
Title: __

WESTERN DIGITAL IRELAND, LTD.

By: __
Name: __
Title: __]

TERM LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

[FORM OF] COMPLIANCE CERTIFICATE

Financial Statement Date: ____________

JPMorgan Chase Bank, N.A.
10 South Dearborn Street, Floor 7
Chicago, IL 60603
Attn: Teresita Siao
Fax: 888-292-9533
Telephone: 312-385-7051
Email: jpm.agency.servicing.4@jpmorgan.com

Copy to:
JPMorgan Chase Bank, N.A.
1301 Second Avenue, Floor 25
Seattle, WA 98101
Attn: Keith Winzenried
Fax: 208-298-0693
Telephone: 206-500-1225
Email: keith.f.winzenried@jpmorgan.com

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of January 9, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined), among Western Digital Technologies, Inc., a Delaware corporation (the "US Borrower"), Western Digital International, Ltd., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Parent Borrower") Western Digital Ireland, Ltd., an exempted company incorporated under the laws of the Cayman Islands (the "Cayman Subsidiary Borrower"), Western Digital Corporation, a Delaware corporation ("Holdings"), each Lender from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

The undersigned [chief executive officer] [chief financial officer] [treasurer] [controller] of Holdings hereby certifies as of the date hereof that he/she is the [chief executive officer] [chief financial officer] [treasurer] [controller] of Holdings, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of Holdings, and that, on behalf of Holdings:

[Use following paragraph 1 for fiscal year-end financial statements]

1. Holdings has delivered the year-end audited financial statements required by Section 6.09(b) of the Agreement for the fiscal year of Holdings ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

[Use following paragraph 1 for fiscal quarter-end financial statements]

1. Holdings has delivered the unaudited financial statements required by Section 6.09(a) of the Agreement for the fiscal quarter of Holdings ended as of the above date. Such financial statements fairly present, in all material respects, the financial condition of Holdings and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a review of the transactions and condition (financial or otherwise) of Holdings and its Subsidiaries during the accounting period covered by such financial statements.

3. A review of the activities of Holdings and the Loan Parties during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period Holdings and each Loan Party performed and observed all its Obligations under the Loan Documents, and

[select one:]

[to the knowledge of the undersigned, during such fiscal period, Holdings and each Loan Party has performed and observed each covenant of the Loan Documents applicable to it, and no Default has occurred and is continuing.]

--or--

[to the knowledge of the undersigned, during such fiscal period the following covenants have not been performed or observed and the following is a list of each such Default and its nature and status:]

4. The financial covenant analyses and information set forth on Schedules 1, 2 and 3 attached hereto are true and accurate, in all material respects, on and as of the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, on behalf of Holdings, as of _____________, ________.

WESTERN DIGITAL CORPORATION

By: __
Name: __
Title: __

For the Quarter/Year ended __________________(“Statement Date”)

SCHEDULE 1

to the Compliance Certificate

($ in 000’s)

I. Section 7.09(a) – Consolidated Leverage Ratio.

A. Consolidated Debt for Borrowed Money at Statement Date: $__________

B. Consolidated EBITDA for four prior fiscal quarters ending Statement Date (see Schedule 2): $_______

C. Consolidated Leverage Ratio (Line I.A ÷ Line I.B): ________ to 1

Maximum permitted as of the last day of the fiscal quarter in which the Closing Date occurs, (i) until April 3, 2015, calculated on a Pro Forma Basis, to be greater than 3.0 to 1.0, and (ii) thereafter, calculated on a Pro Forma Basis, to be greater than 2.75 to 1.0.

II. Section 7.09(b) – Consolidated Interest Coverage Ratio.

A. Consolidated EBITDA for four prior fiscal quarters ending on Statement Date (see Schedule 2): $________

B. Consolidated Interest Expense for four prior fiscal quarters ending on Statement Date (see Schedule 3): $________

C. Consolidated Interest Coverage Ratio (Line II.A ÷ Line II.B): ________ to 1

Minimum required: 3.0 to 1.0

For the Quarter/Year ended __________________

SCHEDULE 2

to the Compliance Certificate

($ in 000's)

CONSOLIDATED EBITDA

CONSOLIDATED EBITDA (for Holdings and its Subsidiaries on a consolidated basis)	Quarter Ended ________	Quarter Ended ________	Quarter Ended ________	Quarter Ended ________	Four Quarter Period Ended ________
Net Income/Loss					
plus interest expense					
plus income tax expense					
plus depreciation expense					
plus amortization expense (including amortization of deferred financing fees and other original issue discount and banking fees, charges and commissions (such as letter of credit fees and commitment fees))					
plus extraordinary losses					
plus other non-cash items reducing net income (including impairment charges but excluding any such non-cash item to the extent it represents an accrual of or reserve for cash expenditures in any future period, provided, however, that all cash and non-cash charges and expenses with respect to the Seagate Arbitration shall be added back to Consolidated EBITDA to the extent that the aggregate amount of all such charges and expenses do not exceed 110% of the aggregate amount recorded by Holdings as an accrual in connection with the Seagate Arbitration through and including the fiscal quarter ended September 27, 2013 identified in its Quarterly Report on Form 10-Q as originally filed with the SEC on October 29, 2013)					
plus any expenses or charges incurred in connection with any issuance of debt or equity securities (including upfront fees payable in respect of bank facilities)					

