

SKYWORKS SOLUTIONS, INC.

FORM 10-Q (Quarterly Report)

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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 **December 30, 2016**

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

(State or other jurisdiction of incorporation or organization)

04-2302115

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

20 Sylvan Road, Woburn, Massachusetts

(Address of principal executive offices)

01801

(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 large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

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 January 23, 2017

Common Stock, par value \$.25 per share

184,918,356

SKYWORKS SOLUTIONS, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED DECEMBER 30, 2016

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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	
	December 30, 2016	January 1, 2016
Net revenue	\$ 914.3	\$ 926.8
Cost of goods sold	450.4	454.7
Gross profit	463.9	472.1
Operating expenses:		
Research and development	82.0	81.5
Selling, general and administrative	50.9	51.7
Amortization of intangibles	8.5	8.4
Restructuring and other charges	0.6	—
Total operating expenses	142.0	141.6
Operating income	321.9	330.5
Other expense, net	(0.8)	(0.8)
Merger termination fee	—	88.5
Income before income taxes	321.1	418.2
Provision for income taxes	63.3	62.9
Net income	\$ 257.8	\$ 355.3
Earnings per share:		
Basic	\$ 1.39	\$ 1.87
Diluted	\$ 1.38	\$ 1.82
Weighted average shares:		
Basic	184.8	190.4
Diluted	187.3	194.7
Cash dividends declared and paid per share	\$ 0.28	\$ 0.26

See accompanying Notes to Consolidated Financial Statements.

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

	Three Months Ended	
	December 30, 2016	January 1, 2016
Net income	\$ 257.8	\$ 355.3
Other comprehensive income		
Fair value of marketable securities	0.9	—
Foreign currency translation adjustment	1.0	—
Comprehensive income	<u>\$ 259.7</u>	<u>\$ 355.3</u>

See accompanying Notes to Consolidated Financial Statements.

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

	As of	
	December 30, 2016	September 30, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,350.5	\$ 1,083.8
Receivables, net of allowance for doubtful accounts of \$0.6 and \$0.5, respectively	368.4	416.6
Inventory	422.8	424.0
Other current assets	56.8	77.7
Total current assets	2,198.5	2,002.1
Property, plant and equipment, net	801.5	806.3
Goodwill	880.4	873.3
Intangible assets, net	74.9	67.0
Deferred tax assets, net	54.4	54.1
Other assets	56.0	52.6
Total assets	\$ 4,065.7	\$ 3,855.4
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 161.5	\$ 110.4
Accrued compensation and benefits	57.1	42.3
Other current liabilities	84.8	57.5
Total current liabilities	303.4	210.2
Long-term tax liabilities	72.4	71.8
Other long-term liabilities	29.6	32.0
Total liabilities	405.4	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; 224.3 shares issued and 184.8 shares outstanding as of December 30, 2016, and 222.5 shares issued and 184.9 shares outstanding as of September 30, 2016	46.2	46.2
Additional paid-in capital	2,748.0	2,686.0
Treasury stock, at cost	(1,594.4)	(1,443.5)
Retained earnings	2,469.5	2,263.6
Accumulated other comprehensive loss	(9.0)	(10.9)
Total stockholders' equity	3,660.3	3,541.4
Total liabilities and stockholders' equity	\$ 4,065.7	\$ 3,855.4

See accompanying Notes to Consolidated Financial Statements.

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

	Three Months Ended	
	December 30, 2016	January 1, 2016
Cash flows from operating activities:		
Net income	\$ 257.8	\$ 355.3
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation	21.6	23.3
Depreciation	55.3	51.5
Amortization of intangible assets	8.5	8.4
Contribution of common shares to savings and retirement plans	—	2.7
Deferred income taxes	1.2	2.0
Excess tax benefit from share-based compensation	(21.5)	(37.3)
Changes in assets and liabilities net of acquired balances:		
Receivables, net	49.3	3.1
Inventory	0.6	(19.0)
Other current and long-term assets	12.3	11.8
Accounts payable	50.9	(96.2)
Other current and long-term liabilities	59.9	39.7
Net cash provided by operating activities	495.9	345.3
Cash flows from investing activities:		
Capital expenditures	(50.1)	(79.5)
Payments for acquisitions, net of cash acquired	(13.7)	—
Maturity of investments	3.2	—
Net cash used in investing activities	(60.6)	(79.5)
Cash flows from financing activities:		
Excess tax benefit from share-based compensation	21.5	37.3
Repurchase of common stock - payroll tax withholdings on equity awards	(44.4)	(71.9)
Repurchase of common stock - share repurchase program	(106.5)	—
Dividends paid	(52.2)	(50.2)
Net proceeds from exercise of stock options	14.7	8.6
Payments of contingent consideration	(1.7)	—
Net cash used in financing activities	(168.6)	(76.2)
Net increase in cash and cash equivalents	266.7	189.6
Cash and cash equivalents at beginning of period	1,083.8	1,043.6
Cash and cash equivalents at end of period	\$ 1,350.5	\$ 1,233.2
Supplemental cash flow disclosures:		
Income taxes paid	\$ 2.5	\$ 8.9

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 first quarters of fiscal year 2017 and fiscal year 2016 each consisted of 13 weeks and ended on December 30, 2016, and January 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 and derivatives. There have been no transfers between Level 1, 2 or 3 assets or liabilities during the three months ended December 30, 2016.

During the three months ended December 30, 2016, 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 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 three months ended December 30, 2016, 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 business over a three-year period, with the contingent payments being made in each of the respective years. The decreases to the Level 3 liabilities in the changes to the fair value of Level 3 liabilities below during the three months ended December 30, 2016, relate to 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 December 30, 2016				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	\$ 574.0	\$ 574.0	\$ —	\$ —	\$ 408.7	\$ 408.7	\$ —	\$ —
Auction rate security	—	—	—	—	2.3	—	—	2.3
Total	\$ 574.0	\$ 574.0	\$ —	\$ —	\$ 411.0	\$ 408.7	\$ —	\$ 2.3
Liabilities								
Contingent consideration liability recorded for business combinations	\$ 16.9	\$ —	\$ —	\$ 16.9	\$ 7.9	\$ —	\$ —	\$ 7.9
Total	\$ 16.9	\$ —	\$ —	\$ 16.9	\$ 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 December 30, 2016	\$ —

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	(1.7)
Balance as of December 30, 2016	\$ 16.9

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 months ended December 30, 2016 .

