
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 4, 2014**

NRG ENERGY, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-15891
(Commission File Number)

41-1724239
(IRS Employer Identification No.)

211 Carnegie Center, Princeton, New Jersey 08540
(Address of principal executive offices, including zip code)

(609) 524-4500
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 4, 2014, the Board of Directors of NRG Energy, Inc. (“NRG”) approved an amendment (the “Amendment”) to the amended and restated employment agreement between NRG and David W. Crane, President and Chief Executive Officer of NRG, dated December 4, 2008 (the “Amended and Restated Employment Agreement”). Under the Amended and Restated Employment Agreement, Mr. Crane had a right to receive a gross-up payment (the “Gross-Up Payment”) in the event that it was determined that any payment or benefit made or provided to or for the benefit of Mr. Crane pursuant to the Amended and Restated Employment Agreement or his employment with NRG or the termination thereof would subject Mr. Crane to any excise tax under Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”). The Amendment eliminates the Gross-Up Payment and establishes that any payment or benefit made or provided to or for the benefit of Mr. Crane that he would receive that triggers application of Code Sections 280G and 4999 will be reduced so that no excise tax is incurred; *provided*, that no reduction of payment will occur if the net after-tax amount of payments would be greater despite incurring the excise tax. The changes in the Amendment described above do not otherwise alter or amend the Amended and Restated Employment Agreement in any material respect.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed herewith as Exhibit 10.1, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The Exhibit Index attached to this Current Report on Form 8-K is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NRG Energy, Inc.
(Registrant)

December 10, 2014

By:
 /s/ Brian E. Curci
 Brian E. Curci
 Corporate Secretary

EXHIBIT INDEX

Exhibit No.	Document
10.1	Amendment 2014-1 to the Amended and Restated Employment Agreement between NRG Energy, Inc. and David W. Crane, dated December 4, 2014.

AMENDMENT 2014-1 TO

THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Between
NRG Energy, Inc.
and
David W. Crane

WHEREAS, NRG Energy, Inc. (the "Company") has employed David W. Crane ("Executive") as its President and Chief Executive Officer since December 1, 2003, pursuant to the terms of an Employment Agreement which was amended as of March 3, 2006 ("Original Agreement"); and

WHEREAS, the Company and the Executive extended and modified the Original Agreement by and through an amended and restated employment agreement effective December 4, 2008 (the "Amended and Restated Employment Agreement"); and

WHEREAS, the parties wish to modify the Amended and Restated Employment Agreement to more accurately reflect current circumstances.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of December 4, 2014:

1. Section 8 of the Amended and Restated Employment Agreement is amended in its entirety to read as follows:

"Certain Change in Control Payments. Notwithstanding any provision of this Agreement to the contrary, if any payments or benefits the Executive would receive from the Company under this Agreement or otherwise in connection with a Change in Control, as defined in the Severance Plan, (the "Total Payments")

(a) constitute "parachute payments" within the meaning of Section 280G of the Code, and

(b) but for this Section 8, would be subject to the excise tax imposed by Section 4999 of the Code, then the Executive will be entitled to receive either

(i) the full amount of the Total Payments, or

(ii) a portion of the Total Payments having a value equal to \$1 less than three (3) times such individual's "base amount" (as such term is defined in Section 280G(b)(3)(A) of the Code),

whichever of (i) and (ii), after taking into account applicable federal, state, and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis, of the greatest portion of the Total Payments. Any determination required under this Section 8 shall be made in writing by the Company's independent certified public accountants appointed prior to any change in ownership (as defined under Section 280G(b)(2) of the Code) or tax counsel selected by such accountants (the "Accountants"), whose determination shall be conclusive and binding for all purposes upon the Executive. For purposes of making the calculations required by this Section 8, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Code. If there is a reduction pursuant to this Section 8

of the Total Payments to be delivered to the Executive, the payment reduction contemplated by the preceding sentence shall be implemented by determining the "Parachute Payment Ratio" (as defined below) for each "parachute payment" and then reducing the "parachute payments" in order beginning with the "parachute payment" with the highest Parachute Payment Ratio. For "parachute payments" with the same Parachute Payment Ratio, such "parachute payments" shall be reduced based on the time of payment of such "parachute payments," with amounts having later payment dates being reduced first. For "parachute payments" with the same Parachute Payment Ratio and the same time of payment, such "parachute payments" shall be reduced on a pro rata basis (but not below zero) prior to reducing "parachute payments" with a lower Parachute Payment Ratio. For purposes hereof, the term "Parachute Payment Ratio" shall mean a fraction the numerator of which is the value of the applicable "parachute payment" for purposes of Section 280G of the Code and the denominator of which is the actual present value of such payment."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

NRG ENERGY, INC.

By: /s/ Howard Cosgrove

Howard Cosgrove

Board Chairman

/s/ David W. Crane

David W. Crane

President and Chief Executive Officer