UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2017

OR

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

For the transition period from __________to__________

Commission file number 001-05560

SKYWORKS SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**04-2302115**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
20 Sylvan Road, Woburn, Massachusetts	**01801**
(Address of principal executive offices)	*(Zip Code)*

Registrant's telephone number, including area code: **(781) 376-3000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☑ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☑ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer ☑	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☑ No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding as of April 21, 2017
Common Stock, par value $.25 per share	184,524,549

SKYWORKS SOLUTIONS, INC.

QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED MARCH 31, 2017

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PART 1. FINANCIAL INFORMATION

Item 1. *Financial Statements.*

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited, in millions, except per share amounts)

	Three Months Ended		Six Months Ended	
	March 31, 2017	April 1, 2016	March 31, 2017	April 1, 2016
Net revenue	$ 851.7	$ 775.1	$ 1,766.0	$ 1,701.9
Cost of goods sold	426.3	384.7	876.7	839.4
Gross profit	425.4	390.4	889.3	862.5
Operating expenses:				
Research and development	89.4	79.8	171.4	161.3
Selling, general and administrative	47.8	44.0	98.7	95.7
Amortization of intangibles	7.0	8.6	15.5	17.0
Restructuring and other charges	—	0.3	0.6	0.3
Total operating expenses	144.2	132.7	286.2	274.3
Operating income	281.2	257.7	603.1	588.2
Other income (expense), net	0.2	(2.6)	(0.6)	(3.4)
Merger termination fee	—	—	—	88.5
Income before income taxes	281.4	255.1	602.5	673.3
Provision for income taxes	56.5	47.0	119.8	109.9
Net income	$ 224.9	$ 208.1	$ 482.7	$ 563.4
Earnings per share:				
Basic	$ 1.22	$ 1.09	$ 2.61	$ 2.96
Diluted	$ 1.20	$ 1.08	$ 2.58	$ 2.90
Weighted average shares:				
Basic	184.8	190.2	184.8	190.3
Diluted	187.1	193.3	187.2	194.0
Cash dividends declared and paid per share	$ 0.28	$ 0.26	$ 0.56	$ 0.52

See accompanying Notes to Consolidated Financial Statements.

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited, in millions)

	Three Months Ended		Six Months Ended	
	March 31, 2017	April 1, 2016	March 31, 2017	April 1, 2016
Net income	$ 224.9	$ 208.1	$ 482.7	$ 563.4
Other comprehensive income				
Fair value of investments	—	—	0.9	—
Foreign currency translation adjustment	(0.3)	(0.3)	0.7	(0.3)
Comprehensive income	$ 224.6	$ 207.8	$ 484.3	$ 563.1

See accompanying Notes to Consolidated Financial Statements.

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED BALANCE SHEETS
(Unaudited, in millions, except per share amounts)

	As of	
	March 31, 2017	September 30, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,406.9	$ 1,083.8
Receivables, net of allowance for doubtful accounts of $0.6 and $0.5, respectively	368.8	416.6
Inventory	444.5	424.0
Other current assets	87.9	77.7
Total current assets	2,308.1	2,002.1
Property, plant and equipment, net	800.4	806.3
Goodwill	881.8	873.3
Intangible assets, net	67.9	67.0
Deferred tax assets, net	53.2	54.1
Other assets	55.4	52.6
Total assets	$ 4,166.8	$ 3,855.4
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 163.8	$ 110.4
Accrued compensation and benefits	50.9	42.3
Other current liabilities	52.2	57.5
Total current liabilities	266.9	210.2
Long-term tax liabilities	78.6	71.8
Other long-term liabilities	29.5	32.0
Total liabilities	375.0	314.0
Commitments and contingencies (Note 7)		
Stockholders' equity:		
Preferred stock, no par value: 25.0 shares authorized, no shares issued	—	—
Common stock, $0.25 par value; 525.0 shares authorized; 225.1 shares issued and 184.5 shares outstanding as of March 31, 2017, and 222.5 shares issued and 184.9 shares outstanding as of September 30, 2016	46.1	46.2
Additional paid-in capital	2,802.2	2,686.0
Treasury stock, at cost	(1,689.8)	(1,443.5)
Retained earnings	2,642.6	2,263.6
Accumulated other comprehensive loss	(9.3)	(10.9)
Total stockholders' equity	3,791.8	3,541.4
Total liabilities and stockholders' equity	$ 4,166.8	$ 3,855.4

See accompanying Notes to Consolidated Financial Statements.

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, in millions)

	Six Months Ended	
	March 31, 2017	April 1, 2016
Cash flows from operating activities:		
Net income	$ 482.7	$ 563.4
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation	43.7	40.4
Depreciation	111.2	105.0
Amortization of intangible assets	15.5	17.0
Contribution of common shares to savings and retirement plans	7.2	11.3
Deferred income taxes	0.9	(0.2)
Excess tax benefit from share-based compensation	(28.2)	(41.6)
Changes in assets and liabilities net of acquired balances:		
Receivables, net	48.8	(0.5)
Inventory	(21.3)	(66.4)
Other current and long-term assets	(18.1)	(4.3)
Accounts payable	53.2	(110.5)
Other current and long-term liabilities	36.2	(13.8)
Net cash provided by operating activities	731.8	499.8
Cash flows from investing activities:		
Capital expenditures	(105.0)	(116.9)
Payments for acquisitions, net of cash acquired	(13.7)	—
Maturity of investments	3.2	—
Net cash used in investing activities	(115.5)	(116.9)
Cash flows from financing activities:		
Excess tax benefit from share-based compensation	28.2	41.6
Repurchase of common stock - payroll tax withholdings on equity awards	(44.6)	(72.4)
Repurchase of common stock - share repurchase program	(201.7)	(135.1)
Dividends paid	(104.1)	(99.4)
Net proceeds from exercise of stock options	31.9	16.3
Payments of contingent consideration	(2.9)	—
Net cash used in financing activities	(293.2)	(249.0)
Net increase in cash and cash equivalents	323.1	133.9
Cash and cash equivalents at beginning of period	1,083.8	1,043.6
Cash and cash equivalents at end of period	$ 1,406.9	$ 1,177.5
Supplemental cash flow disclosures:		
Income taxes paid	$ 82.0	$ 107.3

See accompanying Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Skyworks Solutions, Inc., together with its consolidated subsidiaries (“Skyworks” or the “Company”), is empowering the wireless networking revolution. The Company’s highly innovative analog semiconductors are connecting people, places, and things, spanning a number of new and previously unimagined applications within the automotive, broadband, cellular infrastructure, connected home, industrial, medical, military, smartphone, tablet and wearable markets.

The accompanying unaudited interim consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) for interim financial reporting. Certain information and footnote disclosures, normally included in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”), have been condensed or omitted pursuant to those rules and regulations. However, in management’s opinion, the financial information reflects all adjustments, including those of a normal recurring nature, necessary to present fairly the results of operations, financial position, and cash flows of the Company for the periods presented. The results of operations, financial position, and cash flows for the Company during the interim periods are not necessarily indicative of those expected for the full year. This information should be read in conjunction with the Company’s financial statements and notes thereto contained in the Company’s Annual Report on Form 10-K for the fiscal year ended September 30, 2016, filed with the SEC on November 22, 2016, as amended by Amendment No. 1 to such Annual Report on Form 10-K, filed with the SEC on January 30, 2017 (the “2016 10-K”).

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts of assets, liabilities, revenue, expenses, comprehensive income and accumulated other comprehensive loss that are reported in these unaudited consolidated financial statements and accompanying disclosures. The Company evaluates its estimates on an ongoing basis using historical experience and other factors, including the current economic environment. Significant judgment is required in determining the reserves for and fair value of items such as inventory, income taxes, share-based compensation, loss contingencies, subsequent events (which the Company has evaluated through the date of issuance of these unaudited consolidated financial statements), bad debt allowances, intangible assets associated with business combinations, and overall fair value assessments of assets and liabilities, particularly those classified as Level 2 or Level 3 in the fair value hierarchy. In addition, significant judgment is required in determining whether a potential indicator of impairment of long-lived assets exists and in estimating future cash flows for any necessary impairment tests. Actual results could differ significantly from these estimates.

The Company’s fiscal year ends on the Friday closest to September 30. Fiscal year 2017 consists of 52 weeks and ends on September 29, 2017. Fiscal year 2016 consisted of 52 weeks and ended on September 30, 2016. The second quarters of fiscal year 2017 and fiscal year 2016 each consisted of 13 weeks and ended on March 31, 2017, and April 1, 2016, respectively.

2. FAIR VALUE

The Company groups its financial assets and liabilities measured at fair value on a recurring basis in three levels, based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets with insufficient volume or infrequent transactions (less active markets), or model-driven valuations in which all significant inputs are observable or can be derived principally from, or corroborated with, observable market data.
- Level 3 - Fair value is derived from valuation techniques in which one or more significant inputs are unobservable, including assumptions and judgments made by the Company.

Assets and Liabilities Measured and Recorded at Fair Value on a Recurring Basis
The Company measures certain assets and liabilities at fair value on a recurring basis such as its financial instruments. There have been no transfers between Level 1, 2 or 3 assets or liabilities during the three and six months ended March 31, 2017.

