

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): **July 19, 2007**

SILICON LABORATORIES INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-29823
(Commission File Number)

74-2793174
(IRS Employer
Identification No.)

400 West Cesar Chavez, Austin, TX
(Address of Principal Executive Offices)

78701
(Zip Code)

Registrant's telephone number, including area code: **(512) 416-8500**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

5.02 Departure or Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 19, 2007, Silicon Laboratories Inc. ("Silicon Laboratories") and William G. Bock entered into an Amendment to Stock Options Agreement (the "Amendment"). Mr. Bock is Silicon Laboratories' current Senior Vice President and Chief Financial Officer and he previously served as a director of Silicon Laboratories between March 2000 and November 2006. The Amendment amends certain stock option agreements governing options exercisable for a total of 48,000 shares of Silicon Laboratories' common stock that were granted to Mr. Bock under the 2000 Stock Incentive Plan while he was a director of Silicon Laboratories. Prior to the Amendment, each such stock option agreement provided that the underlying options would cease to be exercisable on November 8, 2007 (the expiration of the 12-month period following the termination of Mr. Bock's service as a director of Silicon Laboratories). The Amendment amends each such stock option agreement to provide that the exercisability of the underlying options shall now be tied to the definition of "Service" found in the Plan (which includes Mr. Bock's service as an employee) rather than solely to service as a director of Silicon Laboratories. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 hereto, and is incorporated into this Current Report on Form 8-K by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amendment to Stock Options Agreement between Silicon Laboratories Inc. and William G. Bock dated July 19, 2007.

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

SILICON LABORATORIES INC.

July 20, 2007

Date

/s/Paul V. Walsh, Jr.

Paul V. Walsh, Jr.

*Vice President of Finance
(Principal Accounting Officer)*

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EXHIBIT INDEX

Exhibit No.	Description
10.1	Amendment to Stock Options Agreement between Silicon Laboratories Inc. and William G. Bock dated July 19, 2007.

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SILICON LABORATORIES INC.
AMENDMENT TO STOCK OPTIONS AGREEMENT

This Amendment to Stock Options Agreement (this "Amendment") dated effective as of July 19, 2007 is entered into between Silicon Laboratories Inc. (the "Corporation") and William G. Bock ("Optionee").

WHEREAS, by their original terms, certain stock options held by Optionee would cease to be exercisable on November 8, 2007 (the expiration of the 12-month period measured from Optionee's cessation of Board service).

WHEREAS, Optionee is continuing to provide Service to the Corporation and Optionee and the Corporation intend that the exercisability of those stock options that were held by Optionee and vested upon Optionee's cessation of Board service should be tied to Service (as defined in Plan) rather than Board service.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Amendment of Options.** This Amendment amends the terms of Stock Option Agreements listed below (the "Option Agreements"):

<u>Grant No.</u>	<u>Grant Date</u>	<u>Number of Shares</u>	<u>Exercise Price</u>
2000119	3/23/2000	23,000	\$ 31.00
2000678	4/24/2002	5,000	\$ 30.15
2000998	4/24/2003	5,000	\$ 31.15
2001811	12/10/2004	5,000	\$ 31.77
2001876	4/21/2005	5,000	\$ 31.23
2001405	4/29/2004	5,000	\$ 50.03

Section 5 of each of the Option Agreements is hereby amended and restated in its entirety as follows:

Cessation of Service. The option term specified in Paragraph 2 shall terminate (and this option shall cease to be outstanding) prior to the Expiration Date should any of the following provisions become applicable:

(i) Should Optionee cease to remain in Service for any reason (other than death, Permanent Disability or Misconduct) while this option is outstanding, then this option shall remain exercisable until the earlier of (i) the expiration of the three (3)-month period measured from the date of such cessation of Service or (ii) the Expiration Date.

(ii) Should Optionee die while holding this option, then Optionee's Beneficiary shall have the right to exercise this option until the earlier of (A) the expiration of the twelve (12)-month period measured from the date of Optionee's death or (B) the Expiration Date.

(iii) Should Optionee cease Service by reason of Permanent Disability while this option is outstanding, then this option shall remain exercisable until the earlier of (i) the expiration of the twelve (12)-month period measured from the date of such cessation of Service or (ii) the Expiration Date.

(iv) During the applicable post-Service exercise period, this option may not be exercised in the aggregate for more than the number of vested Option Shares for which the option is exercisable on the date of Optionee's cessation of Service. Upon the expiration of the applicable exercise period or (if earlier) upon the Expiration Date, this option shall terminate and cease to be outstanding for any vested Option Shares for which the option has not been exercised. However, this option shall, immediately upon Optionee's cessation of Service for any reason, terminate and cease to be outstanding to the extent this option is not otherwise at that time exercisable for vested shares.

(v) Should Optionee's Service be terminated for Misconduct or should Optionee engage in Misconduct while this option is outstanding, then this option shall terminate immediately and cease to be outstanding."

2. **Acknowledgement.** Optionee has consulted with Optionee's own tax and legal advisors regarding this Amendment and is not relying upon the Corporation for any advice in connection herewith.

3. **Full Effect.** Except as amended by this Amendment, the remaining terms of the Option Agreement shall remain in full force and effect. All capitalized terms in this Amendment shall have the meaning assigned to them in the Option Agreement unless otherwise defined herein.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first set forth above.

Silicon Laboratories Inc.

By: /s/ Diane M. Williams
Name: Diane M. Williams
Title: Sr. Director of Human Resources

/s/ William G. Bock
William G. Bock