3. INVENTORY

Inventory consists of the following (in millions):

	As of	
	December 30, 2016	September 30, 2016
Raw materials	\$ 19.8	\$ 18.5
Work-in-process	257.8	255.5
Finished goods	135.5	140.4
Finished goods held on consignment by customers	9.7	9.6
Total inventory	\$ 422.8	\$ 424.0

4. PROPERTY, PLANT AND EQUIPMENT

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

	As of	
	December 30, 2016	September 30, 2016
Land and improvements	\$ 11.6	\$ 11.6
Buildings and improvements	135.4	133.5
Furniture and fixtures	29.8	29.5
Machinery and equipment	1,548.4	1,533.3
Construction in progress	94.5	59.9
Total property, plant and equipment, gross	1,819.7	1,767.8
Accumulated depreciation	(1,018.2)	(961.5)
Total property, plant and equipment, net	\$ 801.5	\$ 806.3

5. GOODWILL AND INTANGIBLE ASSETS

The changes to the carrying amount of goodwill during the three months ended December 30, 2016, 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 months ended December 30, 2016.

Intangible assets consist of the following (in millions):

	Weighted Average Amortization Period Remaining (Years)	As of December 30, 2016			As of September 30, 2016		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	4.1	\$ 78.5	\$ (59.8)	\$ 18.7	\$ 78.5	\$ (57.7)	\$ 20.8
Developed technology and other	5.7	150.2	(95.6)	54.6	133.8	(89.2)	44.6
Trademarks	Indefinite	1.6	—	1.6	1.6	—	1.6
Total intangible assets		\$ 230.3	\$ (155.4)	\$ 74.9	\$ 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):

	<u>Remaining 2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Thereafter</u>
Amortization expense	\$ 18.4	\$ 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):

	<u>Three Months Ended</u>	
	<u>December 30, 2016</u>	<u>January 1, 2016</u>
United States income taxes	\$ 56.5	\$ 53.8
Foreign income taxes	6.8	9.1
Provision for income taxes	\$ 63.3	\$ 62.9
Effective tax rate	19.7%	15.0%

The difference between the Company's effective tax rate and the 35% United States federal statutory rate for the three months ended December 30, 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 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. Accrued taxes of \$32.2 million and \$26.5 million have been included in the other current liabilities line of the consolidated balance sheets as of December 30, 2016, and January 1, 2016, respectively.

During the three months ended December 30, 2016, 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 months ended January 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 three months ended January 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 three months ended January 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 three months ended January 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 amounts are recognized and/or disclosed in its financial statements and footnotes. At the time of this filing, the Company recorded \$16.0 million accrual for estimated loss contingencies, which is recorded in other current liabilities as of December 30, 2016. The Company does not believe that the possible range of loss is significantly different than the amount currently accrued. The Company also does not believe there are any additional 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 July 19, 2016, the Board of Directors approved a share repurchase program, pursuant to which the Company is authorized to repurchase up to \$400.0 million of its common stock from time to time on the open market or in privately negotiated transactions, as permitted by securities laws and other legal requirements. During the three months ended December 30, 2016, the Company paid \$106.5 million (including commissions) in connection with the repurchase of 1.4 million shares of its common stock (paying an average price of \$76.05 per share). As of December 30, 2016, \$94.9 million remained available under the existing share repurchase authorization.

On January 17, 2017, the Board of Directors approved a new 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 newly authorized share repurchase plan replaces in its entirety the aforementioned July 19, 2016, plan.

Dividends

On January 19, 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 February 23, 2017, to the Company's stockholders of record as of the close of business on February 2, 2017. During the three months ended December 30, 2016, the Company declared and paid a \$0.28 dividend per common share with a total charge to retained earnings of \$51.8 million.

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	
	December 30, 2016	January 1, 2016
Cost of sales	\$ 3.8	\$ 4.0
Research and development	8.3	9.6
Selling, general and administrative	9.5	9.7
Total share-based compensation	<u>\$ 21.6</u>	<u>\$ 23.3</u>

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	
	December 30, 2016	January 1, 2016
Net income	\$ 257.8	\$ 355.3
Weighted average shares outstanding – basic	184.8	190.4
Dilutive effect of equity based awards	2.5	4.3
Weighted average shares outstanding – diluted	<u>187.3</u>	<u>194.7</u>
Net income per share – basic	<u>\$ 1.39</u>	<u>\$ 1.87</u>
Net income per share – diluted	<u>\$ 1.38</u>	<u>\$ 1.82</u>
Anti-dilutive common stock equivalents	1.4	0.7

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 months ended December 30, 2016, and January 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 months ended December 30, 2016, 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 December 30, 2016, 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 \$16.4 million of identifiable intangible assets and recognized \$7.2 million of goodwill based on the preliminary fair value of the acquired net assets. Intangible assets acquired primarily consisted of developed technology with a weighted average useful life of 5.0 years. 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 three months ended December 30, 2016, 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 has been included in the Consolidated Statements of Operations from the acquisition date through the end of the three months ended December 30, 2016, 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 December 30, 2016, which were included within selling, general and administrative expense.