During the six months ended March 31, 2017, the auction rate security that the Company carried as a Level 3 asset was redeemed at its par value. Upon receipt of the par value, the Company reversed the difference between the carrying value and par value of this security that it had previously temporarily impaired from accumulated other comprehensive income. There was no gain or loss recognized in earnings during the six months ended March 31, 2017, as a result of this transaction.

Contingent consideration related to business combinations is recorded as a Level 3 liability because management uses significant judgments and unobservable inputs to determine the fair value. The Company reassesses the fair value of its contingent consideration liabilities on a quarterly basis and records any fair value adjustments to earnings in the period that they are determined. The increases in Level 3 liabilities during the six months ended March 31, 2017, relate to the fair value of the contingent consideration associated with a business combination completed during the period, as detailed in Note 10 to Item 1 of this quarterly report on Form 10-Q. The fair value of the contingent consideration was determined using a weighted average probability of the expected revenue to be generated from the acquired business over a three-year period, with the contingent payments being made in each of the respective years. This increase to the Level 3 liabilities was offset by payments of contingent consideration liabilities for acquisitions made in prior periods.

Assets and liabilities recorded at fair value on a recurring basis consisted of the following (in millions):

	As of March 31, 2017				As of September 30, 2016			
		Fair Value Measurements				Fair Value Measurements		
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Assets								
Money market funds	$ 494.6	$ 494.6	$ —	$ —	$ 408.7	$ 408.7	$ —	$ —
Auction rate security	—	—	—	—	2.3	—	—	2.3
Total	$ 494.6	$ 494.6	$ —	$ —	$ 411.0	$ 408.7	$ —	$ 2.3
Liabilities								
Contingent consideration liability recorded for business combinations	$ 15.7	$ —	$ —	$ 15.7	$ 7.9	$ —	$ —	$ 7.9
Total	$ 15.7	$ —	$ —	$ 15.7	$ 7.9	$ —	$ —	$ 7.9

The following table summarizes changes to the fair value of the Level 3 assets (in millions):

	Auction rate security
Balance as of September 30, 2016	$ 2.3
Decreases in Level 3 assets	(2.3)
Balance as of March 31, 2017	$ —

The following table summarizes changes to the fair value of the Level 3 liabilities (in millions):

	Contingent consideration
Balance as of September 30, 2016	$ 7.9
Increases to Level 3 liabilities	10.7
Decreases to Level 3 liabilities	(2.9)
Balance as of March 31, 2017	$ 15.7

Assets Measured and Recorded at Fair Value on a Nonrecurring Basis
The Company’s non-financial assets and liabilities, such as goodwill, intangible assets, and other long-lived assets resulting from business combinations, are measured at fair value using income approach valuation methodologies at the date of acquisition and are subsequently re-measured if there are indicators of impairment. There were no indicators of impairment identified during the three and six months ended March 31, 2017.

3. INVENTORY

Inventory consists of the following (in millions):

	As of March 31, 2017	As of September 30, 2016
Raw materials	$ 18.4	$ 18.5
Work-in-process	273.7	255.5
Finished goods	140.3	140.4
Finished goods held on consignment by customers	12.1	9.6
Total inventory	$ 444.5	$ 424.0

4. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment, net consists of the following (in millions):

	As of March 31, 2017	As of September 30, 2016
Land and improvements	$ 11.6	$ 11.6
Buildings and improvements	137.1	133.5
Furniture and fixtures	30.4	29.5
Machinery and equipment	1,579.7	1,533.3
Construction in progress	114.6	59.9
Total property, plant and equipment, gross	1,873.4	1,767.8
Accumulated depreciation	(1,073.0)	(961.5)
Total property, plant and equipment, net	$ 800.4	$ 806.3

5. GOODWILL AND INTANGIBLE ASSETS

The changes to the carrying amount of goodwill during the three and six months ended March 31, 2017, are related to the business combination that closed during the period. For further information regarding this business combination see Note 10 to Item 1 of this quarterly report on Form 10-Q.

The Company tests its goodwill and non-amortizing trademarks for impairment annually as of the first day of its fourth fiscal quarter and in interim periods if certain events occur indicating the carrying value of goodwill or non-amortizing trademarks may be impaired. There were no indicators of impairment noted during the three and six months ended March 31, 2017.

Intangible assets consist of the following (in millions):

		As of March 31, 2017			As of September 30, 2016		
	Weighted Average Amortization Period (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	5	$ 78.5	$ (61.1)	$ 17.4	$ 78.5	$ (57.7)	$ 20.8
Developed technology and other	5	150.2	(101.3)	48.9	133.8	(89.2)	44.6
Trademarks	Indefinite	1.6	—	1.6	1.6	—	1.6
Total intangible assets		$ 230.3	$ (162.4)	$ 67.9	$ 213.9	$ (146.9)	$ 67.0

The increases in gross and net amounts of intangible assets are related to the business combination that closed during the period. For further information regarding this business combination see Note 10 to Item 1 of this quarterly report on Form 10-Q.

Annual amortization expense for the next five years related to intangible assets is expected to be as follows (in millions):

	Remaining 2017	2018	2019	2020	2021	Thereafter
Amortization expense	$ 11.4	$ 14.3	$ 12.6	$ 10.7	$ 8.5	$ 8.8

6. INCOME TAXES

The provision for income taxes consists of the following components (in millions):

	Three Months Ended		Six Months Ended	
	March 31, 2017	April 1, 2016	March 31, 2017	April 1, 2016
United States income taxes	$ 51.7	$ 39.8	$ 108.2	$ 93.6
Foreign income taxes	4.8	7.2	11.6	16.3
Provision for income taxes	$ 56.5	$ 47.0	$ 119.8	$ 109.9
Effective tax rate	20.1%	18.4%	19.9%	16.3%

The difference between the Company’s effective tax rate and the 35% United States federal statutory rate for the three and six months ended March 31, 2017, resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate, the domestic production activities deduction, research and experimentation tax credits earned, and benefits from the settlement of a Canadian audit of the fiscal years 2010 and 2011 income tax returns, partially offset by an increase in the Company’s tax expense related to a change in the Company’s reserve for uncertain tax positions.

During the six months ended March 31, 2017, the Company concluded a Canadian examination of its federal income tax returns for fiscal years 2010 and 2011. As a result, the Company decreased the reserve for uncertain tax positions which resulted in the recognition of an income tax benefit of $1.2 million in fiscal year 2017.

The difference between the Company’s effective tax rate and the 35% United States federal statutory rate for the three and six months ended April 1, 2016, resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate, the domestic production activities deduction, research and experimentation tax credits earned, and benefits from the settlement of the Internal Revenue Service (“IRS”) audit of the fiscal years 2012 and 2013 income tax returns, partially offset by an increase in the
Company’s tax expense related to a change in the Company’s reserve for uncertain tax positions.

During the six months ended April 1, 2016, the Company concluded an IRS examination of its federal income tax returns for fiscal years 2012 and 2013. The Company agreed to various adjustments to its fiscal year 2012 and 2013 tax returns that resulted in the recognition of tax expense of $2.6 million during the six months ended April 1, 2016. With the conclusion of the audit, the Company decreased the reserve for uncertain tax positions which resulted in the recognition of an income tax benefit of $24.0 million in fiscal year 2016.

In December 2015, the United States Congress enacted the Protecting Americans from Tax Hikes Act of 2015, extending numerous tax provisions that had expired. This legislation included a permanent extension of the federal research and experimentation tax credit. As a result of the enactment of this legislation, $10.2 million of federal research and experimentation tax credits that were earned in fiscal year 2015 reduced the Company’s tax expense and tax rate during the six months ended April 1, 2016.

7. COMMITMENTS AND CONTINGENCIES

Legal Matters
From time to time, various lawsuits, claims and proceedings have been, and may in the future be, instituted or asserted against the Company, including those pertaining to patent infringement, intellectual property, environmental hazards, product liability and warranty, safety and health, employment and contractual matters.

The semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark and other intellectual property rights to technologies that are important to the Company’s business and have demanded and may in the future demand that the Company license their technology. The outcome of any such litigation cannot be predicted with certainty and some such lawsuits, claims or proceedings may be disposed of unfavorably to the Company. Generally speaking, intellectual property disputes often have a risk of injunctive relief, which, if imposed against the Company, could materially and adversely affect the Company's financial condition, or results of operations. From time to time the Company may also be involved in legal proceedings in the ordinary course of business.

The Company monitors the status of legal proceedings and other contingencies on an ongoing basis to ensure loss contingencies are recognized and/or disclosed in its financial statements and footnotes. At the time of this filing, the Company had not recorded any accrual for loss contingencies associated with its legal proceedings as losses resulting from such matters were determined not to be probable. The Company does not believe there are any pending legal proceedings that are reasonably possible to result in a material loss. The Company is engaged in various legal actions in the normal course of business and, while there can be no assurances, the Company believes the outcome of all pending litigation involving the Company will not have, individually or in the aggregate, a material adverse effect on its business.

