

**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): **March 8, 2012**

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))

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

On March 8, 2012, the Compensation Committee of the Board of Directors of Silicon Laboratories Inc. approved the 2012 Bonus Plan. The 2012 Bonus Plan is attached hereto as Exhibit 10.1 and the terms thereof are incorporated herein by reference. The 2012 Bonus Plan provides for the potential payment of quarterly cash bonuses to employees (including executive officers) which may be based upon individual or company performance criteria such as, without limitation, adjusted operating income, earnings per share, revenue, revenue by product area(s), gross margin, gross margin by product area(s) or management-based objectives such as the introduction of new products.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

10.1 Silicon Laboratories Inc. 2012 Bonus Plan.

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SIGNATURE

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.

March 8, 2012
Date

/s/ Paul V. Walsh, Jr.
Paul V. Walsh, Jr.
Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Silicon Laboratories Inc. 2012 Bonus Plan.

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE COMPENSATION COMMITTEE
OF THE BOARD OF DIRECTORS
OF
SILICON LABORATORIES INC.**

The undersigned, constituting all of the members of the Compensation Committee (the "Committee") of the Board of Directors of Silicon Laboratories Inc., a Delaware corporation (the "Company"), hereby execute this instrument to evidence their consent (in lieu of holding a meeting) to the adoption of the resolutions set forth on Exhibit A hereto.

IN WITNESS WHEREOF, the undersigned have executed this Action By Unanimous Written Consent to be effective as of March 8, 2012.

/s/ Laurence G. Walker

Laurence G. Walker

/s/ H. Berry Cash

H. Berry Cash

/s/ Navdeep S. Sooch

Navdeep S. Sooch

/s/ William P. Wood

William P. Wood

EXHIBIT A

**RESOLUTIONS OF
THE COMPENSATION COMMITTEE OF
THE BOARD OF DIRECTORS**

2012 BONUS PLAN

WHEREAS, in connection with the Committee's consideration of the proposed 2012 Bonus Plan attached hereto as Annex A (the "2012 Bonus Plan"), the Committee has previously reviewed and discussed the appropriate structure and performance metrics under the 2012 Bonus Plan and other matters the Committee deemed relevant;

NOW, THEREFORE, BE IT

RESOLVED, that the 2012 Bonus Plan be, and it hereby is, authorized, ratified, confirmed, adopted and approved.

RESOLVED, that the bonus metrics approved with respect to certain individuals at the January 19, 2012 meeting of the Committee are ratified for purposes of the 2012 Bonus Plan.

VESTING ACCELERATION

WHEREAS, Ferenc Mernyei is an employee of the Company's Hungarian subsidiary and is terminally ill;

NOW, THEREFORE, BE IT

RESOLVED, that the vesting shall be accelerated with respect to his remaining 1,000 RSUs subject to Grant Number 502830, his 465 RSUs subject to Grant Number 600257 and his 906 RSUs subject to Grant Number 600720 upon the earlier of (1) Mr. Mernyei's death or (2) his mutual written agreement with the Company's Hungarian subsidiary to terminate his employment.

MISCELLANEOUS

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Company, to prepare and deliver or cause to be prepared and delivered and to execute all documents and take or cause to be taken such further actions as they may deem necessary, appropriate or advisable to fully effectuate the intent of the foregoing recitals and resolutions and to comply with the provisions of any of the documents or instruments approved or authorized hereby.

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Silicon Laboratories Inc.
2012 Bonus Plan

Overview

Silicon Laboratories Inc. (“Silicon Labs”) is committed to sharing its success with the people who make it possible — the Silicon Labs employees. The purpose of the 2012 Bonus Plan (the “Plan”) is to encourage the Silicon Labs employees to participate in the achievement of the company’s goals and to permit Silicon Labs employees to share in the rewards of our success. The term of this Plan is for the 2012 fiscal year.

