
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 30, 2013

NETFLIX, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-35727
(Commission
File Number)

77-0467272
(I.R.S. Employer
Identification Number)

100 Winchester Circle
Los Gatos, California
95032
(Address of principal executive offices)
(Zip Code)

(408) 540-3700
(Registrant's telephone number, including area code)

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 1.01. Entry into a Material Definitive Agreement.

On December 30, 2013, Netflix, Inc. (the “Company”) entered into Amendment No. 1 (the “Amendment”) to the Preferred Shares Rights Agreement (the “Rights Agreement”), dated as of November 2, 2012, by and between the Company and Computershare Trust Company, N.A, as rights agent.

The Amendment accelerates the expiration of the Company’s preferred share purchase rights (the “Rights”) from 5:00 p.m., New York City time, on November 2, 2015 to 5:00 p.m., New York City time, on December 30, 2013, and has the effect of terminating the Rights Agreement on that date. At the time of the termination of the Rights Agreement, all of the Rights distributed to holders of the Company’s common stock pursuant to the Rights Agreement will expire.

The foregoing is a summary of the terms of the Amendment. The summary does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached as Exhibit 4.1 and incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

The information set forth under Item 1.01 is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under Item 1.01 is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.***Annual Salaries and Equity Compensation for Named Executive Officers***

The Board of Directors of the Company established the annual salaries and monthly stock option allowances for 2014 for the Company’s Named Executive Officers as follows:

<u>Name and Position</u>	<u>Annual Salary</u>	<u>Annual Stock</u>	<u>Monthly</u>
		<u>Option Allowance</u>	<u>Stock Option Allowance</u>
Reed Hastings, Chief Executive Officer and Chairman of the Board	\$3,000,000	\$ 3,000,000	\$ 250,000
David Wells, Chief Financial Officer	950,000	550,000	45,833
Ted Sarandos, Chief Content Officer	2,800,000	2,200,000	183,333
Neil Hunt, Chief Product Officer	1,750,000	1,750,000	145,833
Greg Peters, Chief Streaming and Partnerships Officer	1,000,000	1,000,000	83,333

Each Named Executive Officer, like all of the Company’s employees who receive stock options as part of his or her compensation package, may elect to allocate up to 50% of their annualized total compensation to be received in the form of stock options. The number of options to be granted is determined by the following formula: the monthly dollar amount of the stock option allowance / ([Fair Market Value on the date of grant] * 0.20). Each monthly grant shall be made on the first trading day of the month, shall be fully vested upon grant and shall be exercisable at a strike price equal to the Fair Market Value (as defined in the Company’s 2011 Stock Plan) on the date of grant. The options will be subject to the terms and conditions of the Company’s 2011 Stock Plan and will be administered on a non-discretionary basis without further action by the Board of

Directors, provided that only the Board of Directors may change the amount or terms of future grants. These stock options are granted fully vested and can be exercised up to 10 years following the date of grant, regardless of employment status. In addition, each Named Executive Officer, like all of the Company's employees, has the potential to receive an additional \$15,000 in annual compensation not reflected above that may be used to defray the cost of health care benefits previously paid by the Company. Any portion of this allowance not utilized toward the cost of health care benefits will be paid as salary, up to a maximum of \$5,000. The Company does not currently provide a program of performance bonuses for its Named Executive Officers.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the adoption of the Rights Agreement, on November 5, 2012, the Company filed a Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock with the Secretary of State of the State of Delaware setting forth the rights, powers and preferences of the Series A Participating Preferred Stock issuable upon exercise of the Rights (the "Preferred Shares").

Promptly following the expiration of the Rights and the termination of the Rights Agreement, the Company will file a Certificate of Elimination (the "Certificate of Elimination") with the Secretary of State of the State of Delaware eliminating the Preferred Shares and returning them to authorized but undesignated shares of the Company's preferred stock.

The foregoing is a summary of the terms of the Certificate of Elimination. The summary does not purport to be complete and is qualified in its entirety by reference to the Certificate of Elimination, a copy of which is attached as Exhibit 3.1 and incorporated herein by reference.

Item 8.01. Other Events.

On December 30, 2013, the Company issued a press release announcing the Amendment. A copy of the press release is attached as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 3.1 Certificate of Elimination of Series A Participating Preferred Stock of Netflix, Inc.
- 4.1 Amendment No. 1 to Preferred Shares Rights Agreement by and between Netflix, Inc. and Computershare Trust Company, N.A., dated as of December 30, 2013.
- 99.1 Press Release of Netflix, Inc., dated December 30, 2013.

SIGNATURE

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

NETFLIX, INC.

Dated: December 30, 2013

/s/ David Hyman

David Hyman

General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
3.1	Certificate of Elimination of Series A Participating Preferred Stock of Netflix, Inc.
4.1	Amendment No. 1 to Preferred Shares Rights Agreement by and between Netflix, Inc. and Computershare Trust Company, N.A., dated as of December 30, 2013.
99.1	Press Release of Netflix, Inc., dated December 30, 2013.

**CERTIFICATE OF ELIMINATION
OF
SERIES A PARTICIPATING PREFERRED STOCK
OF NETFLIX, INC.**

(Pursuant to Section 151(g) of the General Corporation Law of the State of Delaware)

Netflix, Inc., a Delaware corporation (the “**Company**”), certifies as follows:

1. The Amended and Restated Certificate of Incorporation (the “**Charter**”) of the Company authorizes the issuance of 1,000,000 shares of preferred stock, par value \$0.001 per share, of the Company designated as Series A Participating Preferred Stock (the “**Series A Preferred Stock**”).