11. RESTRUCTURING AND OTHER CHARGES

During the three months ended December 30, 2016, 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 December 30, 2016	Balance at September 30, 2016	Current Charges	Cash Payments	Other	Balance at December 30, 2016
FY16 restructuring programs					
Employee severance costs	\$ 2.4	\$ —	\$ (1.6)	\$ —	\$ 0.8
Other restructuring programs					
Employee severance costs, lease and other contractual obligations	—	0.6	—	—	0.6
Total	\$ 2.4	\$ 0.6	\$ (1.6)	\$ —	\$ 1.4

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 MONTHS ENDED DECEMBER 30, 2016 , AND JANUARY 1, 2016**

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

	Three Months Ended	
	December 30, 2016	January 1, 2016
Net revenue	100.0 %	100.0 %
Cost of goods sold	49.3	49.1
Gross profit	50.7	50.9
Operating expenses:		
Research and development	9.0	8.8
Selling, general and administrative	5.6	5.6
Amortization of intangibles	0.9	0.9
Restructuring and other charges	0.1	—
Total operating expenses	15.6	15.3
Operating income	35.1	35.6
Other expense, net	(0.1)	(0.1)
Merger termination fee	—	9.5
Income before income taxes	35.0	45.0
Provision for income taxes	6.9	6.7
Net income	28.1 %	38.3 %

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 months ended December 30, 2016, the following key factors contributed to our overall results of operations, financial position and cash flows:

- Net revenue decreased by 1% to \$914 million for the three months ended December 30, 2016, as compared with the corresponding period in the prior fiscal year due to a decrease in demand for our components from a key smartphone customer. This decrease was partially offset by increases in our ability to capture a higher share of the increasing RF and analog content per device as smartphones continue to displace traditional cellular phones, 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 approximately 25% to \$1,351 million as of December 30, 2016, from \$1,084 million as of September 30, 2016. This increase in cash and cash equivalents was primarily the result of cash generated from operations of \$496 million, partially offset by the repurchase of 1.4 million shares of common stock for \$107 million, dividend payments of \$52 million, and capital expenditures of \$50 million during the three months ended December 30, 2016.

NET REVENUE

	Three Months Ended		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Net revenue	\$ 914.3	(1.3)%	\$ 926.8

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 and in line with seasonal industry trends.

We generated net revenue of \$914.3 million for the three months ended December 30, 2016, a decrease of \$12.5 million or 1.3%, as compared with \$926.8 million for the corresponding period in fiscal year 2016. This decrease in net revenue for the three months ended December 30, 2016, is primarily related to a decrease in demand for our components from a key smartphone customer as compared with the corresponding period in fiscal year 2016, partially offset by increases in our ability to capture a higher share of the increasing RF and analog content per device as smartphones continue to displace traditional cellular phones, increased strength in emerging markets due to the adoption of 3G and 4G technologies, the increasing popularity of tablet computing and wearables, 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		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Gross profit	\$ 463.9	(1.7)%	\$ 472.1
% of net revenue	50.7%		50.9%

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 \$8.2 million decrease in gross profit for the three months ended December 30, 2016, as compared with the corresponding period in fiscal year 2016, was primarily the result of lower unit volumes and erosion of average selling price that combined to negatively impact gross profit by \$34.6 million. These negative impacts were partially offset by lower per-unit materials and manufacturing costs with a gross profit benefit of \$26.4 million. Gross profit margin decreased to 50.7% of net revenue for the three months ended December 30, 2016, due to overall decline in revenue and the aforementioned factors.

RESEARCH AND DEVELOPMENT

	Three Months Ended		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Research and development	\$ 82.0	0.6%	\$ 81.5
% of net revenue	9.0%		8.8%

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 months ended December 30, 2016, as compared with the corresponding period in fiscal year 2016, was primarily related to increased employee compensation and product development-related expenses. As a result of the increased expense and aforementioned decline in revenue, research and development expenses increased as a percentage of net revenue.

SELLING, GENERAL AND ADMINISTRATIVE

	Three Months Ended		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Selling, general and administrative	\$ 50.9	(1.5)%	\$ 51.7
% of net revenue	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 decrease in selling, general and administrative expenses for the three months ended December 30, 2016, as compared with the corresponding period in fiscal year 2016, was primarily related to decreases in legal and other acquisition-related costs related to business combinations completed and contemplated during the period, partially offset by employee compensation expense. Selling, general and administrative expense remained constant as a percentage of net revenue when compared with the corresponding period in fiscal year 2016.

AMORTIZATION OF INTANGIBLES

	Three Months Ended		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Amortization of intangibles	\$ 8.5	1.2%	\$ 8.4
% of net revenue	0.9%		0.9%

The increase in amortization expense for the three months ended December 30, 2016, as compared with the corresponding period in fiscal year 2016, was primarily due to the intangible assets that were acquired during the period partially offset by the end of the useful lives of certain fully amortized intangible assets that were acquired in prior fiscal years.

RESTRUCTURING AND OTHER CHARGES

	Three Months Ended		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Restructuring and other charges	\$ 0.6	100.0%	\$ —
% of net revenue	0.1%		—%

Restructuring and other charges are related to restructuring plans to reduce redundancies primarily associated with the acquisition made during the three months ended December 30, 2016. 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		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Merger termination fee	—	(100.0)%	88.5
% of net revenue	—%		9.5%

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		
	December 30, 2016	Change	January 1, 2016
(dollars in millions)			
Provision for income taxes	\$ 63.3	0.6%	\$ 62.9
% of net revenue	6.9%		6.7%

We recorded a provision for income taxes of \$63.3 million (which consisted of \$56.5 million and \$6.8 million related to United States and foreign income taxes, respectively) for the three months ended December 30, 2016.

The effective tax rate for the three months ended December 30, 2016, was 19.7%, as compared with 15.0% for the three months ended January 1, 2016. The difference between our year-to-date effective tax rate of 19.7% 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 an increase in our tax expense related to our current year reserve for uncertain tax positions.

During the three months ended January 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 three months ended January 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 three months ended January 1, 2016.

LIQUIDITY AND CAPITAL RESOURCES

(in millions)	Three Months Ended	
	December 30, 2016	January 1, 2016
Cash and cash equivalents at beginning of period	\$ 1,083.8	\$ 1,043.6
Net cash provided by operating activities	495.9	345.3
Net cash used in investing activities	(60.6)	(79.5)
Net cash used in financing activities	(168.6)	(76.2)
Cash and cash equivalents at end of period	<u>\$ 1,350.5</u>	<u>\$ 1,233.2</u>

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 three months ended December 30, 2016, we generated \$495.9 million of cash flow from operating activities, an increase of \$150.6 million as compared with the \$345.3 million generated during the three months ended January 1, 2016. The increase in cash flow from operating activities during the three months ended December 30, 2016, was primarily related to net cash inflows from changes in operating assets and liabilities partially offset by lower net income related in part to the \$88.5 million PMC merger termination fee received in the prior year. Specifically, the changes in operating assets and liabilities that resulted in sources of cash were: \$59.9 million increase in other current and long-term liabilities related to the timing of tax payments, \$50.9 million increase in accounts payable related to the timing of vendor payments, and a decrease of \$49.3 million in accounts receivable primarily related to cash collections.