Guarantees and Indemnifications

The Company has made no significant contractual guarantees for the benefit of third parties. However, the Company generally indemnifies its customers from third-party intellectual property infringement litigation claims related to its products, and, on occasion, also provides other indemnities related to product sales. In connection with certain facility leases, the Company has indemnified its lessors for certain claims arising from the facility or the lease.

The Company indemnifies its directors and officers to the maximum extent permitted under the laws of the state of Delaware. The duration of the indemnities varies, and in many cases is indefinite. The indemnities to customers in connection with product sales generally are subject to limits based upon the amount of the related product sales and in many cases are subject to geographic and other restrictions. In certain instances, the Company's indemnities do not provide for any limitation of the maximum potential future payments the Company could be obligated to make. The Company has not recorded any liability for these indemnities in the accompanying consolidated balance sheets and does not expect that such obligations will have a material adverse impact on its financial condition or results of operations.

8. STOCKHOLDERS' EQUITY

Share Repurchase Program

On January 17, 2017, the Board of Directors approved a share repurchase program, pursuant to which the Company is authorized to repurchase up to $500.0 million of its common stock from time to time prior to January 17, 2019, on the open market or in privately negotiated transactions, as permitted by securities laws and other legal requirements. This recently authorized share repurchase plan replaces in its entirety the July 19, 2016, share repurchase plan. During the three months ended March 31, 2017, the Company paid $95.2 million (including commissions) in connection with the repurchase of 1.0 million shares of its common stock (paying an average price of $95.23 per share). During the six months ended March 31, 2017, the Company paid $201.7 million (including commissions) in connection with the repurchase of 2.4 million shares of its common stock (paying an average price of $84.04 per share). As of March 31, 2017, $404.8 million remained available under the existing share repurchase authorization.

Dividends

On April 27, 2017, the Company announced that the Board of Directors had declared a cash dividend on its common stock of $0.28 per share, payable on June 6, 2017, to the Company's stockholders of record as of the close of business on May 16, 2017.

During the three and six months ended March 31, 2017, dividends charged to retained earnings were as follows (in millions, except per share data):

	Per share	Total
First quarter	$ 0.28	$ 51.8
Second quarter	0.28	51.8
Total	$ 0.56	$ 103.6

Share-based Compensation

The following table summarizes the share-based compensation expense by line item in the Statement of Operations (in millions):

	Three Months Ended		Six Months Ended	
	March 31, 2017	April 1, 2016	March 31, 2017	April 1, 2016
Cost of sales	$ 3.4	$ 3.2	$ 7.2	$ 7.2
Research and development	8.5	6.7	16.8	16.2
Selling, general and administrative	10.2	7.2	19.7	17.0
Total share-based compensation	$ 22.1	$ 17.1	$ 43.7	$ 40.4

9. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share amounts):

	Three Months Ended		Six Months Ended	
	March 31, 2017	April 1, 2016	March 31, 2017	April 1, 2016
Net income	$ 224.9	$ 208.1	$ 482.7	$ 563.4
Weighted average shares outstanding – basic	184.8	190.2	184.8	190.3
Dilutive effect of equity based awards	2.3	3.1	2.4	3.7
Weighted average shares outstanding – diluted	187.1	193.3	187.2	194.0
Net income per share – basic	$ 1.22	$ 1.09	$ 2.61	$ 2.96
Net income per share – diluted	$ 1.20	$ 1.08	$ 2.58	$ 2.90
Anti-dilutive common stock equivalents	1.0	2.1	1.2	1.4

Basic earnings per share are calculated by dividing net income by the weighted average number of shares of the Company’s common stock outstanding during the period. The calculation of diluted earnings per share includes the dilutive effect of equity based awards that were outstanding during the three and six months ended March 31, 2017, and April 1, 2016, using the treasury stock method. Certain of the Company’s outstanding share-based awards, noted in the table above, were excluded because they were anti-dilutive, but they could become dilutive in the future.

10. BUSINESS COMBINATION

During the three and six months ended March 31, 2017, the Company acquired a business for total net cash consideration of $13.7 million together with future contingent payments for a total aggregated fair value of $24.8 million, net of cash acquired. The future contingent consideration payments range from zero to $20.0 million and are based upon the achievement of specified revenue objectives that are payable up to three years from the anniversary of the acquisition, which at closing and at March 31, 2017, had an estimated fair value of $10.7 million. In allocating the total purchase consideration for this acquisition based on preliminary estimated fair values, the Company recorded $8.5 million of goodwill and $16.4 million of identifiable intangible assets. Intangible assets acquired primarily consisted of developed technology with a weighted average useful life of 5.0 years as of the acquisition date. Goodwill resulting from this acquisition is not expected to be tax deductible.

The fair value estimates for the assets acquired and liabilities assumed for the acquisition completed during the six months ended March 31, 2017, were based upon preliminary calculations and valuations, and the Company’s estimates and assumptions for this acquisition are subject to change as it obtains additional information during the measurement period (up to one year from the acquisition date).

Net revenue and net income from this acquisition have been included in the Consolidated Statements of Operations from the acquisition date through the six months ended March 31, 2017, and the impact of the acquisition to the ongoing operations on the Company’s net revenue and net income was not significant. The Company incurred immaterial transaction-related costs during the period ended March 31, 2017, which were included within selling, general and administrative expense.

11. RESTRUCTURING AND OTHER CHARGES

During the six months ended March 31, 2017, the Company implemented immaterial restructuring plans primarily related to redundancies associated with the acquisition made during the period and recorded $0.6 million related to employee severance. The Company anticipates making substantially all of the cash payments during the fiscal year, and does not expect any further contingencies related to the restructuring plan. Charges associated with the restructuring plan are categorized in the "Other restructuring programs" in the table below.

The following tables present a summary of the Company's restructuring activity (in millions):

Three months ended March 31, 2017	**Balance at December 30, 2016**	**Current Charges**	**Cash Payments**	**Other**	**Balance at March 31, 2017**
FY16 restructuring programs					
Employee severance costs	$ 0.8	$ —	$ (0.6)	$ —	$ 0.2
Other restructuring programs					
Employee severance costs, lease and other contractual obligations	0.6	—	(0.1)	—	0.5
Total	$ 1.4	$ —	$ (0.7)	$ —	$ 0.7

Six months ended March 31, 2017	**Balance at September 30, 2016**	**Current Charges**	**Cash Payments**	**Other**	**Balance at March 31, 2017**
FY16 restructuring programs					
Employee severance costs	$ 2.4	$ —	$ (2.2)	$ —	$ 0.2
Other restructuring programs					
Employee severance costs, lease and other contractual obligations	—	0.6	(0.1)	—	0.5
Total	$ 2.4	$ 0.6	$ (2.3)	$ —	$ 0.7

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations.***

This report and other documents we have filed with the SEC contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and are subject to the "safe harbor" created by those sections. Words such as "anticipates," "believes," "continue," "could," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "seek," "should," "will," "would," and similar expressions or variations or negatives of such words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements in this report. Additionally, statements concerning future matters such as the development of new products, enhancements of technologies, sales levels, expense levels and other statements regarding matters that are not historical are forward-looking statements. Although forward-looking statements in this report reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by us. Consequently, forward-looking statements involve inherent risks and uncertainties and actual results and outcomes may differ materially and adversely from the results and outcomes discussed in or anticipated by the forward-looking statements. A number of important factors could cause actual results to differ materially and adversely from those in the forward-looking statements. We urge you to consider the risks and uncertainties discussed in this Quarterly Report on Form 10-Q and the 2016 10-K, under the heading "Risk Factors" and in the other documents we have filed with the SEC in evaluating our forward-looking statements. We have no plans, and undertake no obligation, to revise or update our forward-looking statements to reflect any event or circumstance that may arise after the date of this Quarterly Report on Form 10-Q. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made.

In this document, the words "we," "our," "ours" and "us" refer only to Skyworks Solutions, Inc. and its subsidiaries and not any other person or entity.

RESULTS OF OPERATIONS

THREE AND SIX MONTHS ENDED MARCH 31, 2017, AND APRIL 1, 2016

The following table sets forth the results of our operations expressed as a percentage of net revenue:

	Three Months Ended		Six Months Ended	
	March 31, 2017	April 1, 2016	March 31, 2017	April 1, 2016
Net revenue	100.0%	100.0 %	100.0%	100.0 %
Cost of goods sold	50.1	49.6	49.6	49.3
Gross profit	49.9	50.4	50.4	50.7
Operating expenses:				
Research and development	10.5	10.3	9.7	9.5
Selling, general and administrative	5.6	5.7	5.6	5.6
Amortization of intangibles	0.8	1.1	0.9	1.0
Restructuring and other charges	—	—	—	—
Total operating expenses	16.9	17.1	16.2	16.1
Operating income	33.0	33.3	34.2	34.6
Other income (expense), net	—	(0.3)	—	(0.2)
Merger termination fee	—	—	—	5.2
Income before income taxes	33.0	33.0	34.2	39.6
Provision for income taxes	6.6	6.1	6.8	6.5
Net income	26.4%	26.9 %	27.4%	33.1 %

OVERVIEW

We, together with our consolidated subsidiaries, are empowering the wireless networking revolution. Our highly innovative analog semiconductors are connecting people, places, and things spanning a number of new and previously unimagined applications within the automotive, broadband, cellular infrastructure, connected home, industrial, medical, military, smartphone, tablet and wearable markets.

