

**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): **May 17, 2013**

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 1.01 Entry into a Material Definitive Agreement.

President Compensation Agreement

On May 17, 2013, the Compensation Committee of the Board of Directors of Silicon Laboratories Inc. ("Silicon Laboratories") approved the terms of compensation for its President, Bill Bock. The Committee approved the following compensation for Mr. Bock, upon the effective date of his appointment: (a) an annual base salary of \$375,000, (b) an annual target bonus as a percentage of his base salary of 100% under the 2013 Bonus Plan, (c) a grant of 35,000 Restricted Stock Units (the "RSU Award") that shall vest as follows: 50% on June 30, 2015 and 50% on June 30, 2016, contingent upon Mr. Bock's continued service as an employee of Silicon Laboratories through each such date, and (d) a grant of 25,000 Market Stock Units (the "MSU Award") that shall vest on July 31, 2016, contingent upon his continued service as an employee of Silicon Laboratories through such date. The actual number of shares to be awarded pursuant to MSU Award shall be determined based upon the performance of Silicon Laboratories' stock price relative to the Philadelphia Semiconductor Sector Total Return Index over a three year period commencing as of July 1, 2013 (the "Performance Period"). Bonuses paid to Mr. Bock will be pro rated according to the time he was employed by Silicon Laboratories during the applicable period.

Following Mr. Bock's termination of service as an employee (such date of termination, the "Termination Date") and contingent upon his continued service as a member of Silicon Laboratories' Board of Directors, he will:

(a) be granted an additional award of Restricted Stock Units with a grant date value as of the Termination Date equal to \$12,500 multiplied by the number of months remaining until the first annual stockholders meeting following the Termination Date (with partial months rounded up) and such grant would vest in a lump sum on the date of the first annual stockholders meeting following such Termination Date;

(b) be entitled to a cash payment with respect to each Eligible RSU Award equal to (i) the Fair Market Value of a share of Silicon Laboratories' common stock on the Termination Date multiplied by (ii) the number of unvested Restricted Stock Units subject to such Eligible RSU Award that would have vested within 12 months of the Termination Date multiplied by (iii) a fraction equal to the number of months (with partial months rounded up) that he has served as an employee between the later of the effective date of grant of the Eligible RSU Award or the last vesting date of such Eligible RSU Award (such later date, the "Starting Date") and the Termination Date divided by the total number of months between the Starting Date and the applicable scheduled vesting date; and

(c) be entitled to a cash payment with respect to each Eligible MSU Award equal to (i) the Fair Market Value of a share of Silicon Laboratories' common stock on the Termination Date multiplied by (ii) the Target Number of Units subject to such Eligible MSU Award multiplied by (iii) a fraction equal to the number of months (with partial months rounded up) that he has served as an employee since the beginning of the applicable Performance Period divided by

the total number of months in the Performance Period multiplied by the Relative Return Factor. For purpose of this calculation, the ending date of the Performance Period shall be the Termination Date.

The term "Eligible RSU Award" shall mean the RSU Award and any future award of Restricted Stock Units, but shall not include any currently outstanding award of Restricted Stock Units.

The term "Eligible MSU Award" shall mean the MSU Award and any future award of Market Stock Units, but shall not include any currently outstanding award of Market Stock Units.

Furthermore, the general requirement that a non-employee director must not have been employed by Silicon Laboratories for at least 6 months prior to the date of an annual stockholders meeting in order to receive the \$150,000 Restricted Stock Unit grant shall not be applicable to Mr. Bock (for clarity, Mr. Bock must still be a non-employee director on the date of such meeting in order to receive such grant).

In connection with the approval of the foregoing compensation, Mr. Bock and Silicon Laboratories entered into a compensation agreement (the "President Compensation Agreement"). The President Compensation Agreement is attached hereto as Exhibit 10.1 and the terms thereof are incorporated herein by reference.

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

On May 23, 2013, Silicon Laboratories issued a press release announcing the promotions of Bill Bock as President and John Hollister as Chief Financial Officer and Senior Vice President effective as of June 30, 2013.