Cash flow used in investing activities:

Cash flow used in investing activities 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 \$60.6 million during the three months ended December 30, 2016, as compared with \$79.5 million during the three months ended January 1, 2016. The cash used in investing activities was primarily related to continued expansion of our assembly and test facility in Mexicali, Mexico, the purchase of manufacturing equipment to support increased filter production operations in Japan and Singapore and our wafer fabrication facilities in the United States. We also paid \$13.7 million, net of cash acquired, on a business combination completed during the three months ended December 30, 2016. The cash used in investing activities was partially offset by cash received for the maturity of an auction rate security at par value.

Cash flow used in financing activities:

Cash flow used in financing activities consists primarily of cash transactions related to debt and equity. During the three months ended December 30, 2016, we had net cash outflows from financing activities of \$168.6 million, as compared with net cash outflows from financing activities of \$76.2 million during the three months ended January 1, 2016. During the three months ended December 30, 2016, we had the following significant uses of cash:

- \$106.5 million related to our repurchase of 1.4 million shares of our common stock pursuant to the share repurchase program approved by our Board of Directors on July 19, 2016;
- \$52.2 million related to the payment of cash dividends on our common stock; and
- \$44.4 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 reclassification from operating cash flows for the excess tax benefit for employee stock activity of \$21.5 million and the net proceeds from employee stock option exercises of \$14.7 million during the three months ended December 30, 2016.

Liquidity:

Cash and cash equivalent balances were \$1,350.5 million as of December 30, 2016, representing an increase of \$266.7 million from September 30, 2016. The increase resulted from \$495.9 million in cash generated from operations which was partially offset by \$106.5 million used to repurchase 1.4 million shares of stock, \$52.2 million in cash dividend payments, and \$50.1 million in capital expenditures for our plant expansion and increased production capacity, during the three months ended December 30, 2016. 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 \$1,350.5 million as of December 30, 2016, consisted of \$793.5 million held domestically and \$557.0 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 not yet selected a transition method and are evaluating the overall impact of this ASU on the consolidated financial statements and related disclosures.

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.

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 \$1,350.5 million as of December 30, 2016.

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 months ended December 30, 2016, 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 December 30, 2016. 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 December 30, 2016, 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 December 30, 2016 :

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)
10/01/16-10/28/16	6,454(2)	\$79.45	—	\$201.4 million
10/29/16-11/25/16	1,520,408(2)	\$76.70	950,000	\$128.7 million
11/26/16-12/30/16	450,007(2)	\$75.00	450,000	\$94.9 million
Total	1,976,869			

(1) The share repurchase program approved by the Board of Directors on July 19, 2016, authorizes the repurchase of up to \$400.0 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. On January 17, 2017, the Board of Directors approved a new share repurchase program that replaces in its entirety the July 19, 2016, plan.

(2) 1,400,000 shares were repurchased at an average price of \$76.06 per share as part of our share repurchase program, and 576,869 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 tax withholding obligations under equity award agreements with an average price of \$76.97 per share.

Item 6. Exhibits.

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Form</u>	<u>Incorporated by Reference</u>			<u>Filed Herewith</u>
			<u>File No.</u>	<u>Exhibit</u>	<u>Filing Date</u>	
10.1	Fiscal 2017 Executive Incentive Plan					X
10.2	Change in Control / Severance Agreement, dated November 10, 2016, between the Company and Robert J. Terry					X
10.3	Transition Letter, dated November 8, 2016, between the Company and Mark V.B. Tremallo					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: February 7, 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)



FY17 Executive Incentive Plan

- Purpose:** The FY17 Executive Incentive Plan (the "FY17 Plan") is designed to reward key management for achieving certain financial and business objectives.
- Plan Period:** The FY17 Plan covers the period from October 1, 2016 through September 29, 2017.
- Eligibility:** This program applies to the Chief Executive Officer and his direct reporting senior executives. Other key employees may be added based upon the recommendation of the Chief Executive Officer and subsequent approval of the Compensation Committee. Those employees not covered by this plan may be eligible for other programs established by Skyworks.
- Incentive Targets:** Participants are eligible to earn a percentage of their base salary for attaining certain performance objectives. Nominal, target and stretch incentive awards have been established as follows (shown as a percentage of the participant's base salary):

Name	Incentive At Nominal	Incentive At Target	Incentive At Stretch
CEO & Executive Chairman	80%	160%	320%
CFO	45%	90%	180%
Corporate VPs	35%	70%	140%
General Managers	27.5%	55%	110%
Special Participants	TBD	TBD	TBD

- Metrics:** The performance metrics for FY17 are as follows:

Metric	Nominal	Target	Stretch
Revenue (\$M)	REDACTED	REDACTED	REDACTED
Operating Margin (%) ¹	REDACTED	REDACTED	REDACTED

¹After incentive

Performance period is annual. The individual metrics above are for normal operations and any extraordinary events and/or charges will be brought to the Compensation Committee for review and approval.

Metrics will be weighted based on corporate performance for FY17 as follows:

	Corporate	
	Revenue	OI%
All Executives	50%	50%

6. **How the Plan Works:** Upon completion of the Fiscal Year, the Chief Executive Officer will provide the Compensation Committee with recommendations for incentive award payments to the named participants of the plan. The Committee will review the recommendations and approve the actual amount to be paid to each participant. The Committee will rely upon the CEO for the appropriate distribution of the authorized incentive pool. All incentive award payments under the FY17 Plan, if earned, will be paid by March 15th of the calendar year following the end of the fiscal year in which the performance occurs.
7. **Administration:** Actual performance between the Nominal and Target metrics will be paid on a linear sliding scale beginning at the Nominal percentage and moving up to the Target percentage. The same linear scale will apply for performance between Target and Stretch metrics. In order to fund the incentive plans and insure the overall Company's financial performance, the following terms apply.
 - No incentive award will be paid unless the Company meets its Nominal operating income goal after accounting for any incentive award payments.
 - Incentive payments will be processed in a timely manner at the completion of the performance period. Skyworks' CEO, subject to approval by the Compensation Committee, retains discretion to award below nominal or above Stretch and to modify all individual incentive payments to ensure equitable distribution of incentives; such modifications may include, but are not limited to, the delivery of equity or similar instruments in lieu of cash payments.
 - Any payout shall be conditioned upon the Participant's employment by the Company on the date of payment; provided, however, that the Compensation Committee may make exceptions to this requirement, in its sole discretion, including, without limitation, in the case of a participant's termination of employment, retirement, death or disability.
 - Any payments made under this Plan will be subject to the provisions of the compensation clawback policy that Skyworks implements to comply with applicable law following the SEC's adoption of final rules related to compensation clawback policies as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act.
8. **Taxes:** All awards are subject to federal, state, local and social security taxes. Payments under this Plan will not affect the base salary, which is used as the basis for Skyworks' benefits program .



