
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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 6, 2014

Skyworks Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-5560

(Commission File Number)

04-2302115

(I.R.S. Employer Identification No.)

20 Sylvan Road, Woburn, MA

(Address of principal executive offices)

01801

(Zip Code)

Registrant's telephone number, including area code:

781-376-3000

Not Applicable

Former name or former address, if changed since last report

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 May 6, 2014, the board of directors of Skyworks Solutions, Inc. (the “Company”), elected David J. Aldrich, who had previously served as the Company’s president and chief executive officer, to serve as chairman of the board of directors and chief executive officer of the Company. David J. McLachlan, the prior chairman of the Company’s board of directors, will remain a member of the board of directors and has been designated by the board of directors as lead independent director. The Company’s board of directors also elected Liam K. Griffin to serve as the president of the Company. Mr. Griffin had previously served as executive vice president and general manager of the Company.

Additional information regarding Mr. Griffin’s previous business experience is contained in Part III, Item 10 of Amendment No. 1 to the Company’s Annual Report on Form 10-K for the fiscal year ended September 27, 2013, under the heading “Executive Officers” and is incorporated herein by reference.

Effective May 6, 2014, Mr. Griffin will be eligible to receive a target bonus under the Company’s 2014 Executive Incentive Plan equal to 90% of his base salary. Mr. Griffin also received a restricted stock unit award pursuant to which 35,000 shares of the Company’s common stock will vest in four (4) equal annual installments beginning on May 6, 2015, and ending on May 6, 2018. The restricted stock unit award to Mr. Griffin is evidenced by the Company’s form of Restricted Stock Unit Agreement, which is filed with this Form 8-K as Exhibit 10.1.

A copy of the Company’s press release announcing the foregoing management changes is filed as Exhibit 99.1 to this Form 8-K.

Item 5.07 Submission of Matters to a Vote of Security Holders.

At the Annual Meeting held on May 6, 2014, the Company’s stockholders were asked to consider and vote on three proposals that are described in the Company’s definitive proxy statement that was filed with the Securities and Exchange Commission on March 26, 2014, in connection with the annual meeting (the “Proxy Statement”). The results of the voting on each of those proposals were as follows:

1. The Company’s stockholders elected each of David J. Aldrich, Kevin L. Beebe, Timothy R. Furey, Balakrishnan S. Iyer, Christine King, David P. McGlade, David J. McLachlan, and Robert A. Schriesheim to serve as a director of the Company until the next annual meeting of the Company’s stockholders and until their successors are elected and qualified or until their earlier resignation or removal.

The voting results with respect to each director elected at the annual meeting are set forth in the following table:

<u>Nominees</u>	<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstain</u>	<u>Broker Non-Votes</u>
David J. Aldrich	141,962,767	1,574,523	424,327	24,284,236
Kevin L. Beebe	142,889,729	649,659	422,229	24,284,236
Timothy R. Furey	141,240,714	2,293,021	427,882	24,284,236
Balakrishnan S. Iyer	140,635,168	2,893,699	432,750	24,284,236
Christine King	143,034,002	485,750	441,865	24,284,236
David P. McGlade	143,158,955	374,714	427,948	24,284,236
David J. McLachlan	141,772,427	1,756,783	432,407	24,284,236
Robert A. Schriesheim	143,100,788	403,035	457,794	24,284,236

2. The Company’s stockholders ratified the selection by the Company’s Audit Committee of KPMG LLP as the Company’s independent registered public accounting firm for the Company’s 2014 fiscal year.

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstain</u>	<u>Broker Non-Votes</u>
165,466,170	2,297,991	481,692	0

3. The Company's stockholders voted to approve, on an advisory, non-binding basis, the compensation of the Company's named executive officers as disclosed in the Proxy Statement (the "Say-On-Pay Vote").

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstain</u>	<u>Broker Non-Votes</u>
138,268,284	5,067,748	625,585	24,284,236

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Agreement under the Company's 2005 Long-Term Incentive Plan
99.1	Press Release dated May 8, 2014

SIGNATURES

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.

Skyworks Solutions, Inc.

May 8, 2014

By: /s/ Mark V.B. Tremallo
Name: Mark V.B. Tremallo
Title: Vice President, General Counsel and Secretary

Skyworks Solutions, Inc.

Restricted Stock Unit Agreement
Granted Under the 2005 Long-Term Incentive Plan

1. Grant of Award.

This Restricted Stock Unit Agreement (the "Agreement"), evidences the grant by Skyworks Solutions, Inc., a Delaware corporation ("Skyworks" or the "Company") on [_____] (the "Grant Date") to [_____] (the "Participant") of [_____] Restricted Stock Units (the "Award"), subject to the terms and conditions set forth in this Agreement and in the Company's 2005 Long-Term Incentive Plan (the "Plan"). Each Restricted Stock Unit represents the right to receive one share of the common stock, \$0.25 par value per share, of the Company ("Common Stock") upon the satisfaction of the vesting conditions as provided in Section 2 of this Agreement. The shares of Common Stock that are issuable upon vesting are referred to in this Agreement as "Shares." No Shares shall be issued by the Company and delivered to the Participant unless, and until, all conditions set forth herein for such issuance and delivery are met.