Mr. Bock, age 62, has served Silicon Laboratories as interim Chief Financial Officer since February 2013. He served as Chief Financial Officer from November 2006 to July 2011, and Senior Vice President of Finance and Administration through December 2011. Mr. Bock joined Silicon Laboratories as a director in March 2000, and served as Chairman of the audit committee until November 2006 when he stepped down from the Board of Directors to assume the CFO role. He has served as a director of Silicon Laboratories since he rejoined the Board of Directors in July of 2011. From 2001 to 2006, Mr. Bock participated in the venture capital industry, principally as a partner with CenterPoint Ventures. Before his venture career, Mr. Bock held senior management positions with three venture-backed companies: DAZEL Corporation, Tivoli Systems, and Convex Computer Corporation. Mr. Bock began his career with Texas Instruments. Mr. Bock served on the Board of Directors of Convio, Inc., from January 2008 until its sale to Blackbaud Inc. in April 2012. Mr. Bock currently serves on the Board of Directors of Entropic Communications and is a member of their Audit Committee. Mr. Bock also serves as an independent business consultant to Foros Group, a mergers and acquisitions advisory firm, and several private technology companies. Mr. Bock holds a B.S. in Computer Science from Iowa State University and an M.S. in Industrial Administration from Carnegie Mellon University. Mr. Bock will continue to serve on Silicon Laboratories' Board of Directors.

Mr. Hollister, age 43, has served Silicon Laboratories as Vice President, Business Development since April 2012, and has also served as Chief Information Officer since November 2012. Mr. Hollister served as Vice President, Manufacturing and Asia Operations from November 2009 to April 2012. From April 2007 to October 2009, he was Managing Director, Asia Operations. Mr. Hollister joined Silicon Laboratories in 2004 and held finance management positions until April 2007. Prior to joining Silicon Laboratories, Mr. Hollister's experience included Vice President of Finance at Cicada Semiconductor as well as various finance positions at Cirrus Logic, Veritas DGC, 3-D Geophysical and PricewaterhouseCoopers LLP. Mr. Hollister is a CPA and has a master's degree in Accounting and a bachelor's degree in Business Administration from the University of Texas, Austin McCombs School of Business.

On May 17, 2013, the Compensation Committee of the Board of Directors of Silicon Laboratories approved the terms of compensation for its Chief Financial Officer, John Hollister. The Committee approved the following compensation for Mr. Hollister, upon the effective date of his appointment: (a) an annual base salary of \$300,000, (b) an annual target bonus as a percentage of his base salary of 75% under the 2013 Bonus Plan, (c) a grant of 15,000 Restricted Stock Units that shall vest as follows: one-third on June 30, 2014, one-third on June 30, 2015 and one-third on June 30, 2016, contingent upon his continued service through each such date, and (d) a grant of 20,000 Market Stock Units ("MSUs") that shall vest on July 31, 2016, contingent upon his continued service. The actual number of shares to be awarded pursuant to MSUs shall be determined based upon the performance of Silicon Laboratories' stock price relative to the Philadelphia Semiconductor Sector Total Return Index over a three year period commencing as of July 1, 2013.

The press release announcing the appointments of Mr. Bock and Mr. Hollister is attached hereto as Exhibit 99.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Compensation Agreement dated May 23, 2013 between Silicon Laboratories Inc. and William G. Bock
99	Press release of Silicon Laboratories Inc. dated May 23, 2013

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.

May 23, 2013

/s/ William G. Bock

Date

William G. Bock
Senior Vice President and Chief
Financial Officer
(Principal Financial Officer)

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Compensation Agreement dated May 23, 2013 between Silicon Laboratories Inc. and William G. Bock
99	Press release of Silicon Laboratories Inc. dated May 23, 2013

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May 23, 2013

William G. Bock

Dear Bill:

The following terms and conditions shall be applicable to you during your service as President of Silicon Laboratories Inc. (the "Company") commencing with an effective date of June 30, 2013 (the "Effective Date"):

Your annual salary will be \$375,000 payable in accordance with the Company's normal payroll practices.

You will be eligible to participate in the 2013 Bonus Plan with a target annualized bonus equal to 100% of your annualized base salary. Any such bonus shall be paid on a pro rata basis based on the number of days you serve as an employee of the Company during the applicable period.