GENERAL

During the three and six months ended March 31, 2017, the following key factors contributed to our overall results of operations, financial position and cash flows:

- Net revenue increased by 3.8% to $1,766.0 million for the six months ended March 31, 2017, as compared with the corresponding period in fiscal year 2016. This increase in revenue was primarily driven by our success in capturing a higher share of the increasing radio frequency and analog content per device as smartphone models continue to evolve, increased strength in emerging markets due to the adoption of 3G and 4G technologies, the increasing number of applications for the Internet of Things, and our expanding analog product portfolio supporting new vertical markets including automotive, industrial, medical and military.

- Our ending cash and cash equivalents balance increased 29.8% to $1,406.9 million as of March 31, 2017, from $1,083.8 million as of September 30, 2016. This increase in cash and cash equivalents was primarily the result of cash generated from operations of $731.8 million for the six months ended March 31, 2017, partially offset by increased returns to stockholders through the repurchase of 2.4 million shares of common stock for $201.7 million and dividend payments of $104.1 million, as well as capital expenditures of $105.0 million during the six months ended March 31, 2017.

NET REVENUE

	Three Months Ended			Six Months Ended		
(dollars in millions)	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
Net revenue	$ 851.7	9.9%	$ 775.1	$ 1,766.0	3.8%	$ 1,701.9

We market and sell our products directly to original equipment manufacturers of communications and electronics products, third-party original design manufacturers and contract manufacturers, and indirectly through electronic components distributors. We generally experience seasonal peaks during the second half of the calendar year primarily as a result of increased worldwide production of consumer electronics in anticipation of increased holiday sales, whereas our second fiscal quarter is typically lower as a result of seasonal industry trends.

We generated net revenue of $851.7 million for the three months ended March 31, 2017, an increase of $76.6 million or 9.9%, as compared with $775.1 million for the corresponding period in fiscal year 2016. Net revenue increased by 3.8% or $64.1 million to $1,766.0 million for the six months ended March 31, 2017, as compared with $1,701.9 million for the corresponding period in fiscal year 2016. The increase in revenue for the three and six months ended March 31, 2017, was primarily driven by our success in capturing a higher share of the increasing radio frequency and analog content per device as smartphone models continue to evolve, increased strength in emerging markets due to the adoption of 3G and 4G technologies, the increasing number of applications for the Internet of Things, and our expanding analog product portfolio supporting new vertical markets including automotive, industrial, medical and military.

GROSS PROFIT

	Three Months Ended			Six Months Ended		
(dollars in millions)	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
Gross profit	$ 425.4	9.0%	$ 390.4	$ 889.3	3.1%	$ 862.5
% of net revenue	49.9%		50.4%	50.4%		50.7%

Gross profit represents net revenue less cost of goods sold. Our cost of goods sold consists primarily of purchased materials, labor and overhead (including depreciation and share-based compensation expense) associated with product manufacturing. Erosion of average selling prices of established products is typical of the semiconductor industry. Consistent with trends in the industry, we anticipate that average selling prices for our established products will continue to decline at a normalized rate of five to ten percent per year. As part of our normal course of business, we mitigate the gross margin impact of declining average selling prices with efforts to increase unit volumes, reduce material costs, improve manufacturing efficiencies, lower manufacturing costs of existing products and by introducing new and higher value-added products.

The $35.0 million increase in gross profit for the three months ended March 31, 2017, as compared with the corresponding period in fiscal year 2016, was primarily the result of higher unit volumes and lower per-unit material and manufacturing costs with an aggregate gross profit benefit of $55.2 million. These benefits were partially offset by erosion of average selling price and changes in product mix that combined to negatively impact gross profit by $20.2 million. As a result, gross profit margin decreased to 49.9% of net revenue for the three months ended March 31, 2017.

The $26.8 million increase in gross profit for the six months ended March 31, 2017, as compared with the corresponding period in fiscal year 2016, was primarily the result of higher unit volumes and lower per-unit materials and manufacturing costs with an aggregate gross profit benefit of $147.4 million. These benefits were partially offset by the erosion of our average selling price and changes in product mix that combined to negatively impact gross profit by $120.6 million. As a result, gross profit margin decreased to 50.4% of net revenue for the six months ended March 31, 2017.

RESEARCH AND DEVELOPMENT

	Three Months Ended			Six Months Ended		
(dollars in millions)	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
Research and development	$ 89.4	12.0%	$ 79.8	$ 171.4	6.3%	$ 161.3
% of net revenue	10.5%		10.3%	9.7%		9.5%

Research and development expenses consist primarily of direct personnel costs including share-based compensation expense, costs for pre-production evaluation and testing of new devices, masks, engineering prototypes and design tool costs.

The increase in research and development expenses for the three and six months ended March 31, 2017, as compared with the corresponding periods in fiscal year 2016, was primarily related to increased expenses associated with product development and overall compensation. As a result of the increased expense, research and development expenses for the three and six months ended March 31, 2017, increased as a percentage of net revenue.

SELLING, GENERAL AND ADMINISTRATIVE

	Three Months Ended			Six Months Ended		
(dollars in millions)	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
Selling, general and administrative	$ 47.8	8.6%	$ 44.0	$ 98.7	3.1%	$ 95.7
% of net revenue	5.6%		5.7%	5.6%		5.6%

Selling, general and administrative expenses include legal and related costs, accounting, treasury, human resources, information systems, customer service, bad debt expense, sales commissions, share-based compensation expense, advertising, marketing, costs associated with business combinations completed or contemplated during the period and other costs.

The increase in selling, general and administrative expenses for the three and six months ended March 31, 2017, as compared with the corresponding periods in fiscal year 2016, was primarily related to increases in employee-related compensation expense, including share-based compensation during the periods. Selling, general and administrative expenses for the three and six months ended March 31, 2017, remained consistent as a percentage of net revenue when compared with the corresponding periods in fiscal year 2016.

AMORTIZATION OF INTANGIBLES

	Three Months Ended			Six Months Ended		
(dollars in millions)	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
Amortization of intangibles	$ 7.0	(18.6)%	$ 8.6	$ 15.5	(8.8)%	$ 17.0
% of net revenue	0.8%		1.1%	0.9%		1.0%

The decrease in amortization expense for the three and six months ended March 31, 2017, primarily relates to fully amortized intangible assets that were acquired in prior years partially offset by additional intangible assets acquired during the period.

RESTRUCTURING AND OTHER CHARGES

	Three Months Ended			Six Months Ended		
	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
(dollars in millions)						
Restructuring and other charges	$ —	(100.0)%	$ 0.3	$ 0.6	100.0%	$ 0.3
% of net revenue	—%		—%	—%		—%

Restructuring and other charges for the six months ended March 31, 2017, are related to restructuring plans during the period. We do not anticipate any further significant charges associated with these restructuring activities. Substantially all of the cash payments related to these restructuring plans are expected to occur during the current fiscal year.

MERGER TERMINATION FEE

	Three Months Ended			Six Months Ended		
	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
(dollars in millions)						
Merger termination fee	—	—%	—	—	(100.0)%	88.5
% of net revenue	—%		—%	—%		5.2%

On October 29, 2015, we entered into an Amended and Restated Agreement and Plan of Merger (the “Merger Agreement”) with PMC- Sierra, Inc. (“PMC”), providing for, subject to the terms and conditions of the Merger Agreement, our cash acquisition of PMC. On November 23, 2015, PMC notified us that it had terminated the Merger Agreement. As a result, on November 24, 2015, PMC paid us a termination fee of $88.5 million pursuant to the Merger Agreement.

PROVISION FOR INCOME TAXES

	Three Months Ended			Six Months Ended		
	March 31, 2017	Change	April 1, 2016	March 31, 2017	Change	April 1, 2016
(dollars in millions)						
Provision for income taxes	$ 56.5	20.2%	$ 47.0	$ 119.8	9.0%	$ 109.9
% of net revenue	6.6%		6.1%	6.8%		6.5%

We recorded a provision for income taxes of $56.5 million (which consisted of $51.7 million and $4.8 million related to United States and foreign income taxes, respectively) and $119.8 million (which consisted of $108.2 million and $11.6 million related to United States and foreign income taxes, respectively) for the three and six months ended March 31, 2017, respectively.

The effective tax rate for the three and six months ended March 31, 2017, was 20.1% and 19.9%, respectively, as compared with 18.4% and 16.3% for the three and six months ended April 1, 2016, respectively. The difference between our year-to-date effective tax rate of 19.9% and the federal statutory rate of 35% was principally due to the recognition of foreign earnings taxed at rates lower than the federal statutory rate, the domestic production activities deduction, research and experimentation tax credits earned, and benefits from the settlement of a Canadian audit of the fiscal years 2010 and 2011 income tax returns, partially offset by the non-recurrence of a tax benefit.

