
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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) April 27, 2007

Nexxus Lighting, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-23590

(Commission File Number)

59-3046866

(IRS Employer Identification No.)

9400-200 Southridge Park Court, Orlando, Florida

(Address of Principal Executive Offices)

32819

(Zip Code)

(407) 857-9900

(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 (*see* General Instruction A.2. below):

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

Nexxus Lighting, Inc. (the “Company”) announced on April 30, 2007 the appointment of John Oakley as the Company’s Chief Financial Officer, effective June 4, 2007.

Mr. Oakley, age 39, has served as chief financial officer and director of Home Meridian International, a multi-divisional, furniture industry holding company, since September 2006. Previously, he served as the senior vice president, chief financial officer and treasurer of Pulaski Furniture Corporation, a subsidiary of Home Meridian International. He joined the furniture manufacturer and importer as vice president and treasurer in 2001. Prior to joining Pulaski Furniture, Mr. Oakley was corporate controller for Collins and Aikman Floorcoverings, Inc. from 1997 to 2001, and a senior auditor for Arthur Andersen, LLP from 1992 to 1997.

Pursuant to the offer letter from the Company to Mr. Oakley, Mr. Oakley shall receive a base salary of \$155,000.00 per annum and performance bonus compensation of up to 50% of his base salary. The actual performance bonus payment is based upon the Company’s achievement of certain financial and performance objectives.

In addition, the Board of Directors has approved the grant of the following incentive stock options to Mr. Oakley on the date Mr. Oakley commences employment with the Company: (i) options to purchase 10,000 shares of the Company’s common stock at an exercise price equal to the fair market value of such stock on the date of grant, vesting in equal installments over three years beginning on the first anniversary of the date of grant, subject in all instances to Mr. Oakley’s continued employment with the Company on the applicable vesting dates; and (ii) options to purchase 30,000 shares of the Company’s common stock at an exercise price equal to the fair market value of such stock on the date of grant. Subject to Mr. Oakley’s continued employment with the Company on the vesting date, the options to purchase 30,000 shares will vest on March 31, 2008, provided that the Company achieves the specified net profit target for 2007. If the financial milestone is not achieved by the Company, a percentage of the option to purchase 30,000 shares may vest, based on the portion of the milestone that is achieved. The offer letter also provides that as part of the Company’s executive management team, Mr. Oakley will be eligible for future stock option grants based on performance.

Mr. Oakley’s employment with the Company is for an unspecified term. In the event of termination of Mr. Oakley’s employment by the Company for any reason other than “cause” (as defined in the offer letter), Mr. Oakley shall receive three months base salary, unpaid reimbursable expenses and accrued and unused benefits. The offer letter also provides for the execution by Mr. Oakley of confidentiality and non-competition agreements with the Company.

A copy of Mr. Oakley’s offer letter is attached hereto as Exhibit 10.1, and this summary description is qualified in its entirety by reference to such exhibit, which is incorporated herein by reference. The press release issued on April 30, 2007 by the Company describing Mr. Oakley’s appointment as Chief Financial Officer of the Company is attached hereto as Exhibit 99.1, and incorporated herein by reference in its entirety.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
10.1	Offer Letter, dated April 27, 2007.
99.1	Press Release, dated April 30, 2007, announcing the appointment of John Oakley as Chief Financial Officer of the Company.

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.

April 30, 2007

NEXXUS LIGHTING, INC.

/s/ Michael A. Bauer

Name: Michael A. Bauer

Title: President and Chief Executive Officer

EXHIBIT INDEX

Exhibit Number	Description
10.1	Offer Letter, dated April 27, 2007.
99.1	Press Release, dated April 30, 2007, announcing the appointment of John Oakley as Chief Financial Officer of the Company.

April 27, 2007

Mr. John Oakley
4227 Pearman Road
Blacksburg, VA 24060

Via E-Mail:

Dear Mr. Oakley:

I am pleased to extend this offer of employment for you to join Nexxus Lighting, Inc.'s (the "Company") Executive Management team.

Position: **Chief Financial Officer**
Reports to: **Mike Bauer, President & CEO**
Official Start Date: **June 4, 2007**

A nationwide press release will be distributed.

Your Core Compensation will consist of a base salary of \$155,000 (paid bi-weekly). In addition to your Core Compensation, you are also eligible for a bonus of up to 50% of your base salary if you and the company meet certain performance levels.

The bonus is broken into two parts:

- 1) The first part is a Company bonus and represents a potential 67% of your total bonus potential.
If the company meets its overall net profit goal for the year, then you will earn the bonus.
- 2) Individual Goals and Objectives as defined below which represent the additional 33% of your total bonus potential:
 - a. Manage overall operating expense (G&A, S&M, R&D) budget to not exceed target operating expense budget for 2007.
 - b. Develop strategic recommendations for lean manufacturing operations by 12/31/07.
 - c. TBD
 - d. TBD

Your employment also includes eligibility for a total of 40,000 stock options, which will vest according to the following schedule:

Stock Options Vested

- 1) 10,000 Options priced on date of employment and vest over three years, according to Company's Stock Option Plan
- 2) 30,000 Options priced on date of employment and vested on March 31, 2008, based on achieving 2007 net profit target

As part of the SVI Executive Management team you will be eligible for future Stock Option grants based on performance. All stock options shall be subject to the terms and conditions of the Company's stock option plan pursuant to which the options are granted and shall be conditioned upon Employee's execution of a stock option agreement with Employer in the form specified by the Compensation Committee.

