

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person *			2. Date of Event Requiring Statement (MM/DD/YYYY)		3. Issuer Name and Ticker or Trading Symbol		
Hatfield David			10/6/2015		Pure Storage, Inc. [PSTG]		
(Last)	(First)	(Middle)	4. Relationship of Reporting Person(s) to Issuer (Check all applicable)				
650 CASTRO STREET, SUITE 400			<input type="checkbox"/> Director <input type="checkbox"/> 10% Owner <input checked="" type="checkbox"/> Officer (give title below) <input type="checkbox"/> Other (specify below) President /				
(Street)			5. If Amendment, Date Original Filed (MM/DD/YYYY)		6. Individual or Joint/Group Filing (Check Applicable Line)		
MOUNTAIN VIEW, CA 94041					<input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person		
(City)	(State)	(Zip)					

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
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Table II - Derivative Securities Beneficially Owned (e.g. , puts, calls, warrants, options, convertible securities)

1. Title of Derivate Security (Instr. 4)	2. Date Exercisable and Expiration Date (MM/DD/YYYY)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form of Derivative Security: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Stock Option (right to buy)	(1)	2/5/2023	Class B Common Stock (2)	1052112	\$1.225	D	
Stock Option (right to buy)	(3)	1/29/2024	Class B Common Stock (2)	400000	\$2.575	D	
Stock Option (right to buy)	(4)	3/27/2024	Class B Common Stock (2)	500000	\$2.98	D	
Stock Option (right to buy)	(5)	3/16/2025	Class B Common Stock (2)	150000	\$13.20	D	
Stock Option (right to buy)	(6)	9/22/2025	Class B Common Stock (2)	75000	\$17.00	D	
Class B Common Stock	(2)	(2)	Class A Common Stock	1350510 (7)	(2)	D	

Table II - Derivative Securities Beneficially Owned (e.g. , puts, calls, warrants, options, convertible securities)

1. Title of Derivate Security (Instr. 4)	2. Date Exercisable and Expiration Date (MM/DD/YYYY)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form of Derivative Security: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Class B Common Stock	(2)	(2)	Class A Common Stock	18666	(2)	I	By Trust (8)
Class B Common Stock	(2)	(2)	Class A Common Stock	18666	(2)	I	By Trust (9)
Class B Common Stock	(2)	(2)	Class A Common Stock	18666	(2)	I	By Trust (10)

Explanation of Responses:

- (1) 1/48 of the Option vests in equal monthly installments one month from 1/15/2013. The option shall be subject to accelerated vesting as set forth in optionee's employment agreement with the Issuer. The shares subject to this option are early exercisable, subject to the Issuer's right to repurchase.
- (2) Each share of Class B Common Stock is convertible at any time at the option of the Reporting Person into one share of Class A Common Stock and has no expiration date. Upon the closing of the issuer's sale of its Class A Common Stock in its firm commitment underwritten initial public offering pursuant to a registration statement on Form S-1 (File No. 333-206312) under the Securities Act of 1933, as amended, the Class B Common Stock will convert automatically into Class A Common Stock on the same basis upon the earlier of: (i) any transfer, whether or not for value, except for certain "Permitted Transfers" as defined in the Issuer's restated certificate of incorporation in effect as of the date hereof, (ii) the affirmative vote of the holders of Class B Common Stock representing not less than a majority of the outstanding shares of Class B Common Stock, or (iii) October 6, 2025.
- (3) 1/18 of the Option vests in equal monthly installments one month from 7/15/2016. The option shall be subject to accelerated vesting as set forth in optionee's employment agreement with the Issuer.
- (4) 1/24 of the Option vests in equal monthly installments one month from 1/1/2018. The option shall be subject to accelerated vesting as set forth in optionee's employment agreement with the Issuer.
- (5) 1/12 of the Option vests in equal monthly installments one month from 2/15/2020. The option shall be subject to accelerated vesting if, at any time, the Issuer terminates Optionholder's employment other than for Cause or Optionholder resigns for Good Reason, twenty-five percent (25%) of the unvested shares subject to the Option shall vest effective as of the termination or resignation date. If, on or within eighteen (18) months after a Change in Control, Optionholder's employment with the Issuer terminates either by the Issuer (or its successor) other than for Cause, or by Optionholder due to a resignation for Good Reason, all then-unvested outstanding shares subject to the Option shall vest in full effective as of the termination or resignation date.
- (6) The option vests in ten (10) equal monthly installments beginning on March 15, 2021. 1/10 of the Option vests in equal monthly installments one month from 3/15/2021. The option shall be subject to accelerated vesting in accordance with the terms of the Issuer's change in control severance benefit plan.
- (7) 63,574 of the shares are unvested and subject to the Issuer's right of repurchase. The shares vest monthly over a period of 48 months from 1/15/2013 in an amount equal to one-forty eighth of the number of shares subject to each month. The option shall be subject to accelerated vesting as set forth in optionee's employment agreement with the Issuer.
- (8) By DMH 2013 Irrevocable Trust
- (9) By JHH 2013 Irrevocable Trust
- (10) By KGH 2013 Irrevocable Trust

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Hatfield David 650 CASTRO STREET, SUITE 400 MOUNTAIN VIEW, CA 94041			President	

Signatures

/s/ John T. McKenna, attorney-in-fact

10/6/2015

**Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5(b)(v).

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of Joe FitzGerald, Todd Wheeler, Adriana Botto, Auddrena Mauga, Tim Riitters, Mona Chu, Mark Tanoury and John McKenna, signing individually, the undersigned's true and lawful attorneys-in fact and agents to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an officer, director or beneficial owner of more than 10% of a registered class of securities of Pure Storage, Inc. (the "Company"), Forms 3, 4 and 5 (including any amendments thereto) in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules thereunder;
- (2) do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to execute such Forms 3, 4 or 5 (including any amendments thereto) and timely file such forms with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any nature whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion. The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act. This Power of Attorney shall remain in full force and effect until the earliest to occur of (a) the undersigned is no longer required to file Forms 3, 4 and 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, (b) revocation by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact or (c) as to any attorney-in-fact individually, until such attorney-in-fact is no longer employed by the Company or Cooley LLP. IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of August 27, 2015.

/s/ David Hatfield
DAVID HATFIELD