2. Vesting Schedule; Termination.

(a) Vesting Schedule. Unless otherwise provided in this Agreement or the Plan, the Award shall vest in accordance with the following vesting schedule: [_____]

(b) Acceleration of Vesting upon Death or Disability. Notwithstanding the foregoing vesting schedule, any unvested Restricted Stock Units shall vest effective immediately upon the termination of the Participant's employment due to death or disability. For this purpose, "disability" shall mean the permanent disability of the Participant as defined in Section 22(e)(3) of the Internal Revenue Code of 1986.

(c) Forfeiture upon Termination. In the event that the Participant ceases to be employed by the Company for any reason or no reason, with or without cause (except as provided in Section 2(b) above), all of the Restricted Stock Units that have not yet vested pursuant to Section 2(a) of this Agreement as of the time of such termination shall be forfeited immediately and automatically, without the payment of any consideration to the Participant, effective as of such termination of employment. The Participant shall have no further rights with respect to any Restricted Stock Units that are so forfeited. If the Participant is employed by a subsidiary of the Company, any references in this Agreement to employment with the Company shall instead be deemed to refer to employment with such subsidiary.

3. Issuance of Shares.

(a) Subject to the provisions of this Agreement, any Shares subject to vested Restricted Stock Units shall be issued within 30 days following the applicable vesting date as set forth in Section 2 above. Settlement of Restricted Stock Units shall be in Shares only.

(b) The Company shall not be obligated to issue and deliver the Shares to the Participant on any vesting date, unless the issuance and delivery of the Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state or foreign securities laws and the requirements of any stock exchange upon which the Shares may then be listed.

4. Restrictions on Transfer of Award.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise, the Award or the Shares subject to the Award, or any interest therein, except

by will or the laws of descent and distribution. The provisions of this Section 4 shall not apply to any of the Shares once issued upon vesting.

5. Provisions of the Plan; Dividend and Other Shareholder Rights.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement. Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the Restricted Stock Units granted hereunder until the Shares have been issued by the Company and delivered to the Participant.

6. Withholding Taxes.

The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the issuance of the Shares to the Participant or the vesting of the Award, pursuant to Section 2 hereof.

7. Miscellaneous.

(a) No Advice Regarding Grant. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan. The Participant acknowledges and agrees that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(b) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or accepting shares issued hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(c) Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement, in whole or in part, shall not affect the validity or enforceability of any other provision of this Agreement.

(d) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(f) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 7(f).

(g) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(h) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(i) Governing Law and Venue. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware, without regard to any applicable conflicts of laws.

(j) Non-Solicitation. The Participant agrees that while employed by the Company and for one year thereafter, he or she will not, either directly or through others, raid, solicit, or attempt to solicit any employee of the Company to terminate his or her relationship with the Company in order to become an employee to or for any other person or entity. The Participant further agrees that he or she will not disrupt or interfere or attempt to disrupt or interfere with the Company's relationship with such employees. The Participant also agrees that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this agreement shall be entitled to recover its costs and attorneys' fees from the other party.

(k) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(l) Section 409A. This Agreement is intended to be exempt from, or compliant with, Section 409A and shall be interpreted and construed consistently therewith. Notwithstanding the foregoing, in no event shall the Company have any liability to the Participant or to any other person in the event that the Agreement is determined to not be exempt from or compliant with Section 409A.

(m) Unfunded Rights. The right of the Participant to receive Shares pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Skyworks Solutions, Inc.

Name: David J. Aldrich
Title: Chairman and Chief Executive Officer

[Name of Participant]

Address: _____

**Skyworks Media Relations:**

Pilar Barrigas
(949) 231-3061

Skyworks Investor Relations:

Stephen Ferranti
(781) 376-3056

Skyworks CEO David J. Aldrich Elected Chairman of Board

- *Liam K. Griffin Promoted to President*
- *Organizational Structure Designed to Enable the Next Phase of Skyworks' Growth and Enhance Focus on Long Term Strategic Development*

WOBURN, Mass., May 8, 2014 - Skyworks Solutions, Inc. (NASDAQ: SWKS) an innovator of high performance analog semiconductors enabling a broad range of end markets, today announced that the board of directors has elected David J. Aldrich chairman of the board and CEO of Skyworks. David J. McLachlan, prior chairman, will remain a member of Skyworks' board of directors and has been designated as lead independent director.