Effective upon the Effective Date, you will be granted an award of 35,000 Restricted Stock Units (the "RSU Award"). The RSU Award will vest as follows: 50% on June 30, 2015 and 50% on June 30, 2016, contingent upon your continued service as an employee of the Company through each such date. The RSU Award will be subject to the terms and conditions of the Restricted Stock Units Grant Notice and Restricted Stock Units Award Agreement U.S. Participants and the 2009 Stock Incentive Plan.

Effective upon the Effective Date, you will be granted an award of market stock units with a Target Number of Units equal 25,000 (the "MSU Award"). The MSU Award will vest on July 31, 2016, contingent upon your continued service as an employee of the Company through such date. The Performance Period of the MSU Award shall commence as of July 1, 2013 and end at June 30, 2016 and the vesting date shall be July 31, 2016. The MSU Award will be subject to the terms and conditions of the Market Stock Units Grant Notice and Market Stock Units Award Agreement U.S. Participants (the "MSU Agreement") and the 2009 Stock Incentive Plan. The Performance Criteria and Performance Goals for the Performance Period shall be as set forth in the MSU Agreement.

Following your termination of service as an employee (such date of termination, the "Termination Date") and contingent upon your continued service as a member of the Company's Board, you will:

(a) be granted by the Compensation Committee of the Board an additional award of restricted stock units, with the number of units determined by dividing (i) the product of \$12,500 multiplied by the number of months remaining until the first annual stockholders meeting following your Termination Date (with partial months rounded up) by (ii) the fair market value per share of Company common stock on the grant date, and, provided you have remained in continuous service as a member of the Board, such award will vest in a lump sum on the day immediately prior to the first annual stockholders meeting following such Termination Date; and

(b) be entitled to a cash payment with respect to each Eligible RSU Award equal to (i) the Fair Market Value of a share of the Company's common stock on the Termination Date multiplied by (ii) the number of unvested Restricted Stock Units subject to such Eligible RSU Award that would have vested within 12 months of your Termination Date multiplied by (iii) a fraction equal to the number of months (with partial months rounded up) that you have served as an employee between the later of the effective date of grant of the Eligible RSU Award or

the most recent installment vesting date of such Eligible RSU Award (such later date, the "Starting Date") and your Termination Date divided by the total number of months between the Starting Date and the applicable scheduled vesting date; and, subject to "Section 409A Compliance" described below, if applicable, such cash payment shall be made within 30 days following the Termination Date; and

(c) be entitled to a cash payment with respect to each Eligible MSU Award equal to (i) the Fair Market Value of a share of the Company's common stock on the Termination Date multiplied by (ii) the Target Number of Units subject to such Eligible MSU Award multiplied by (iii) a fraction equal to the number of months (with partial months rounded up) that you have served as an employee since the beginning of the applicable Performance Period divided by the total number of months in the Performance Period multiplied by the Relative Return Factor determined with respect to a Performance Period which shall be deemed to end on the Termination Date; and, subject to "Section 409A Compliance" described below, if applicable, such cash payment shall be made within 30 days following the Termination Date.

The term "Eligible RSU Award" shall mean the RSU Award and any future award of Restricted Stock Units, but shall not include any currently outstanding award of Restricted Stock Units.

The term "Eligible MSU Award" shall mean the MSU Award and any future award of Market Stock Units, but shall not include any currently outstanding award of Market Stock Units.

Furthermore, the general requirement that a non-employee director must not have been employed by the Company for at least 6 months prior to the date of an annual stockholders meeting in order to receive the \$150,000 RSU grant shall not be applicable to you (for clarity, you must still be a non-employee director on the date of such meeting in order to receive such grant).

During your employment with the Company, you and your dependents shall be eligible to participate in Medical Insurance, Dental Insurance, Vision Care, Short-Term Disability, Long-Term Disability, Life Insurance, and the 125 Cafeteria Plan for Medical and Dependent Care Reimbursements, subject to the terms of the Company's benefit plan documents. You will also be eligible to participate in the Company's 401(k) Plan. The Company will match employee 401(k) contributions dollar-for-dollar to a maximum of \$5,000 annually. You may also enroll in the Company's employee stock purchase plan on the same terms as enjoyed by employees generally. The Company reserves the right to change or eliminate these benefits on a prospective basis at any time.