During the six months ended April 1, 2016, we concluded an IRS examination of our federal income tax returns for fiscal years 2012 and 2013. As a result, we agreed to various adjustments to the fiscal year 2012 and 2013 tax returns that resulted in the recognition of current year tax expense of $2.6 million during the six months ended April 1, 2016. With the conclusion of the audit, we decreased the reserve for uncertain tax positions which resulted in the recognition of an income tax benefit of $24.0 million in fiscal year 2016.

In December 2015, the United States Congress enacted the Protecting Americans from Tax Hikes Act of 2015, extending numerous tax provisions that had expired. This legislation included a permanent extension of the federal research and experimentation tax credit. As a result of the enactment of this legislation, $10.2 million of federal research and experimentation tax credits that were earned in fiscal year 2015 reduced our tax expense and tax rate during the six months ended April 1, 2016.

LIQUIDITY AND CAPITAL RESOURCES

(in millions)	Six Months Ended March 31, 2017	Six Months Ended April 1, 2016
Cash and cash equivalents at beginning of period	$ 1,083.8	$ 1,043.6
Net cash provided by operating activities	731.8	499.8
Net cash used in investing activities	(115.5)	(116.9)
Net cash used in financing activities	(293.2)	(249.0)
Cash and cash equivalents at end of period	$ 1,406.9	$ 1,177.5

Cash flow provided by operating activities:
Cash flow provided by operating activities consists of net income for the period adjusted for certain non-cash items and changes in certain operating assets and liabilities. During the six months ended March 31, 2017, we generated $731.8 million of cash flow from operating activities, an increase of $232.0 million as compared with the $499.8 million generated during the six months ended April 1, 2016. The increase in cash flow from operating activities during the six months ended March 31, 2017, was primarily related to net cash inflows from changes in operating assets and liabilities, partially offset by lower net income. Specifically, the changes in operating assets and liabilities that resulted in sources of cash were $53.2 million in accounts payable due to the timing of vendor invoices, $48.8 million in accounts receivable due to the timing and collections of customer receivables, and $36.2 million in changes in other current and long-term liabilities primarily related to taxes. These sources of cash were offset by the uses of cash of $21.3 million related to inventory in advance of customer demand and $18.1 million in other current and long-term assets.

Cash flow used in investing activities:
Cash flow used in investing activities typically consists primarily of cash paid for acquisitions net of cash acquired, capital expenditures, cash received from the sale of capital assets, and cash related to the sale or maturity of investments. Cash flow used in investing activities was $115.5 million during the six months ended March 31, 2017, as compared with $116.9 million during the six months ended April 1, 2016. The cash used in investing activities was primarily related to the purchase of manufacturing equipment to support the expansion of our assembly and test operations, increased filter production operations, and our wafer fabrication facilities. We paid cash of $13.7 million, net of cash acquired to complete an acquisition during the six months ended March 31, 2017. These uses of cash were partially offset by the maturity of a $3.2 million investment during the period.

Cash flow used in financing activities:
Cash flow used in financing activities consists primarily of cash transactions related to our equity. During the six months ended March 31, 2017, we had net cash outflows from financing activities of $293.2 million, as compared with net cash outflows from financing activities of $249.0 million during the six months ended April 1, 2016. During the six months ended March 31, 2017, we had the following significant uses of cash:

- $201.7 million related to our repurchase of 2.4 million shares of our common stock pursuant to the share repurchase programs approved by our Board of Directors on January 19, 2017, and July 19, 2016;
- $104.1 million related to the payment of cash dividends on our common stock; and
- $44.6 million related to the minimum statutory payroll tax withholdings payments on the vesting of employee performance and restricted stock awards.

These uses of cash were partially offset by the excess tax benefit for employee stock activity of $28.2 million and the net proceeds from employee stock option exercises of $31.9 million during the six months ended March 31, 2017.

Liquidity:
Cash and cash equivalent balances were $1,406.9 million as of March 31, 2017, representing an increase of $323.1 million from September 30, 2016. The increase resulted from $731.8 million in cash generated from operations which was offset by $105.0 million in capital expenditures, $201.7 million used to repurchase 2.4 million shares of stock and $104.1 million in cash dividend payments during the six months ended March 31, 2017. Based on our historical results of operations, we expect that our cash and cash equivalents on hand and the cash we expect to generate from operations will be sufficient to fund our research and development, capital expenditures, potential acquisitions, working capital, quarterly cash dividend payments (if such dividends are

declared by the Board of Directors), outstanding commitments and other liquidity requirements associated with existing operations for at least the next 12 months. However, we cannot be certain that our cash on hand and cash generated from operations will be available in the future to fund all of our capital and operating requirements. In addition, any future strategic investments and acquisitions may require additional cash and capital resources. If we are unable to obtain sufficient cash or capital to meet our needs on a timely basis and on favorable terms, our business and operations could be materially and adversely affected.

Our invested cash balances primarily consist of highly liquid term deposits with original maturities of 90 days or less and money market funds where the underlying securities primarily consist of United States treasury obligations, United States agency obligations and repurchase agreements collateralized by United States government and agency obligations.

Our cash and cash equivalent balance of $1,406.9 million as of March 31, 2017, consisted of $742.7 million held domestically and $664.2 million held by foreign subsidiaries, which is considered by us to be indefinitely reinvested and would be subject to material tax effects if repatriated to the United States.

CONTRACTUAL OBLIGATIONS

Our contractual obligations disclosure in the 2016 10-K has not materially changed since we filed that report.

OFF-BALANCE SHEET ARRANGEMENTS

We have no material off-balance sheet arrangements as defined in SEC Regulation S-K- 303(a)(4)(ii).

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In August 2015, the Financial Accounting Standards Board (“FASB”) deferred the effective date of Accounting Standards Update (“ASU”) 2014-09, Revenue from Contracts with Customers (Topic 606), which outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and will supersede most current revenue recognition guidance. We will adopt this guidance during the first quarter of fiscal year 2019. The new guidance is required to be applied retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying it recognized at the date of initial application. We have established a cross-functional team to assess the potential impact of the new revenue standard. Our assessment process consists of reviewing our current accounting policies and practices to identify potential differences that would result from applying the requirements of the new standard to our revenue contracts and identifying appropriate changes to our business processes, systems and controls to support revenue recognition and disclosure requirements under the new standard. We are currently evaluating the potential impact on our business processes, systems, controls and our consolidated financial statements of the new revenue standard. Our assessment will be completed during fiscal 2018 at which time we will select a method of adoption.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) (“ASU 2016-02”), which requires lessees to reflect most leases on their balance sheet as assets and obligations. The effective date for the standard is for fiscal years beginning after December 15, 2018, with early adoption permitted. The standard is to be applied under the modified retrospective method, with elective reliefs, which requires application of the new guidance for all periods presented. We are evaluating the effect that ASU 2016-02 will have on the consolidated financial statements and related disclosures.

In March 2016, the FASB Issued ASU 2016-09, Compensation-Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting (“ASU 2016-09”). The updated guidance changes how companies account for certain aspects of share-based payment awards to employees, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification in the statement of cash flows. We are currently evaluating the effect that ASU 2016-09 will have on the consolidated financial statements and plan to adopt it during our first quarter of fiscal 2018.

In August 2016, the FASB issued ASU No. 2016-15, Statement of Cash Flows (Topic 230) (“ASU 2016-15”). This ASU provides guidance on the presentation and classification of specific cash flow items to improve consistency within the statement of cash flows. The effective date for the standard is for fiscal years beginning after December 15, 2017, with early adoption permitted. We are currently evaluating the effect that ASU 2016-15 will have on the consolidated financial statements and related disclosures.

In January 2017, the FASB issued ASU No. 2017-04, Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment. This ASU simplifies the subsequent measurement of goodwill and eliminates Step 2 from the goodwill impairment test. The annual or interim goodwill impairment test is performed by comparing the fair value of a reporting unit with its carrying amount, and an impairment charge should be recognized for the amount by which the carrying amount exceeds the reporting unit's fair value; however, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. In addition, income tax effects from any tax deductible goodwill on the carrying amount of the reporting unit should be considered when measuring the goodwill impairment loss, if applicable. The amendments are to be applied on a prospective basis. The effective date for adoption of this standard is for the first annual or interim goodwill impairment test in the fiscal year beginning after December 15, 2019, with early adoption permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. We do not anticipate the adoption of this standard to have a material effect on the consolidated financial statements or related disclosures.

Item 3. ***Quantitative and Qualitative Disclosures about Market Risk.***

We are subject to overall financial market risks, such as changes in market liquidity, credit quality, investment risk, interest rate risk, and foreign exchange rate risk as described below.

Investment and Interest Rate Risk
Our exposure to interest rate and general market risks relates principally to our investment portfolio, which consists of cash and cash equivalents (time deposits, certificates of deposit and money market funds) that total approximately $1,406.9 million as of March 31, 2017.

The main objectives of our investment activities are the liquidity and preservation of capital. Our cash equivalent investments have short-term maturity periods that dampen the impact of market or interest rate risk. Credit risk associated with our investments is not material because our money market and deposits are diversified across several financial institutions with high credit ratings, which reduces the amount of credit exposure to any one counterparty.