Eligible Employees

To be eligible to participate in the Plan, a person must be a regular full-time or part-time employee of Silicon Labs or one of its wholly-owned subsidiaries and not a participant in any other bonus plan or cash incentive plan (including any sales commission plan) unless participation under the Plan is permitted under the terms of such other plan.

Bonus Calculation

Bonuses and applicable bonus metrics shall be determined by the Compensation Committee (with respect to executive officers and other members of management designated by the Compensation Committee) or by the CEO of Silicon Labs after consultation with Human Resources (with respect to other Eligible Employees). Bonuses may be made dependent on individual or company performance criteria such as, without limitation, adjusted operating income, earnings per share, revenue, revenue by product area(s), gross margin, gross margin by product area(s) or management-based objectives such as the introduction of new products. Adjustments may be made from time to time at the sole discretion of the Compensation Committee (or its designee) to include or exclude certain items in the calculations. An example of a potential adjustment would be the exclusion of an expense item such as an unusual tax charge.

Eligible Earnings

Bonuses are paid as a percentage of Eligible Earnings earned by such employee during such quarter. Eligible Earnings include only an employee’s base salary or hourly wages. Eligible Earnings do not include, among other things, “extra months” bonuses or payments, disability pay, bonus payments from a previous bonus period or other payments that are taxable but not considered regular base earnings. For non-exempt employees, overtime pay would be considered Eligible Earnings.

Timing of Payments

Bonus checks will generally be issued within approximately one month after the end of each quarterly period. Bonus payments are not considered earned by the employee until the payment is received.

General Provisions

- Bonuses are subject to all applicable taxes and other required deductions. Bonus payments are not subject to benefit plan deductions or 401(k) plan contributions.
- The Plan will not be available to employees subject to the laws of any jurisdiction which prohibits any provisions of this Plan or in which tax or other business considerations make participation impracticable in the judgment of the Compensation Committee.
- The Plan does not constitute a guarantee of employment nor does it restrict Silicon Labs’ rights to terminate employment at any time or for any lawful reason.

· The Plan does not create vested rights of any nature nor does it constitute a contract of employment or a contract of any other kind. The Plan does not create any customary concession or privilege to which there is any entitlement from year-to-year, except to the extent required under applicable law. Nothing in the Plan entitles an employee to any remuneration or benefits not set forth in the Plan nor does it restrict Silicon Labs’ rights to increase or decrease the compensation of any employee, except as otherwise required under applicable law.

· The Plan shall not become a part of any employment condition, regular salary, remuneration package, contract or agreement, but shall remain gratuitous in all respects. Bonuses are not to be taken into account for determining severance pay, termination pay, “extra months” bonuses or payments, or any other form of pay or compensation.

· The Plan is provided at Silicon Labs’ sole discretion and Silicon Labs may modify or eliminate it at any time, individually or in the aggregate, prospectively or retroactively, without notice or obligation. In addition, there is no obligation to extend or establish a similar plan in subsequent years.

· The Plan shall not be pre-funded. Silicon Labs shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of bonuses.

· All references to a quarterly period refer to fiscal quarters of Silicon Labs.

· This Plan constitutes the entire arrangement regarding the Plan, supersedes any prior oral or written description of the Plan and may not be modified except by a written document that specifically references this Plan and is signed by the Silicon Labs CEO.

· Employees who resign or are terminated prior to the actual payment of a bonus shall not receive a bonus.

· Eligible employees who begin employment with Silicon Labs after the first day of a fiscal quarter for which a bonus is paid shall be eligible to receive a bonus for such quarter. The bonus will be based on actual Eligible Earnings earned by such employee during such quarter.

- Employees who are separated from employment with Silicon Labs due to divestiture, closure, or dissolution of a business are not eligible to receive a bonus.
 - Independent contractors, consultants, individuals who have entered into an independent contractor or consultant agreement, temporary employees, contract employees and interns are not eligible to participate in the Plan.
 - The quarterly bonus for an otherwise eligible employee who has died prior to the end of such quarter while employed will be paid to the decedent's estate.
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