November 10, 2016

Robert J. Terry

Re: Change in Control / Severance Agreement

Dear Robert:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. **Termination of Employment Related to Change in Control**

1.1. If: (a) a Change in Control occurs during the Initial Term or the Additional Term (as defined in Section 9) and (b) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within the period of time commencing three (3) months prior to and ending twelve (12) months following the Change in Control, then you will receive the benefits provided in Section 1.2 and Section 2 below.

1.2. Subject to the provisions of Sections 3.3, 8 and 12, (a) as soon as practicable (but not more than sixty (60) days) after the date of any termination of your employment described in Section 1.1 (or such later date as may be required by this Section 1.2 or by Section 12.2), Skyworks shall pay you a lump sum equal to one and one-half (1.5) times the sum of (i) your rate of annual base salary in effect immediately prior to the Change in Control, and (ii) the greater of (A) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change in Control occurs, or (B) your target annual short-term cash incentive opportunity for the year in which the Change in Control occurs; (b) on the date of any termination described in Section 1.1, all of your then-outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (c) Skyworks shall make contributions to the cost of COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage on your behalf (and on behalf of any applicable dependents) for a period of eighteen (18) months after your termination if you elect COBRA coverage, and only for so long as such coverage continues in force; provided, however, that if you commence new employment and are eligible for a new group health plan, Skyworks' contributions toward COBRA coverage shall end when the new employment begins. The contribution to the cost of COBRA coverage shall be equal to the amount Skyworks contributes for Skyworks-provided health and dental insurance coverage in effect immediately before your termination of your employment for an active employee with the same coverage elections. Notwithstanding the foregoing, if for any reason such benefits cannot be provided through Skyworks' group or other plans, Skyworks shall reimburse you for your reasonable cost of obtaining equivalent benefits, such reimbursements to be made on the same schedule as the COBRA contributions otherwise would have been paid. Notwithstanding anything in this agreement to the contrary, in the event that your employment is terminated prior to the Change in Control, no payments shall be made under this Section 1.2 until after the effective date of the Change in Control.

2. **Effect of Change in Control on Equity Awards**

2.1. For purposes of this Section 2, "Equity Acceleration Date" means:

- (a) the effective date of the Change in Control, in the event that you experience a termination of employment described in Section 1.1 that is within the period of time commencing three (3) months prior to the Change in Control and ending on the effective date of the Change in Control; or
-

(b) the effective date of your termination of employment, in the event that you experience a termination of employment described in Section 1.1 that is within the period of time commencing on the effective date of the Change in Control and ending twelve (12) months following the Change in Control.

2.2. In the event that you experience a termination of employment without Cause or for Good Reason, as described in Section 1.1, that is within the period of time commencing three (3) months prior to the Change in Control and ending on the effective date of the Change in Control, then on the date of your termination, each outstanding and unvested equity award held by you as of the day prior to the date of your termination of employment shall:

(a) remain outstanding for the period of three months following your termination of employment with any vesting of such award being suspended until it is determined whether there is a Change in Control during the three (3) month period following your termination of employment;

(b) if a Change in Control occurs within the three (3) month period following your termination of employment, be treated as if you had remained employed by Skyworks through the effective date of the Change in Control and notwithstanding any vesting schedule, forfeiture provisions, or anything else to the contrary in the respective award agreement or plan document governing such award, subject to the same terms and conditions as in effect immediately prior to your termination of employment and subject to any applicable provisions of this Section 2; and

(c) if no Change in Control occurs within the three (3) month period following your termination of employment, terminate and be of no further force or effect except as otherwise provided in this Agreement.

2.3. If a Change in Control occurs during the Initial Term or the Additional Term, then the following provisions shall apply to your then-outstanding equity awards (including any equity awards that remain outstanding as of the Change in Control pursuant to Section 2.2):

(a) In the event that you hold a performance-based equity award that vests based upon the achievement of performance metrics and upon providing continued service to Skyworks, and the Change in Control occurs prior to the “measurement date” (i.e. the last day of the applicable performance period) for such award, then upon the effective date of the Change in Control such award shall be earned as to the greater of (i) the “Target” level of shares for such award, or (ii) the number of shares that would have been earned pursuant to the terms of such award based upon performance up through and including the day prior to the date of the Change in Control; provided, however, that if the Compensation Committee of the Board of Directors of Skyworks (the “Compensation Committee”) determines in its sole discretion that it is impracticable to calculate the number of shares that would have been earned under subsection (ii) above with respect to one or more of the applicable performance metrics of the award, then such award shall be earned as to the “Target” level of shares covered by such performance metric(s). For the avoidance of doubt, any deemed satisfaction of performance goals as described in this Section 2.3(a) shall occur prior to the assumption, substitution, or accelerated vesting of such award as provided in this Section 2.3 or in Section 2.4.

(b) In the event that the successor or surviving company in the Change in Control does not agree to assume, or substitute for, an equity award (or in which Skyworks is the ultimate parent corporation and does not agree to continue the equity award) on substantially similar terms with substantially equivalent economic benefits (which benefits shall include, for the avoidance of doubt, the liquidity of the securities underlying the assumed or substituted award following the Change in Control) as exist for such award immediately prior to the Change in Control, as determined in the sole discretion of the Compensation Committee, then such equity award shall, immediately prior to the Change in Control, automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, with respect to one-hundred percent (100%) of that number of then-unvested shares underlying such equity award, after giving effect to any deemed satisfaction of performance goals as described in Section 2.3(a).