Based on our results of operations for the three and six months ended March 31, 2017, a hypothetical reduction in the interest rates on our cash and cash equivalents to zero would result in an immaterial reduction of interest income with a de minimis impact on income before taxes.

Given the low interest rate environment, the objectives of our investment activities, and the relatively low interest income generated from our cash and cash equivalents and other investments, we do not believe that investment or interest rate risks pose material exposures to our current business or results of operations.

Foreign Exchange Rate Risk
Substantially all sales to customers and arrangements with third-party manufacturers provide for pricing and payment in United States dollars, thereby reducing the impact of foreign exchange rate fluctuations on our results. A percentage of our international operational expenses are denominated in foreign currencies and exchange rate volatility could positively or negatively impact those operating costs. Increases in the value of the United States dollar relative to other currencies could make our products more expensive, which could negatively impact our ability to compete. Conversely, decreases in the value of the United States dollar relative to other currencies could result in our suppliers raising their prices to continue doing business with us. Given the relatively small number of customers and arrangements with third-party manufacturers denominated in foreign currencies, we do not believe that foreign exchange volatility has a material impact on our current business or results of operations. However, fluctuations in currency exchange rates could have a greater effect on our business or results of operations in the future to the extent our expenses increasingly become denominated in foreign currencies.

We may enter into foreign currency forward and option contracts with financial institutions to protect against foreign exchange risks associated with certain existing assets and liabilities, certain firmly committed transactions, forecasted future cash flows and net investments in foreign subsidiaries. However, we may choose not to hedge certain foreign exchange exposures for a variety of reasons, including but not limited to accounting considerations and the prohibitive economic cost of hedging particular exposures.

Item 4. ***Controls and Procedures.***

Evaluation of disclosure controls and procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2017. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on management's evaluation of our disclosure controls and procedures as of March 31, 2017, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in internal controls over financial reporting

There are no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. *Legal Proceedings.*

From time to time, various lawsuits, claims and proceedings have been, and may in the future be, instituted or asserted against the Company, including those pertaining to patent infringement, intellectual property, environmental hazards, product liability and warranty, safety and health, employment and contractual matters.

The semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark and other intellectual property rights to technologies that are important to the Company's business and have demanded and may in the future demand that the Company license their technology. The outcome of any such litigation cannot be predicted with certainty and some such lawsuits, claims or proceedings may be disposed of unfavorably to the Company. Generally speaking, intellectual property disputes often have a risk of injunctive relief, which, if imposed against the Company, could materially and adversely affect the Company's financial condition, or results of operations. From time to time the Company may also be involved in legal proceedings in the ordinary course of business.

Item 1A. *Risk Factors.*

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A Risk Factors in the 2016 10-K, which could materially affect our business, financial condition or future results. There have been no material changes from the risk factors previously disclosed in the 2016 10-K.

Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds.*

The following table provides information regarding repurchases of common stock made during the three months ended March 31, 2017:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1) (3)
12/31/16-1/27/17	1,034 (2)	$76.04	—	$500.0 million
1/28/17-2/24/17	1,592 (2)	$92.22	—	$500.0 million
2/25/17-3/31/17	1,000,084 (3)	$95.23	1,000,000	$404.8 million
Total	1,002,710			

(1) The share repurchase program approved by the Board of Directors on January 17, 2017, authorizes the repurchase of up to $500.0 million of our common stock from time to time on the open market or in privately negotiated transactions as permitted by securities laws and other legal requirements. The January 17, 2017, share repurchase program replaces in its entirety the July 19, 2016, plan.

(2) Represents shares repurchased by us at the fair market value of the common stock as of the applicable purchase date, in connection with the satisfaction of the minimal statutory withholding obligation under equity award agreements.

(3) 1,000,000 shares were repurchased at an average price of $95.23 per share as part of our share repurchase program, and 84 shares were repurchased by us at the fair market value of the common stock as of the applicable purchase date, in connection with the satisfaction of the minimal statutory withholding obligation under equity award agreements with an average price of $92.13 per share.

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Item 6. *Exhibits.*

Exhibit Number	Exhibit Description	Incorporated by Reference Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1	Third Amended and Restated By-laws	8-K	001-05506	3.1	2/3/2017	
10.1	Transition Letter, dated February 1, 2017, between the Company and Bruce J. Freyman					X
31.1	Certification of the Company's Chief Executive Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of the Company's Chief Financial Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1	Certification of the Company's Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
32.2	Certification of the Company's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X

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 thereunto duly authorized.

SKYWORKS SOLUTIONS, INC.

Date: May 3, 2017

By: /s/ Liam K. Griffin

Liam K. Griffin
President and Chief Executive Officer
(Principal Executive Officer)

By: /s/ Kris Sennesael

Kris Sennesael
Senior Vice President and Chief Financial Officer
(Principal Accounting and Financial Officer)

SKYWORKS

February 1, 2017

Bruce Freyman

Re: Transition Letter

Dear Bruce:

Per our discussion, effective at the close of business on February 2, 2017, you will cease serving as the Executive Vice President, Worldwide Operations of Skyworks Solutions, Inc. (the "***Company***") with your resignation from such position effective as of such time (the "***Resignation Date***"). This letter sets out the terms for your employment after the Resignation Date. By signing and returning this letter agreement, you will be entering into a binding agreement with the Company and will be agreeing to the terms and conditions set forth in the numbered sections below.

1. **Transition Period** – During the period of time beginning the date after the Resignation Date and, if applicable, through May 31, 2017, you agree to assist the Company's incoming Vice President, Worldwide Operations on an as needed basis with any operational matters and/or perform any other task reasonably requested consistent with your skills, training and experience. Your compensation and benefits during the Transition Period will be as follows (subject to your continued employment and your continuing qualification under the terms of such benefit plans): (i) your annual base salary will be equal to your annual base salary as of the date hereof and (ii) you will continue to be eligible for benefits consistent with those you are receiving as of the date hereof (although you will be subject to any corporate-wide benefit plan changes that apply to other employees of the Company); *provided*, *however*, that you will not be eligible to participate in the FY2017 Executive Incentive Plan or any cash incentive plan (e.g., EIP or MIP), receive any cash bonus or receive any equity incentive award (although so long as you remain employed, you will continue to satisfy the service vesting requirements of any equity awards that are outstanding as of the date hereof).

2. **Post-Separation Benefits** – As of the Separation Date (as defined below), except as provided in this letter agreement, all salary payments from the Company will cease and any benefits you had as of the Separation Date under the Company-provided benefit plans, programs or practices will terminate in accordance with their terms (except as required by federal or state law), and you will cease vesting in any then unvested, outstanding equity awards from the Company. "***Separation Date***" for purposes of this letter agreement shall mean the earlier of (i) the date your employment ceases as a result of the Company terminating your employment without Cause or (ii) May 31, 2017.

If you have remained employed until May 31, 2017, your employment with the Company will be terminated on such date and you will receive the following, conditioned on the release requirements described below:

(a) *COBRA Benefits*. Provided that you are eligible for and elect COBRA coverage, the Company will pay the amount it pays for active employees with similar coverage for you and your covered beneficiaries until the earlier of 18 months after your employment ends or the date you (or, as applicable, your beneficiaries) cease to be eligible for COBRA coverage, provided that if the Company's paying such premiums violates nondiscrimination laws, the payments will cease (such payment of COBRA premiums, the "***COBRA Benefits***").

(b) *Treatment of Stock Options*. The Company will amend all of your outstanding stock options to provide that you may exercise any such options, to the extent vested on the date your employment ends, until one year after your employment ends (but not beyond the original term of the option) (such extension, the "***Option Extension***"), and any then unexercised options will thereafter expire. Exercising any such extended options will be conditioned on the effectiveness of the Releases (as defined below), and, if the Final Release (as defined below) is not provided by the deadline, any Option Extension will terminate on the earlier of the deadline for providing the Final Release or the date of revocation of the Final Release.

(c) *AYCO Financial Planning Services.* The Company will pay for AYCO financial planning services for you in the same annual amount as is provided to executive officers of the Company until December 31, 2017 (the "***AYCO Benefits***").

In connection with the transition, upon entering this agreement you will also be asked to sign a release in the form attached hereto at Annex A (the "***Initial Release***"), which will be a binding agreement with the Company seven days after you sign it (unless you revoke it during such seven day period). Failure to sign the Initial Release and let it become effective will result in this letter agreement's becoming null and void. You are advised to consult with an attorney of your own choosing and will have at least 21 days to review the Initial Release before signing it. In addition to the Initial Release, you will be required to provide a release in the form attached hereto at Annex B (the "***Final Release***" and, with the Initial Release, the "***Releases***") within three business days after (and not before) your ceasing to be employed, as a condition of any severance, COBRA Benefits, Option Extension or AYCO Benefits due or continuing after your employment ends; *provided, however,* that if you remain employed on April 21, 2017, you must provide the signed Final Release between the close of business on April 21, 2017, and the close of business on April 25, 2017. The Final Release will be a binding agreement with the Company seven days after you sign it (unless you revoke it during such seven day period). If you fail to provide or do revoke the Final Release, you acknowledge that the Company is under no obligation to retain you in employment for any later vesting event, and you waive any claim to the contrary or to receive such later vesting if the Company chooses to end your employment before such vesting occurs.