Mr. McLachlan has been a director at Skyworks since 2000 and has been chairman since 2008. "It has been a privilege to serve as chairman of the board of Skyworks," said Mr. McLachlan. "This is an exciting time for the company as it enters into the next phase of growth-capitalizing on the tremendous opportunity within the Internet of Things. Dave Aldrich has been instrumental in Skyworks' advancement into a leading analog company within the semiconductor industry. I look forward to continuing to work with him as lead independent director."

In addition, Liam K. Griffin has been promoted to the role of president. Mr. Griffin had previously served as executive vice president and general manager. "This structure will enable us to hone our focus on long term strategic growth opportunities during this transformative time for Skyworks," said Mr. Aldrich. "Liam has a proven track record of results and I am confident that in his new role, he will continue to provide strong leadership and direction as we accelerate our evolution into a larger and more diversified analog semiconductor company."

About Skyworks

Skyworks Solutions, Inc. is an innovator of high performance analog semiconductors. Leveraging core technologies, Skyworks supports automotive, broadband, wireless infrastructure, energy management, GPS, industrial, medical, military, wireless networking, smartphone and tablet applications. The Company's portfolio includes amplifiers, attenuators, battery chargers, circulators, DC/DC converters, demodulators, detectors, diodes, directional couplers, front-end modules, hybrids, infrastructure RF subsystems, isolators, LED drivers, mixers, modulators, optocouplers, optoisolators, phase shifters, PLLs/synthesizers/VCOs, power dividers/combiners, power management devices, receivers, switches, technical ceramics and voltage regulators.

Headquartered in Woburn, Mass., Skyworks is worldwide with engineering, manufacturing, sales and service facilities throughout Asia, Europe and North America. For more information, please visit Skyworks' Web site at: www.skyworksinc.com.

Safe Harbor Statement

This news release includes "forward-looking statements" intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements include without limitation information relating to future results and expectations of Skyworks (e.g., certain projections and business trends). Forward-looking statements can often be identified by words such as "anticipates," "expects," "forecasts," "intends," "believes," "plans," "may," "will," or "continue," and similar expressions and variations or negatives of these words. All such statements are subject to certain risks, uncertainties and other important factors that could cause actual results to differ materially and adversely from those projected, and may affect our future operating results, financial position and cash flows.

These risks, uncertainties and other important factors include, but are not limited to: uncertainty regarding global economic and financial market conditions; the susceptibility of the semiconductor industry and the markets addressed by our, and our customers', products to economic downturns; the timing, rescheduling or cancellation of significant customer orders and our ability, as well as the ability of our customers, to manage inventory; losses or curtailments of purchases or payments from key customers, or the timing of customer inventory adjustments; the availability and pricing of third-party semiconductor foundry, assembly and test capacity, raw materials and supplier components; changes in laws, regulations and/or policies that could adversely affect either (i) the economy and our customers' demand for our products or (ii) the financial markets and our ability to raise capital; our ability to develop, manufacture and market innovative products in a highly price competitive and rapidly changing technological environment; economic, social, military and geo-political conditions in the countries in which we, our customers or our suppliers operate, including security and health risks, possible disruptions in transportation networks and fluctuations in foreign currency exchange rates; fluctuations in our manufacturing yields due to our complex and specialized manufacturing processes; delays or disruptions in production due to equipment maintenance, repairs and/or upgrades; our reliance on several key customers for a large percentage of our sales; fluctuations in the manufacturing yields of our third-party semiconductor foundries and other problems or delays in the fabrication, assembly, testing or delivery of our products; our ability to timely and accurately predict market requirements and evolving industry standards, and to identify opportunities in new markets; uncertainties of litigation, including potential disputes over intellectual property infringement and rights, as well as payments related to the licensing and/or sale of such rights; our ability to rapidly develop new products and avoid product obsolescence; our ability to retain, recruit and hire key executives, technical personnel and other employees in the positions and numbers, with the experience and capabilities, and at the compensation levels needed to implement our business and product plans; lengthy product development cycles that impact the timing of new product introductions; unfavorable changes in product mix; the quality of our products and any remediation costs; shorter-than-expected product life cycles; problems or delays that we may face in shifting our products to smaller geometry process technologies and in achieving higher levels of design integration; and our ability to continue to grow and maintain an intellectual property portfolio and obtain needed licenses from third parties, as well as other risks and uncertainties, including, but not limited to, those detailed from time to time in our filings with the Securities and Exchange Commission.

The forward-looking statements contained in this news release are made only as of the date hereof, and we undertake no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

Note to Editors: Skyworks and Skyworks Solutions are trademarks or registered trademarks of Skyworks Solutions, Inc. or its subsidiaries in the United States and in other countries. All other brands and names listed are trademarks of their respective companies.

###