(c) In the event that the successor or surviving company in the Change in Control agrees to assume, or substitute for, an outstanding equity award (or in which Skyworks is the ultimate parent corporation and agrees to continue the equity award) on substantially similar terms with substantially equivalent economic benefits (which benefits shall include, for the avoidance of doubt, the liquidity of the securities underlying the assumed or substituted award following the Change in Control) as exist for such award immediately prior to the Change in Control (but after giving effect to any deemed satisfaction of performance goals as described in Section 2.3(a)), as determined in the sole discretion of the Compensation Committee, then for the avoidance of doubt, such equity award shall continue to be subject to the same time-based vesting schedule to which the award was subject immediately prior to the Change in Control.

2.4. Subject to the provisions of Sections 3.3, 8 and 12, each outstanding and unvested equity award held by you on the Equity Acceleration Date that, pursuant to its terms and after giving effect to any deemed satisfaction of performance goals as described in Section 2.3(a) and any deemed continued employment through the effective date of the Change in Control as described in Section 2.2, vests solely based upon providing continued service to Skyworks (or, if applicable, a successor corporation to Skyworks), including, without limitation, stock options, restricted stock awards (including restricted stock unit awards), and performance-based equity awards that are earned but unissued, shall on the Equity Acceleration Date automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, with respect to one-hundred percent (100%) of that number of then-unvested shares underlying such equity award. For the avoidance of doubt, the reference in this Section 2.4 to “performance-based equity awards that are earned but unissued” shall include any awards (i) for which the measurement date occurs on or prior to the effective date of the Change in Control, and (ii) for which the Change in Control occurs prior to the measurement date and which are upon the Change in Control converted into, or substituted by, awards vesting solely based upon providing continued service to Skyworks or its successor, pursuant to Section 2.3 above.

2.5. Subject to Section 12.4, any shares that are issued pursuant to Section 2.3(b) or Section 2.4 shall be issued to you on, or as soon as practicable (but not more than sixty (60) days) after, the Equity Acceleration Date (or such later date as may be required by Section 12.2).

3. **Termination of Employment by Skyworks without Cause**

3.1. If, during the Initial Term or the Additional Term (as defined in Section 9), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 3.2 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 3.2 below.

3.2. Subject to the provisions of Sections 3.3, 8 and 12, (a) in the event of any termination of your employment described in Section 3.1, Skyworks shall provide to you biweekly compensation continuation payments commencing as soon as practicable (but not more than sixty (60) days) after the date of such termination (or such later date as may be required by Section 12.2) and continuing for a period of twelve (12) months following the termination of your employment, with each such compensation continuation payment being equal to the quotient of (i) divided by (ii), where (i) equals the sum of (A) your then-current annual base salary, and (B) any short-term cash incentive payment then due, and (ii) equals 26 (which, for the avoidance of doubt, shall be the number of biweekly compensation continuation payments); (b) all of your then-vested outstanding Skyworks stock options shall remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions, and (c) Skyworks shall make contributions to the cost of COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage on your behalf (and on behalf of any applicable dependents) for a period of twelve (12) months after your termination if you elect COBRA coverage, and only for so long as such coverage continues in force; provided, however, that if you commence new employment and are eligible for a new group health plan, Skyworks' contributions toward COBRA coverage shall end when the new employment begins. The contribution to the cost of COBRA coverage shall be equal to the amount Skyworks contributes for Skyworks-provided health and dental insurance coverage in effect immediately before your termination of your employment for an active employee with the same coverage elections. Notwithstanding the foregoing, if for any reason

such benefits cannot be provided through Skyworks' group or other plans, Skyworks shall reimburse you for your reasonable cost of obtaining equivalent benefits, such reimbursements to be made on the same schedule as the COBRA contributions otherwise would have been paid.

3.3. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, in the event that you experience a termination of employment without Cause as described in Section 1.1 and are entitled to receive the benefits set forth in Sections 1.2 and 2 above, then you shall not be entitled to receive any benefits set forth in Section 3.2 following the later of (a) the date of your termination of employment, and (b) the effective date of the Change in Control. Any payments and benefits to which you become entitled under Section 1.2 upon the effective date of a Change in Control, as a result of a qualifying termination of employment within the three (3) months prior to such Change in Control, shall be reduced in amount or duration, as applicable, equal to the payments and benefits you have received pursuant to Section 3.2 prior to the effective date of such Change in Control, if any.

4. Termination of Employment Due to Death or Disability

4.1. In the event of your termination of employment due to death or permanent disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986 (the "Code")) during the Initial Term or the Additional Term, on the date of such termination each outstanding and unvested equity award held by you that, pursuant to its terms, vests solely based upon providing continued service to Skyworks, including, without limitation, stock options, restricted stock awards (including restricted stock unit awards), and performance-based equity awards that are earned but unissued, shall automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, with respect to one-hundred percent (100%) of that number of then-unvested shares underlying such equity award.

4.2. All outstanding stock options that are exercisable upon your termination of employment due to death or permanent disability (including any stock options that become vested and exercisable pursuant to Section 4.1) shall remain exercisable for a period of time expiring on the earlier of (a) the one (1) year anniversary of your termination of employment due to death or permanent disability, and (b) the final expiration date of such stock options as set forth in the applicable stock option agreement, subject to their other terms and conditions.

4.3. In the event that you hold a performance-based equity award that vests based upon the achievement of performance metrics and upon providing continued service to Skyworks and your termination of employment due to death or permanent disability occurs prior to the "measurement date" (i.e. the last day of the applicable performance period) for such award, then such award shall, as of the measurement date, (a) be earned as to the greater of (i) the "Target" level of shares for such award, or (ii) the number of shares that would have been earned pursuant to the terms of such award had you remained employed through the measurement date, and (b) automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, as of the measurement date, with respect to one-hundred percent (100%) of that number of then-unvested shares underlying such equity award that are earned pursuant to (a) above.