You shall comply with current Company policies and Company policies adopted from time-to-time in the future.

Your compensation will be subject to all applicable taxes and withholding.

The Indemnification Agreement and the Silicon Laboratories Inc. New-Hire Proprietary Information and Inventions Agreement between the Company and you shall remain in full force and effect.

Your employment is "at will" and may be terminated by you or the Company at any time.

The provisions of this and following paragraph of this letter are referred to as "Section 409A Compliance." The Company intends that income provided to you pursuant to this letter will comply with the provisions of Section 409A of the Internal Revenue Code and the regulations promulgated thereunder ("Section 409A"), to the extent applicable, and all provisions of this letter shall be construed and interpreted in a manner consistent with such intent. You may not, directly or indirectly, designate the calendar year of any payment to be made under this letter which constitutes a "deferral of compensation" for purposes of Section 409A ("Deferred Compensation"), and to the extent an amount of Deferred Compensation is payable within a specified time period, the time during such period at which such amount is paid shall be at the discretion of the Company. Neither you nor any of your

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creditors or beneficiaries shall have the right to subject any amount payable pursuant this letter to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any amount of Deferred Compensation payable pursuant to this letter may not be reduced by, or offset against, any amount you owe to the Company or any of its affiliates. Although the Company will use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A, you shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on you or your beneficiaries or any other taxpayer in connection with the payment of any amount under this letter (including any taxes and penalties under Section 409A), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold you or any beneficiary or other taxpayer harmless from any or all of such taxes or penalties.

No amount payable pursuant to this letter on account of your termination of employment with the Company which constitutes Deferred Compensation shall be paid unless and until you have incurred a "separation from service" within the meaning of Section 409A (including the provisions related to dual status as an employee and member of the Company's board of directors). Furthermore, to the extent that you are a "specified employee" within the meaning of Section 409A (determined using the identification methodology selected by Company from time to time, or if none, the default methodology) as of the date of your separation from service, no amount that constitutes Deferred Compensation which is payable on account of your separation from service shall be paid to you before the date (the "Delayed Payment Date") which is first day of the seventh month after the date of your separation from service or, if earlier, the date of your death following such separation from service. All such amounts that would, but for this paragraph, become payable prior to the Delayed Payment Date will be accumulated and paid in a lump sum on the Delayed Payment Date. Thereafter, any payments of Deferred Compensation that remain outstanding as of the day immediately following the Delayed Payment Date shall be paid without delay over the time period originally scheduled, in accordance with the terms of this letter.

This letter and the agreements referenced herein constitute the entire agreement between you and the Company relating to this subject matter and supersede all prior or contemporaneous agreements, understandings, negotiations or representations, whether oral or written, express or implied, on this subject. Upon the Effective Date, this letter supersedes the letter agreement dated March 13, 2013 between you and the Company. This letter may not be modified or amended except by a specific, written agreement signed by you and an authorized Company representative.

Sincerely,

/s/ G. Tyson Tuttle

G. Tyson Tuttle
Chief Executive Officer

By signing below, you acknowledge and agree to the terms set forth herein.

/s/ William G. Bock

William G. Bock

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SILICON LABS TO PROMOTE KEY EXECUTIVES

— Company appoints President and Permanent CFO —

AUSTIN, Texas — May 23, 2013 — Silicon Labs (Nasdaq: SLAB), a leader in high-performance, analog-intensive, mixed-signal integrated circuits (ICs), today announced that the company's interim CFO and board member, Bill Bock, will be returning to the management team on a permanent basis as president, reporting to chief executive officer, Tyson Tuttle. John Hollister, the company's vice president of business development, will be promoted to senior vice president and CFO, replacing Mr. Bock in that role. The changes will be effective June 30.

Mr. Bock's new responsibilities will include oversight of the company's general and administrative organizations and support for the effective execution of the strategic initiatives underway designed to accelerate the company's growth.

"I am thrilled to have Bill back on the management team and believe his track record and familiarity with our business will enable him to make an immediate and significant contribution as we focus on growing the business in a high-quality fashion," said Tyson Tuttle, CEO of Silicon Labs. "We are also very pleased to have a company veteran of John's caliber taking the CFO role. John's depth in both finance and operations and his understanding of Silicon Labs' business and culture will enable him to hit the ground running. I look forward to working closely with John in this exciting stage in the company's development."