2. Pursuant to the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the “**DGCL**”), the Board of Directors of the Company adopted the following resolutions:

RESOLVED FURTHER : That none of the authorized shares of preferred stock, par value \$0.001, of the Company designated as Series A Participating Preferred Stock (the “**Series A Preferred Stock**”), are outstanding, and none of the authorized shares of Series A Preferred Stock will be issued prior to the Final Expiration Date.

RESOLVED FURTHER : That the Company be, and hereby is, authorized and directed to file with the Secretary of State of the State of Delaware a certificate (the “**Certificate of Elimination**”) containing these resolutions, with the effect under the General Corporation Law of the State of Delaware of eliminating from the Company’s Amended and Restated Certificate of Incorporation all matters set forth in the Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock of the Company filed with the Secretary of State of the State of Delaware on November 5, 2012.

RESOLVED FURTHER : That the Authorized Officers are, and each of them hereby is, authorized and directed, for and on behalf of the Company and in its name, to execute and file the Certificate of Elimination and such time as they deem appropriate, and to take such further actions as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions in accordance with the applicable provisions of the General Corporation Law of the State of Delaware.

3. Pursuant to the provisions of Section 151(g) of the DGCL, all references to the Series A Preferred Stock in the Charter are hereby eliminated, and the shares that were designated to such series are hereby returned to the status of authorized but unissued shares of preferred stock of the Company.

* * *

IN WITNESS WHEREOF, the Company has caused this Certificate of Elimination to be signed on its behalf by its duly authorized officer on this 30th day of December, 2013.

NETFLIX, INC.

/s/ David Hyman

Name: David Hyman

Title: General Counsel and Secretary

**AMENDMENT NO. 1 TO
PREFERRED SHARES RIGHTS AGREEMENT**

This AMENDMENT NO. 1 TO THE PREFERRED SHARES RIGHTS AGREEMENT (this “**Amendment**”) is dated as of December 30, 2013 (the “**Effective Date**”) and amends the Preferred Shares Rights Agreement, dated as of November 2, 2012 (the “**Rights Agreement**”), by and between Netflix, Inc., a Delaware corporation (the “**Company**”), and Computershare Trust Company, N.A., a federally chartered trust company, as rights agent (the “**Rights Agent**”). Capitalized terms used in this Amendment and not otherwise defined have the meaning given to them in the Rights Agreement.

RECITALS

WHEREAS, in accordance with Section 27 of the Rights Agreement, prior to the Distribution Date, the Company may amend the Rights Agreement in any respect without the approval of any holders of Rights Certificates, Preferred Shares or Common Shares; and

WHEREAS, the Rights Agent is hereby directed to join in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth herein, the parties hereby agree as follows:

1. *Amendment of the Rights Agreement* . Section 1(y) of the Rights Agreement is hereby amended and restated in its entirety as follows:

“**Final Expiration Date**” means December 30, 2013.

2. *Amendment of Exhibits* . The exhibits to the Rights Agreement shall be deemed to be restated to reflect this Amendment, including all conforming changes.

3. *Other Amendment; Effect of Amendment* . Except as and to the extent expressly modified by this Amendment, the Rights Agreement and the exhibits thereto remain in full force and effect in all respects without any modification. This Amendment will be deemed an amendment to the Rights Agreement and will become effective on the Effective Date. In the event of a conflict or inconsistency between this Amendment and the Rights Agreement and the exhibits thereto, the provisions of this Amendment will govern.

4. *Counterparts* . This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. A signature to this Amendment transmitted electronically (including by fax and .pdf) will have the same authority, effect and enforceability as an original signature. No party hereto may raise the use of such electronic transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

5. *Severability* . If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment will remain in full force and effect and will in no way be affected, impaired or invalidated.

6. *Descriptive Headings* . The descriptive headings of the several Sections of this Amendment are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

7. *Further Assurances* . Each of the parties to this Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Amendment, the Rights Agreement and the transactions contemplated hereunder and thereunder.

8. *Governing Law* . This Amendment will be deemed to be a contract made pursuant to the laws of the State of Delaware and for all purposes will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such State; *provided , however* , that all provisions regarding the rights, duties and obligations of the Rights Agent will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

[*Signature page follows .*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

NETFLIX, INC.

By: /s/ David Hyman

Name: David Hyman

Title: General Counsel and Secretary

COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/ Dennis V. Moccia

Name: Dennis V. Moccia

Title: Manager, Contracts Administration

FOR IMMEDIATE RELEASE

IR Contact:

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Netflix Announces Termination of Stockholder Rights Plan

LOS GATOS, Calif. – Dec. 30, 2013 – Netflix, Inc. (Nasdaq: NFLX) announced today that its stockholder rights plan has been amended to accelerate the expiration date to December 30, 2013, effectively terminating the plan as of that date. Stockholders are not required to take any action as a result of this expiration.

In connection with the expiration of the rights plan, Netflix will be taking routine actions to voluntarily deregister the related preferred share purchase rights under the Securities Exchange Act of 1934, and to delist the preferred share purchase rights from NASDAQ. These actions are administrative in nature and will have no effect on the Netflix's common stock, which continues to be listed on NASDAQ.

About Netflix, Inc.

Netflix is the world's leading Internet television network with over 40 million members in more than 40 countries enjoying more than one billion hours of TV shows and movies per month, including original series. For one low monthly price, Netflix members can watch as much as they want, anytime, anywhere, on nearly any Internet-connected screen. Members can play, pause and resume watching, all without commercials or commitments.

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