If your employment ends prior to May 31, 2017, as a result of a termination without Cause (as defined below), and you have timely signed and returned this letter agreement and complied with its terms during the Transition Period, and the Initial Release becomes effective and, for

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compensation due after your employment ends, the Final Release becomes effective and you comply with the terms of the Releases, the Company will provide you with:

(a) a severance payment equal to twice your annual base salary as of the date hereof, paid in a lump sum in accordance with the Company's standard payroll procedure in the first payroll whose cutoff date follows the eighth day after the Final Release becomes effective;

(b) the COBRA Benefits, except that such benefits will be provided for up to 12 months instead of up to 18 months if such benefits become due to you under this provision 3(b); and

(c) the Option Extension.

3. **<u>At-Will Employment</u> -** Notwithstanding the foregoing, both you and the Company will continue to have the right to terminate your employment on an at-will basis during the Transition Period; *provided*, *however*, that should you terminate your employment for any reason, or should the Company terminate your employment for Cause (as defined below), before May 31, 2017, you will not be eligible to receive any post-termination severance or benefits (including but not limited to the COBRA Benefits, Option Extension, AYCO Benefits or cash severance). For purposes of this letter agreement, "***Cause***" shall have the same meaning as the definition provided in your Change in Control/Severance Agreement with the Company dated December 16, 2014 (the "***Change in Control Agreement***").

4. **<u>Description of Benefits on Death or Disability</u> -** The death and permanent disability provisions relating to equity compensation under Section 4 of your Change in Control Agreement shall remain in effect if your employment ends during the Transition Period for either of those reasons. No other compensation, severance or benefits are due under this letter agreement if your employment ends as a result of death or permanent disability.

5. **<u>Non-Disclosure; Continuing Obligations</u> -**

You acknowledge and reaffirm your obligation to keep confidential and not disclose any and all non-public information concerning the Company that you acquired during the course of your employment with the Company, including any non-public information concerning the Company's business plans, business strategies and/or financials, in accordance with the terms of your Employment Agreement with the Company dated as of May 2, 2005 (the "***NDA***"), which confidentiality provisions remain in full force and effect during and after your employment. You further acknowledge and reaffirm your other obligations under the NDA and your obligations in Section 7 of the Change in Control Agreement with respect to non-solicitation (the "***Restrictive Covenant***"), which Restrictive Covenant also remains in full force and effect.

Nothing in this letter agreement, the Releases, or agreements or policies prohibits you from reporting possible violations of state or federal law or regulation to any government agency, regulator, or legal authority, or making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. You are not required to notify the Company that you have made any such reports or disclosures; *provided*, *however*, that nothing herein authorizes the disclosure of information you obtained through a communication that was

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subject to the attorney-client privilege, unless disclosure of the information would otherwise be permitted by an applicable law or rule. Further, pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret [as defined in the Economic Espionage Act] that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

6. **Mutual Non-Disparagement** - You understand and agree that you shall not make any false, disparaging or derogatory statements to any person or entity, including any media outlet, industry group, customer, supplier, competitor, investor, analyst, institutional investor, hedge fund, financial institution or Skyworks employee, regarding the Company or any of the other "Released Parties" (as defined in Annex A) or about the Company's business affairs and financial condition; *provided, however*, that nothing herein prevents you from making truthful disclosures to any governmental entity or to enforce this letter agreement. The Company agrees to instruct its executive officers not to make any false, disparaging or derogatory statements to any person or entity regarding you, your employment with the Company, or your departure from the Company.

7. **Amendment** - This letter agreement and the Releases shall be binding upon the parties and may not be supplemented, changed or modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by the Chief Executive Officer of the Company and you. This letter agreement and the Releases shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors and administrators.

8. **Waiver of Rights** - No delay or omission by the Company in exercising any right under this letter agreement or the Releases shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

9. **Validity** - Should any provision of this letter agreement or the Releases be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and such illegal or invalid part, term or provision shall be deemed not to be a part of this letter agreement or the Releases.

10. **Cooperation with Respect to Claims and Actions** -To the extent permitted by applicable law, you agree to cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Company by any third party against the Company or by the Company against any third party. You also agree that your full cooperation in connection with such claims or actions will include being available to meet with the Company's counsel to prepare for discovery, any

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mediation, arbitration, trial, administrative hearing or other proceeding, and to act as a witness when requested by the Company at reasonable times and locations designated by the Company. Moreover, unless otherwise prohibited by law, you agree to notify the Vice President, General Counsel of the Company at 5221 California Ave., Irvine, CA 92617, if you are asked by any person, entity or agency to assist, testify or provide information in any such proceeding or investigation. Such notice shall be in writing and sent by overnight mail to the address above within two business days of the time you receive the request for assistance, testimony or information. If you are not legally permitted to provide such notice, you agree that you will request that the person, entity or agency seeking assistance, testimony or information provide notice consistent with this Section 10. No part of this letter agreement will abrogate your obligation to provide truthful testimony under oath. The Company agrees to reimburse you for any actual, documented, reasonable, and pre-approved out of pocket expenses you incur as a result of your cooperation with the Company pursuant to this provision.

11. **Tax Provisions** - You acknowledge that you are not relying upon advice or representation of the Company with respect to the tax treatment of any of the compensation set forth or described herein. The benefits provided under this letter agreement are intended to be exempt from or compliant with Section 409A of the Internal Revenue Code of 1986 ("***Section 409A***" of the "***Code***"). The Company makes no representation or warranty and shall have no liability to you or to any other person if any of the provisions of this letter agreement are determined to constitute deferred compensation subject to Section 409A but not to satisfy an exemption for, or the conditions of, that section.

    The Company and you agree that the provisions of Section 6 of the Change in Control Agreement relating to Limitation on Benefits and Sections 12.2 through 12.4 related to tax compliance shall each apply to any compensation and benefits pursuant to this letter agreement as though the provisions were contained herein.

12. **Acknowledgments** - You acknowledge that you have consulted with an attorney of your own choosing prior to signing this letter agreement. You acknowledge that nothing in this letter agreement changes the at will status of your employment with the Company.

13. **Voluntary Assent** - You affirm that no other promises or agreements of any kind have been made to or with you by any person or entity whatsoever to cause you to sign this letter agreement and that you fully understand the meaning and intent of this letter agreement. You state and represent that you have had an opportunity to discuss fully and review the terms of this letter agreement with an attorney. You further state and represent that you have carefully read this letter agreement, understand the contents herein, freely and voluntarily assent to all of the terms and conditions hereof, and sign your name of your own free act.

14. **Applicable Law** - This letter agreement shall be interpreted and construed by the laws of the State of California, without regard to conflict of laws provisions. You hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the State of California, or if appropriate, a federal court located in the State of California (which courts, for purposes of this letter agreement, are the only courts of competent jurisdiction), over any suit, action or other

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proceeding arising out of, under or in connection with this letter agreement, or the subject matter hereof.

15. **Interpretation**. The Company and you agree that this letter agreement and the Releases will be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. References in this letter agreement and the Releases to “include” or “including” should be read as though they said “without limitation” or equivalent forms.

16. **Entire Agreement; Effect on Change in Control Agreement -** This letter agreement and its schedule and the Releases contain and constitute the entire understanding and agreement between the parties hereto with respect to the payments and benefits due you in connection with your departure from the Company and the matters covered by the respective agreements and cancel all previous oral and written negotiations, agreements and commitments in connection therewith. This letter agreement does not affect your equity awards, except as specifically described herein, and they remain subject to the applicable equity plan and award agreements except as modified herein. This letter agreement supersedes both your offer letter from the Company dated April 11, 2005, and the Change in Control Agreement, except for the provisions therein that are explicitly referenced and incorporated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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We thank you for your continued efforts on behalf of the Company.

Very truly yours,

Skyworks Solutions, Inc.

By: /s/ Laura Gasparini
Laura Gasparini
Vice President, Human Resources

I hereby agree to the terms and conditions set forth above.

Signed under seal:

/s/ Bruce J. Freyman February 1, 2017
Bruce J. Freyman Date

To be returned on or before the close of business on February 1, 2017.

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Annex A
Initial Release

<u>Release</u> - In exchange for the eligibility to receive the enhanced severance benefit, the COBRA Benefits, the Option Extension, and the AYCO Benefits, upon satisfaction of the relevant terms of the letter agreement to which this Initial Release is attached, which benefits you acknowledge you would not otherwise be entitled to receive without entering into this release, on behalf of yourself and your heirs, executors, administrators, successors and assigns, you hereby fully, forever, irrevocably and unconditionally release, remise and discharge Skyworks Solutions, Inc. (the "***Company***") and its affiliates, subsidiaries, parent companies, predecessors and successors, and all of their respective past and present officers, directors, direct and indirect investors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and entity-related capacities) (collectively, the "***Released Parties***") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), of every kind and nature that you ever had or now have against any or all of the Released Parties, including any and all claims arising out of or relating to your employment with the Company, including all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. § 2101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., all as amended; the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, all as amended; all common law claims including actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract (including any claims relating to the Change in Control Agreement), and all claims to any ungranted or to-be-forfeited equity compensation from the Company, contractual or otherwise; and any claim or damage arising out of your employment with the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above. Notwithstanding the foregoing, nothing in this Release (i) releases any claim to the compensation or payments with respect to your ongoing employment with the Company, (ii) prevents you from filing a charge with, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission or a state fair employment practices agency (except that you acknowledge that you will have waived any right to recover any monetary benefits in connection with any such claim, charge or proceeding) and you hereby further waive any rights or claims to any payment, benefit, attorneys' fees, or other remedial relief in connection with any such claim, charge, or proceeding), (iii) releases any claims arising after the date you sign this Release or not waivable by applicable law (including, where applicable, workers' compensation claims or claims not waivable under California Labor Code

Section 2802), (iv) releases any claims for a breach of the terms of the letter agreement by any Released Party, (v) releases any rights related to any written equity award agreement(s) between you and the Company existing and outstanding as of February 1, 2017, or (vi) your rights as a stockholder of the Company.