Mr. Bock joined Silicon Labs' board of directors in 2000 and was appointed CFO in 2006. He retired from Silicon Labs' management team in 2011, returning as interim CFO in early 2013. Mr. Bock brings more than 30 years of experience spanning finance, operations and sales. Before joining Silicon Labs, he was president and chief executive officer of DAZEL Corporation. Prior to DAZEL, Mr. Bock served as executive vice president and chief operating officer of Tivoli Systems and CFO and senior vice president of sales of Convex Computer Corporation. He also spent nine years in various finance roles at Texas Instruments including vice president and

controller of TI's data systems group. Mr. Bock holds a bachelor's degree in Computer Science from Iowa State University and a master's degree in Industrial Administration from Carnegie Mellon University.

Mr. Hollister joined Silicon Labs in 2004 and rose rapidly through the finance organization to become director of finance, worldwide operations in 2005. In 2007, Mr. Hollister became managing director of the Asia operations team and was ultimately promoted to vice president of manufacturing and Asia operations where he served until 2012 when he relocated back to the US and became vice president of business development. Mr. Hollister's 20 years of professional experience include vice president of finance at Cicada Semiconductor, a private company, and various finance positions at Cirrus Logic, Veritas DGC, 3-D Geophysical and PricewaterhouseCoopers LLP. Mr. Hollister is a CPA and has a masters degree in Accounting and a bachelor's degree in Business Administration from the University of Texas, Austin McCombs School of Business.

The company also promoted Lyn Herr, a Silicon Labs veteran of 15 years, to vice president of worldwide human resources. Ms. Herr was most recently the senior director of the company's human resources organization.

"I'd like to also congratulate Lyn on her well-deserved promotion," Mr. Tuttle continued. "At Silicon Labs, people are our most valuable resource. Lyn's long history with the company and depth across the HR functions make her the ideal leader to evolve the HR organization to meet the needs of the organization and maintain our very high bar for new talent as the company grows."

Silicon Labs

Silicon Labs is an industry leader in the innovation of high-performance, analog-intensive, mixed-signal ICs. Developed by a world-class engineering team with unsurpassed expertise in mixed-signal design, Silicon Labs' diverse portfolio of patented semiconductor solutions offers customers significant advantages in performance, size and power consumption. For more information about Silicon Labs, please visit www.silabs.com.

Cautionary Language

This press release contains forward-looking statements based on Silicon Labs' current expectations. The words "believe," "estimate," "expect," "intend," "anticipate," "plan," "project," "will" and similar phrases as they relate to Silicon Labs are intended to identify such forward-looking statements. These forward-looking statements reflect the current views and assumptions of Silicon Labs and are subject to various risks and uncertainties that could cause actual results to differ materially from expectations. Among the factors that could cause actual results to differ materially from those in the forward-looking statements are the following: risks that Silicon Labs may not be able to maintain its historical growth; quarterly fluctuations in revenues and operating results; volatile stock price volatility; average selling prices of products may decrease significantly and rapidly; difficulties developing new products that achieve market acceptance; dependence on a limited number of products and customers; intellectual property litigation risks; product liability risks; inventory-related risks; risks associated with acquisitions and divestitures; difficulties managing international activities; difficulties managing our distributors, manufacturers and subcontractors; risks that Silicon Labs may not be able to manage strains associated with its growth; credit risks associated with our accounts receivable; dependence on key personnel; geographic concentration of manufacturers, assemblers, test service providers and customers in Asia that subjects Silicon Labs' business and results of operations to risks of natural disasters, epidemics, war and political unrest; debt-related risks; capital-raising risks; information technology risks; conflict mineral risks; the competitive and cyclical nature of the semiconductor industry and other factors that are detailed in the SEC filings

of Silicon Laboratories Inc. Silicon Labs disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. References in this press release to Silicon Labs shall mean Silicon Laboratories Inc.

Note to editors: Silicon Laboratories, Silicon Labs and the Silicon Labs logo are trademarks of Silicon Laboratories Inc. All other product names noted herein may be trademarks of their respective holders.

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