4.4. Subject to Section 12.4, any shares that are issued pursuant to Section 4.1 shall be issued to you (or to your estate, if applicable) as soon as practicable (but not more than sixty (60) days) after the date of your termination (or such later date as may be required by Section 12.2). Subject to Section 12.4, any shares that are issued pursuant to Section 4.3 shall be issued to you (or to your estate, if applicable) as soon as practicable (but not more than sixty (60) days) after the measurement date.

5. Other Terminations of Employment

In the event of your termination of employment by Skyworks for Cause or by you for any or no reason other than as a termination of employment described in Sections 1.1, 3.1, or 4.1, you shall not be entitled to any benefits under this Agreement; provided, however, that Skyworks shall pay you any unpaid wages and vacation as may be required by applicable law and provide you with the ability to elect any continued health coverage as may be required under COBRA or similar state law.

6. **Limitation on Benefits**

6.1. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits provided under this Agreement and benefits provided to you, or for your benefit, under any other Skyworks plan or agreement (such payments or benefits, the "Benefits") would be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), the Benefits shall be reduced (but not below zero) if and to the extent that a reduction in the Benefits would result in your retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the Excise Tax), than if you received all of the Benefits (such reduced amount, the "Limited Benefit Amount").

6.2. A determination as to whether the Benefits shall be reduced to the Limited Benefit Amount pursuant to this Section 6 and the amount of such Limited Benefit Amount shall be made by Skyworks' independent public accountants or another certified public accounting firm, executive compensation consulting firm or law firm of national reputation designated by Skyworks (the "Firm") at Skyworks' expense. The Firm shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to you and to Skyworks within ten (10) business days of the date on which your right to the Benefits is triggered (if requested at that time by you or by Skyworks) or such other time as reasonably requested by you or by Skyworks. Unless you provide written notice to Skyworks within ten (10) business days of the delivery to you of the Determination that you dispute such Determination, the Determination shall be binding, final and conclusive upon you and Skyworks. If the Firm determines that no Excise Tax is payable by you with respect to any Benefits, it shall furnish to you and to Skyworks, in writing, a summary of the assumptions and calculations made by the Firm to support its conclusion that no Excise Tax will be imposed with respect to any such Benefits.

6.3 Any reduction in payments and/or benefits pursuant to this Section 6 to effectuate the Limited Benefit Amount shall occur in the following order: (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits payable to you.

7. **Non-Solicitation**

7.1. You agree that while employed by Skyworks and for one (1) year thereafter, you will not, either directly or through others, raid, solicit, or attempt to solicit any employee of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company") to terminate his or her relationship with the Company in order to become an employee to or for any person or entity. You further agree that you will not disrupt or interfere or attempt to disrupt or interfere with the Company's relationships with such employees. You also agree that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this non-solicitation agreement shall be entitled to recover its costs and attorneys' fees from the other party.

7.2. You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 7 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 7, and may apply for injunctive relief against any act which would violate those restrictions.

8. **Release of Claims**

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to Sections 1, 2, or 3, as applicable, unless (a) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A (the "Release") and (b) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

9. **Term**

This Agreement shall become effective on the date executed by the parties hereto (the “Effective Date”), and shall remain effective for an initial term of two (2) years from the Effective Date (the “Initial Term”); provided however, that if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks’ obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary of the Effective Date for up to five (5) additional one (1) year periods (each an “Additional Term”) unless, at least ninety (90) days prior to the end of the then-current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended; if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks’ obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 7 shall survive any termination of this Agreement and extend throughout the non-solicitation period.

10. **Entire Agreement**

10.1. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter contained herein, and replaces and supersedes, as of the Effective Date, all prior agreements relating to such subject matter, including without limitation the Change of Control Severance Agreement between you and Skyworks dated March 3, 2011. For the avoidance of doubt, you shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks.

10.2. You acknowledge and agree that you will be subject to the provisions of the compensation clawback policy that Skyworks implements to comply with applicable law upon the SEC’s adoption of final rules related to compensation clawback policies as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

10.3. You acknowledge and agree that your employment with Skyworks will continue to be “at will” and that your employment can be terminated with or without Cause at any time, with or without advance notice.

10.4. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary (including but not limited to Section 2, Section 4, and this Section 10), any and all equity awards held by you that were granted under Skyworks’ Amended and Restated 2005 Long-Term Incentive Plan (the “2005 LTIP,” and your equity awards granted thereunder, the “2005 LTIP Awards”) and that remain outstanding on the Effective Date shall continue, following the Effective Date, to be governed by the terms of the 2005 LTIP and the award agreements governing your 2005 LTIP Awards; provided, however, that for purposes of your 2005 LTIP Awards, a “Change in Control Event” shall be deemed to have occurred in the event of a Change in Control as defined in this Agreement.

11. **Definitions**

11.1. “Cause” means:

- (a) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate;
- (b) conduct on your part constituting an act of moral turpitude;
- (c) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board of Directors of Skyworks (the “Board”); or
- (d) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you.

Any determination of Cause must be made by the full Board at a meeting duly called.

11.2. “Change in Control” means an event or occurrence set forth in any one or more of subsections (a) through (d) below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

(a) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership of any capital stock of Skyworks if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 40% or more of either (x) the then-outstanding shares of common stock of Skyworks (the “Outstanding Company Common Stock”) or (y) the combined voting power of the then-outstanding securities of Skyworks entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from Skyworks (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of Skyworks, unless the Person exercising, converting or exchanging such security acquired such security directly from Skyworks or an underwriter or agent of Skyworks), (ii) any acquisition by Skyworks, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Skyworks or any corporation controlled by Skyworks, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (c) of this Section 11.2; or

(b) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to Skyworks), where the term “Continuing Director” means at any date a member of the Board (i) who was a member of the Board on the date of the execution of this Agreement or (ii) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (ii) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

(c) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving Skyworks or a sale or other disposition of all or substantially all of the assets of Skyworks in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (i) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns Skyworks or substantially all of Skyworks’ assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (ii) no Person (excluding any employee benefit plan (or related trust) maintained or sponsored by Skyworks or by the Acquiring Corporation) beneficially owns, directly or indirectly, 40% or more of the then-outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(d) approval by the stockholders of Skyworks of a complete liquidation or dissolution of Skyworks.