CONSOLIDATED EBITDA (for Holdings and its Subsidiaries on a consolidated basis)	Quarter Ended __________	Quarter Ended __________	Quarter Ended __________	Quarter Ended __________	Four Quarter Period Ended __________
plus any fees and expenses related to acquisitions and investments permitted under the Credit Agreement (whether or not any such transaction is consummated) or acquisitions consummated prior to the Closing Date					
plus restructuring charges, reserves, severance and other transformational charges and other non-recurring or unusual expenses not to exceed, in any period of four consecutive fiscal quarters, an aggregate amount equal to the greater of $250,000,000 and 10% of Consolidated EBITDA for such period (calculated prior to giving effect to any add-back pursuant to this clause)					
plus unrealized losses in respect of Hedge Agreements (but adding any realized losses to the extent not deducted in calculating such net income (or net loss))					
minus extraordinary gains					
minus non-cash gains increasing net income (excluding any such non-cash gain to the extent it represents the reversal of an accrual or reserve for potential cash gain in any prior period)					
minus interest income					
Consolidated EBITDA					

For the Quarter/Year ended __________________

SCHEDULE 3

to the Compliance Certificate

($ in 000's)

CONSOLIDATED INTEREST EXPENSE

CONSOLIDATED INTEREST EXPENSE (for Holdings and its Subsidiaries on a consolidated basis)	Quarter Ended _________	Quarter Ended _________	Quarter Ended _________	Quarter Ended _________	Four Quarter Period Ended _________
Total interest expense (including that portion attributable to capital leases in accordance with GAAP and capitalized interest) of Holdings and its Subsidiaries for such period, on a consolidated basis with respect to all outstanding Consolidated Debt for Borrowed Money, including all commissions, discounts and other fees and charges owed with respect to letters of credit					
minus interest expense not payable in cash					
minus income (net of costs) under Hedge Agreements in respect of interest rates					
Consolidated Interest Expense					

[FORM OF] ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each] Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors] [the Assignees] hereunder are several and not joint.] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including, without limitation, the Letters of Credit and the Swing Line Loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: ______________________________

2. Assignee[s]: ______________________________ [for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

3. Borrower(s): ______________________________

4. Administrative Agent: JPMorgan Chase Bank, N.A.

5. Credit Agreement: Credit Agreement, dated as of January 9, 2014 among Western Digital Technologies, Inc., a Delaware corporation, Western Digital International, Ltd., an exempted company incorporated under the laws of the Cayman Islands, and Western Digital Ireland, Ltd., an exempted company incorporated under the laws of the Cayman Islands, as borrowers, Western Digital Corporation, a Delaware corporation, each lender from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

6. Assigned Interest[s]:

Assignor[s]	Assignee[s]	Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment /Loans Assigned	Percentage Assigned of Commitment /Loans	CUSIP Number
____________	____________	________	$________________	$_________	________%	________
____________	____________	________	$________________	$_________	________%	________
____________	____________	________	$________________	$_________	________%	________

7. Trade Date: __________________

Effective Date: __________________, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee, if not already a Lender, agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information will be made available.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: __
Name:
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: __
Name:
Title:

[Consented to and] Accepted:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: ________________________________
Name:
Title:

[Consented to:]

[JPMORGAN CHASE BANK, N.A., as
L/C Issuer

By: ________________________________
Name:
Title:]

[JPMORGAN CHASE BANK, N.A., as
Swing Line Lender

By: ________________________________
Name:
Title:]

[WESTERN DIGITAL TECHNOLOGIES, INC., as
US Borrower

By: ________________________________
Name:
Title:

WESTERN DIGITAL INTERNATIONAL, LTD., as
Cayman Parent Borrower

By: ________________________________
Name:
Title:

WESTERN DIGITAL IRELAND, LTD., as
Cayman Subsidiary Borrower

By: ________________________________
Name:
Title:]

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of Holdings, any Borrower, any other Subsidiaries or Affiliates of Holdings or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Holdings, any Borrower, any other Subsidiaries or Affiliates of Holdings or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 11.06(b)(v) of the Credit Agreement (subject to such consents, if any, as may be required under Section 11.06(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.09 thereof (or, prior to the first such delivery, the financial statements referred to in Section 5.05 thereof), as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute the entire contract among the parties. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

Exhibit 31.1

Certification of Principal Executive Officer

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Stephen D. Milligan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Western Digital Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (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.

Date: May 11, 2015

/s/ STEPHEN D. MILLIGAN

Stephen D. Milligan

President and Chief Executive Officer

Exhibit 31.2

Certification of Principal Financial Officer

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Olivier C. Leonetii, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Western Digital Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15(d)-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (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.

Date: May 11, 2015

/s/ OLIVIER C. LEONETTI

Olivier C. Leonetti

Executive Vice President and Chief Financial Officer

Exhibit 32.1

The following certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350 and Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended. This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that Western Digital Corporation specifically incorporates it by reference.

Certification of Chief Executive Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Western Digital Corporation, a Delaware corporation (the "Company"), hereby certifies that, to his knowledge:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended April 3, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

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

Date: May 11, 2015

/s/ STEPHEN D. MILLIGAN

Stephen D. Milligan

President and Chief Executive Officer

Exhibit 32.2

The following certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350 and Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended. This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that Western Digital Corporation specifically incorporates it by reference.

Certification of Chief Financial Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Western Digital Corporation, a Delaware corporation (the "Company"), hereby certifies that, to his knowledge:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended April 3, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

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

Date: May 11, 2015

/s/ OLIVIER C. LEONETTI

Olivier C. Leonetti

Executive Vice President and Chief Financial Officer