

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

**FORM 8-K/A**

AMENDMENT NO. 1

**CURRENT REPORT**

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

Date of report (Date of earliest event reported): **February 22, 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 78701**  
(Address of Principal Executive Offices) (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))

---

---

**Explanatory Note**

On February 22, 2013, Silicon Laboratories Inc. ("Silicon Laboratories") filed a Current Report on Form 8-K (the "Original Report") announcing the appointment of Bill Bock as interim Chief Financial Officer and Senior Vice President, effective as of February 22, 2013. As of the date of the Original Report, the terms of Mr. Bock's compensation had not been determined. This Amendment No. 1 to the Original Report is being filed solely for the purpose of providing the terms of such compensation.

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

On March 13, 2013, the Compensation Committee of the Board of Directors of Silicon Laboratories approved the terms of compensation for its interim Chief Financial Officer, Bill Bock. The Committee approved the following compensation for Mr. Bock: an annual base salary of \$375,000, an annual target bonus as a percentage of his base salary of 100% under the 2013 Bonus Plan, and, effective as of March 15, 2013 (the "RSU Effective Date"), a grant of restricted stock units (RSUs) covering the number of Silicon Laboratories common stock equal to \$720,000 divided by the Nasdaq closing price of a share of Silicon Laboratories' common stock on the RSU Effective Date. The RSUs shall vest in 12 equal monthly installments on the 15th day of each month following the RSU Effective Date, contingent upon Mr. Bock's continued service as an employee of Silicon Laboratories through each such date. Bonuses paid for the quarter in which Mr. Bock began employment and the quarter in which he terminates employment will be pro rated according to the time he was employed by Silicon Laboratories in such quarters.

Following the termination of Mr. Bock's employment, he will receive a grant of RSUs covering the number of Silicon Laboratories common stock equal to \$12,500 multiplied by the numbers of months until Silicon Laboratories' first annual stockholder meeting following his termination of employment (with partial months rounded up) divided by the Nasdaq closing price of Silicon Laboratories' common stock as of the date of termination of employment. Such RSUs shall vest in one lump sum on the date of Silicon Laboratories' first annual stockholders meeting following Mr. Bock's termination of employment, contingent upon his continued service on Silicon Laboratories' Board of Directors.

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 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 "Compensation Agreement"). The Compensation Agreement is attached hereto as Exhibit 10.1 and the terms thereof are incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

10.1 Compensation Agreement dated March 13, 2013 between Silicon Laboratories Inc. and William G. Bock

2

---

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 14, 2013

Date

/s/ William G. Bock

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

3

---

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Compensation Agreement dated March 13, 2013 between Silicon Laboratories Inc. and William G. Bock

4

---



March 13, 2013

William G. Bock

Dear Bill:

The following terms and conditions shall be applicable to you during your service as Chief Financial Officer of Silicon Laboratories Inc. (the "Company") commencing with an effective date of February 22, 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 March 15, 2013 (the "RSU Effective Date"), you will be granted an award of Restricted Stock Units (the "Award") for a number of shares of the Company's Common Stock equal to \$720,000 divided by the Nasdaq closing price of a share of the Company's Common Stock on the RSU Effective Date. The Award will vest in 12 equal monthly installments vesting on the 15th day of each month following the RSU Effective Date, contingent upon your continued service as an employee of the Company through each such date. The 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.

Following your termination of service as an employee and contingent upon your continued service as a member of the Company's Board, you will be granted an additional award of restricted stock units with a grant date value as of the date of your termination of employment equal to \$12,500 multiplied by the number of months remaining until the first annual stockholders meeting following your 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.

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.

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. 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

---