Notwithstanding anything herein to the contrary, to the extent that any payment or benefit hereunder constitutes nonqualified deferred compensation within the meaning of Section 409A (as defined below), then, with respect to such payment or benefit, any event constituting a Change in Control above must also constitute a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5) (i).

11.3. “Good Reason” means the occurrence of any of the following events without your prior written consent:

- (a) a material diminution of your base compensation;
- (b) a material diminution in your authority, duties or responsibilities;
- (c) a material diminution in the authority, duties or responsibilities of the supervisor to whom you are required to report, such a material diminution to include the supervisor to whom you are required to report no longer reporting to the Board of Directors of Skyworks (or its successor or parent) or the analogous governing body of Skyworks (or its successor or parent);
- (d) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks’ or an affiliate’s direction from the location of your principal place of employment immediately prior to the Effective Date of this Agreement to a location more than fifty (50) miles from such principal place of employment; or
- (e) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement.

Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (i) at least thirty (30) days’ advance written notice of your decision to terminate your employment for Good Reason, and (ii) a period of not less than thirty (30) days to cure the event or condition described in subsections (a), (b), (c), (d), or (e) above, and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.

12. Miscellaneous

12.1. All claims by you for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Orange County, California, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator’s award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this Agreement to the contrary, (a) no provision of this Agreement shall operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense pursuant to this Section 12 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 12 is not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 12 shall survive the termination for any reason of this Agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

12.2. This Agreement is intended to comply with or be exempt from Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, “Section 409A”), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this

Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation §1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon “separation from service” (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a “specified employee” (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period. Each installment payment under this Agreement shall be treated as a separate payment as defined under Treasury Regulation §1.409A-2(b)(2).

12.3. Except as expressly provided in this Section 12, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement and in no event shall you have the right to designate in which tax year a payment will be made or benefit will be provided. Accordingly, if the sixty (60) day period during which the Release (described in Section 8) straddles two tax years, no payments will be made to you before the first business day of the second tax year. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1, 2, or 4, as applicable, shall be interpreted to mean “separation from service,” as that term is used in Section 409A of the Code and related regulations. Accordingly, payments to be made under Sections 1, 2, or 4, as applicable, shall not be made unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

12.4. Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

12.5. Skyworks shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of Skyworks (the “Acquisition”), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as Skyworks would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and Skyworks acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also “material,” this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to Skyworks, and the provision also benefits Skyworks in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of Skyworks.

12.6. This Agreement may be modified only by a written instrument executed by both parties.

12.7. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of California.

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Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,
Skyworks Solutions, Inc.

/s/ Liam K. Griffin

Liam K. Griffin

President and Chief Executive Officer

AGREED TO:

/s/ Robert J. Terry

Date: 11/10/2016

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to Sections 1, 2, or 3, as applicable, of the Change in Control/Severance Agreement dated November 10, 2016, between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

This Agreement includes a waiver of any rights you may have under Section 1542 of the California Civil Code, or any other similar state statutes or laws, regarding the waiver of unknown claims.

Section 1542 states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE EMPLOYEE DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE EMPLOYER."

Notwithstanding the provisions of Section 1542, or any similar state statutes or laws, and for the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
-

2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____ TO CONSIDER IT; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Agreed:

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By:

Date:



November 8, 2016

Mark V.B. Tremallo

Re: Transition Letter

Dear Mark:

Per our discussion, effective at the close of business on November 10, 2016, you will cease serving as the Vice President, General Counsel and Assistant Secretary 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 November 15, 2017, you agree to assist the Company’s incoming General Counsel on an as needed basis with any legal 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 twenty-five percent of 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 any cash incentive plan (e.g., EIP or MIP), receive any cash bonus or receive any equity incentive award related to fiscal year 2017 (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) November 15, 2017.

If you have remained employed until November 15, 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 October 19, 2017, you must provide the signed Final Release between the close of business on October 20, 2017, and the close of business on October 27, 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 November 15, 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 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. **At-Will Employment** - 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 November 15, 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. **Description of Benefits on Death or Disability** - 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. **Non-Disclosure; Continuing Obligations** -

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 terms of your Employment Agreement with the Company dated as of April 26, 2004 (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-competition and non-solicitation (the “**Restrictive Covenants**”), which Restrictive Covenants also remain 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 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 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
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“ *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 Commonwealth of Massachusetts, without regard to conflict of laws provisions. You hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the Commonwealth of Massachusetts, or if appropriate, a federal court located in the Commonwealth of Massachusetts (which courts, for purposes of this letter agreement, are the only courts of competent jurisdiction), over any suit, action or other 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 March 17, 2004, and the Change in Control Agreement, except for the provisions therein that are explicitly referenced and incorporated herein.

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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/ Mark V.B. Tremallo
Mark V.B. Tremallo

November 8, 2016
Date

To be returned on or before the close of business on November 9, 2016.

Annex A
Initial Release

Release - 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 Massachusetts Fair Employment Practices Act., Mass. Gen. Laws ch. 151B, § 1 et seq., the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, Mass. Gen. Laws ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C, the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq., the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, § 148 et seq. (Massachusetts law regarding payment of wages and overtime), Mass. Gen. Laws ch. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D, the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D, 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 November 8, 2016, 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 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:

Mark V.B. Tremallo

Date

To be returned no later than close of business on November 29, 2016.

Annex A
Final Release

Release - 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 Massachusetts Fair Employment Practices Act., Mass. Gen. Laws ch. 151B, § 1 et seq., the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, Mass. Gen. Laws ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C, the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq., the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, § 148 et seq. (Massachusetts law regarding payment of wages and overtime), Mass. Gen. Laws ch. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D, the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D, 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 November 15, 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 November 8, 2016, 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 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 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 November 15, 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:

Mark V.B. Tremallo

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 October 20, 2017, but not later than the close of business on October 27, 2017.

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: February 7, 2017

/s/ Liam K. Griffin

Liam K. Griffin

President and Chief Executive Officer

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: February 7, 2017

/s/ Kris Sennesael

Kris Sennesael

Senior Vice President and Chief Financial Officer

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 December 30, 2016 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

February 7, 2017

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 December 30, 2016 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
February 7, 2017