You understand and agree that the claims released in this section include not only claims presently known to you, but also all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities and causes of action of every kind and character that would otherwise come within the scope of the released claims as described in this section. You understand that you may hereafter discover facts different from what you now believe to be true, which if known, could have materially affected the letter agreement or this Release, but you nevertheless waive and release any claims or rights based on different or additional facts.

You expressly waive the benefit of Section 1542 of the California Civil Code and agree that the general release in this Release covers claims arising prior to the date you sign this Release that you do not know or expect to exist in your favor at this time. The cited statute provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The Company agrees that you are not releasing any claims or rights you may have for indemnification under state or other law or the charter, articles, or by-laws of the Company and its affiliated companies, or under any indemnification agreement with the Company or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when you were a director or officer of the Company or any affiliated company; *provided*, *however*, that (i) the Company's execution of the letter agreement to which this Release is attached is not a concession, acknowledgment, or guaranty that you have any such rights to indemnification or coverage, (ii) neither the letter agreement nor the Releases create any additional rights for you to indemnification or coverage, and (iii) the Company retains any defenses it may have to such indemnification or coverage.

Any capitalized but undefined terms have the meaning set forth in or referenced under the letter agreement to which this Initial Release is attached.

Acknowledgments and Revocation - You acknowledge that you have been given at least 21 days to consider this Release and that the Company advised you to consult with an attorney of your own choosing prior to signing this Release. You understand that you may revoke this Release for a period of seven days after you sign and return it by sending a notice of revocation to the Vice President, General Counsel of the Company at 5221 California Ave., Irvine, CA 92617. This Release shall not be effective or enforceable until the date of expiration of this seven day revocation period. **You understand and agree that by entering into this Release you are waiving any and all rights or claims you might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that you have received consideration beyond that to which you were entitled without providing this Release.**

I hereby agree to the Release and other terms and conditions set forth above. I intend that this Release will become a binding agreement between the Company and me if I do not revoke my acceptance within seven days after I sign it.

Signed under seal:

Bruce J. Freyman Date

To be returned no later than close of business on February 22, 2017.

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Annex B
Final Release

<u>Release</u> - In exchange for the eligibility to receive the COBRA Benefits, the Option Extension, the AYCO Benefits and, if applicable, the enhanced severance, upon satisfaction of the relevant terms of the letter agreement to which this Final Release is attached, which benefits you acknowledge you would not otherwise be entitled to receive without entering into this release, on behalf of yourself and your heirs, executors, administrators, successors and assigns, you hereby fully, forever, irrevocably and unconditionally release, remise and discharge Skyworks Solutions, Inc. (the "***Company***") and its affiliates, subsidiaries, parent companies, predecessors and successors, and all of their respective past and present officers, directors, direct and indirect investors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and entity-related capacities) (collectively, the "***Released Parties***") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), of every kind and nature that you ever had or now have against any or all of the Released Parties, including any and all claims arising out of or relating to your employment with and/or separation from the Company, including all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. § 2101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., all as amended; the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, all as amended; all common law claims including actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract (including any claims relating to the Change in Control Agreement), and all claims to any ungranted or to-be-forfeited equity compensation from the Company, contractual or otherwise; and any claim or damage arising out of your employment with and/or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above. Notwithstanding the foregoing, nothing in this Release (i) releases any claim to the COBRA Benefits, the Option Extension or the AYCO Benefits and, if applicable for a termination without Cause before May 31, 2017, the cash severance specified in Section 3 of the letter agreement, (ii) prevents you from filing a charge with, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission or a state fair employment practices agency (except that you acknowledge that you will have waived any right to recover any monetary benefits in connection with any such claim, charge or proceeding) and you hereby further waive any rights or claims to any payment, benefit, attorneys' fees, or other remedial relief in connection with any such claim, charge, or proceeding), (iii) releases any claims arising after the date you sign this

Release or not waivable by applicable law (including, where applicable, workers' compensation claims or claims not waivable under California Labor Code Section 2802), (iv) releases any claims for a breach of the terms of the letter agreement by any Released Party, (v) releases any rights related to any written equity award agreement(s) between you and the Company existing and outstanding as of February 1, 2017, or (vi) your rights as a stockholder of the Company.

You understand and agree that the claims released in this section include not only claims presently known to you, but also all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities and causes of action of every kind and character that would otherwise come within the scope of the released claims as described in this section. You understand that you may hereafter discover facts different from what you now believe to be true, which if known, could have materially affected the letter agreement or this Release, but you nevertheless waive and release any claims or rights based on different or additional facts.

You expressly waive the benefit of Section 1542 of the California Civil Code and agree that the general release in this Release covers claims arising prior to the date you sign this Release that you do not know or expect to exist in your favor at this time. The cited statute provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The Company agrees that you are not releasing any claims or rights you may have for indemnification under state or other law or the charter, articles, or by-laws of the Company and its affiliated companies, or under any indemnification agreement with the Company or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when you were a director or officer of the Company or any affiliated company; *provided*, *however*, that (i) the Company's execution of the letter agreement to which this Release is attached is not a concession, acknowledgment, or guaranty that you have any such rights to indemnification or coverage, (ii) neither the letter agreement nor the Releases create any additional rights for you to indemnification or coverage, and (iii) the Company retains any defenses it may have to such indemnification or coverage.

Any capitalized but undefined terms have the meaning set forth in or referenced under the letter agreement to which this Final Release is attached.

Return of Company Property - You confirm that you have returned to the Company in good working order all keys, files, records (and copies thereof), equipment (including, computer hardware, software and printers, wireless handheld devices, cellular phones, pagers, etc.), Company identification, Company vehicles, Company confidential and proprietary information, and any other Company-owned property in your possession or control and have left intact with, or delivered intact to, the Company all Company documents (electronic or otherwise), including those that you developed or helped to develop during your employment, none of which you will retain in any form or medium. You further confirm that you have cancelled all accounts for your

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benefit, if any, in the Company's name, including to, credit cards, telephone charge cards, cellular phone and/or pager accounts and computer accounts.

Business Expenses and Final Compensation - You acknowledge that the Company has reimbursed you for all business expenses incurred in conjunction with the performance of your employment and that no other reimbursements are owed to you other than in the ordinary course for expenses not yet required to be submitted. You also acknowledge that you have received payment in full for all services rendered in conjunction with your employment by the Company, including payment for all wages, bonuses, equity, and accrued unused vacation time other than amounts due in the ordinary course in a final paycheck, and that no other compensation is owed to you, except for the COBRA Benefits, the Option Extension, the AYCO Benefits and, if applicable for a termination without Cause before May 31, 2017, the cash severance referenced in Section 3 of the letter agreement.

Acknowledgments and Revocation - You acknowledge that you have been given at least 21 days to consider this Release and that the Company advised you to consult with an attorney of your own choosing prior to signing this Release. You understand that you may revoke this Release for a period of seven days after you sign and return it by sending a notice of revocation to the Vice President, General Counsel of the Company at 5221 California Ave., Irvine, CA 92617. This Release shall not be effective or enforceable until the date of expiration of this seven day revocation period. **You understand and agree that by entering into this Release you are waiving any and all rights or claims you might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that you have received consideration beyond that to which you were entitled without providing this Release.**

I hereby agree to the Release and other terms and conditions set forth above. I intend that this Release will become a binding agreement between the Company and me if I do not revoke my acceptance within seven days after I sign it.

Signed under seal:

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Bruce J. Freyman Date

To be returned no later than the third business day following***, and not before,*** the close of business on the Separation Date, or, if earlier, by the close of business on or after April 21, 2017, but not later than the close of business on April 25, 2017.

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EXHIBIT 31.1

CERTIFICATION OF THE CEO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) OR 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Liam K. Griffin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Skyworks Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 3, 2017

/s/ Liam K. Griffin

Liam K. Griffin

President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF THE CFO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) OR 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kris Sennesael, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Skyworks Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2017

/s/ Kris Sennesael

Kris Sennesael
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Liam K. Griffin, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Liam K. Griffin

Liam K. Griffin
President and Chief Executive Officer

May 3, 2017

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kris Sennesael, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Kris Sennesael

Kris Sennesael
Senior Vice President and Chief Financial Officer
May 3, 2017