Our payroll is issued bi-weekly on Fridays and direct deposit of your check is available.

Notwithstanding anything to the contrary in this Agreement, express or implied, your employment is for an unspecified term and either you or the Company may terminate your employment at will and with or without Cause (as defined below) or notice at any time for any reason; provided, however, that you agree to provide the Company with ninety (90) days advance written notice of your resignation (during which time the Company may elect, in its discretion, to relieve you of all duties and responsibilities). This at-will aspect of your employment relationship can only be changed by an individualized written agreement signed by both you and an authorized officer of the Company. If your employment is terminated by the Company for any reason other than Cause (as defined below), you shall receive (i) ninety days base salary payable in accordance with the customary payroll practices of the Company over the three month period immediately following the date of termination, (ii) any unpaid reimbursable expenses outstanding as of the date of termination and (iii) payment for accrued and unused benefits as of the date of termination such as vacation. In the event of a termination of your employment by the Company for Cause (as defined below), you shall receive unpaid base salary through, and any unpaid reimbursable expenses outstanding as of, the date of termination and payment for accrued and unused benefits as of the date of termination such as vacation. "Cause" shall be limited to the following: (i) your refusal to perform your duties in a satisfactory manner; (ii) dishonesty or other acts by you that adversely affect the Company; (iii) a violation of the Company's policies or practices which justifies immediate termination; (iv) arrest or conviction of a felony or of any crime involving moral turpitude, fraud or misrepresentation; or (v) the commission by you of any act which could reasonably be expected to injure the reputation, business, or business relationships of the Company or any of its affiliates.

You also agree to provide the Company with at least ninety (90) days' prior written notice of your intent to terminate your employment ("Termination Notice Period"). Failure to provide such notice terminates your entitlement to payment for accrued, unused benefits, such as vacation. In the event of a termination of your employment by you, you shall receive unpaid base salary through, and any unpaid reimbursable expenses outstanding as of, the date of termination and payment for accrued and unused benefits as of the date of termination such as vacation. The Company reserves the right to terminate you before the end of the Termination Notice Period provided that you shall receive the base salary that you would have received from the date of the last payroll payment to the end of the Termination Notice Period and any unpaid reimbursable expenses outstanding as of the date of termination and payment for accrued and unused benefits as of the date of termination such as vacation. During the Termination Notice Period, you agree to provide services under this Agreement using your best efforts.

As an employee you are eligible to participate in all benefit programs offered to full-time employees once you have completed ninety (90) days of employment. You will be eligible to enroll in our group medical plan which the Company contributes 90% to employee only coverage and 60% to family coverage. If you enroll in our group medical plan, our group vision insurance will be at no cost to you.

You will also be entitled after 90 days to enroll in a group dental plan which the Company contributes 50% and a life Insurance and short-term disability plan, which the Company pays for 100%. The Company offers a 401K retirement plan, which you will be eligible to join after one year of employment. That enrollment is expected to be effective June 1, 2008. A summary of our benefits program will be provided for your review along with an employee handbook.

You will begin to accrue PTO monthly beginning May 31, 2007, at a rate of 12.00 hours per month.

You will need to complete pre-employment drug screening and we will have to perform a background check, including a credit check. If the drug test comes back positive for the evidence of an illegal substance or if your background check comes back with a felony conviction not identified on your employment application or if there are any concerns with your credit report, the Company will have the right to rescind its offer.

As we discussed, you agree to attend the following events with the Company prior to your hire date. The Company will reimburse you for your reasonable, out-of-pocket, documented travel expenses for these events.

April 26th – 27th Agent Training

May 8th Nexxus Lighting, Inc. Kick-off Event in New York City

May 16th – 17th Annual Meeting of Shareholders and Board of Directors Meeting

Finally, your acceptance of our offer will require that you acknowledge and sign both a confidentiality and non-compete (fiber optic and LED) agreement. Copies of each will be faxed to you today and provided for signing along with an application for employment that must be completed.

On behalf of our entire management team we look forward to your accepting our offer and becoming an integral member of the Nexxus Lighting, Inc. Executive Management team.

Sincerely,

/s/ Michael A. Bauer

Michael A. Bauer

President and Chief Executive Officer

Accepted:

/s/ John Oakley

John Oakley

April 27, 2007

Date

FOR IMMEDIATE RELEASE

April 30, 2007

For more information: Richard Heiner, Marketing Director, Nexxus Lighting, Inc.

Phone 407-857-9900 x216 Fax 407-857-0050

email: rheiner@nexxuslighting.com

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NEXXUS LIGHTING HIRES JOHN OAKLEY AS CHIEF FINANCIAL OFFICER

Orlando, Florida: Nexxus Lighting, Inc. (NASDAQ: NEXS) today announced the hiring of John Oakley as its new Chief Financial Officer. Nexxus Lighting, Inc., formerly Super Vision International, Inc., is a world leader in advanced lighting technology including solid-state LED and fiber optic lighting systems and controls used in commercial, architectural, signage, swimming pool and retail lighting.

Prior to joining the Nexxus Lighting team, Mr. Oakley served as Chief Financial Officer and Director of Home Meridian International. Previously, he served as the Senior Vice President, Chief Financial Officer and Treasurer of Pulaski Furniture Corporation, a subsidiary of Home Meridian. He joined the furniture manufacturer and importer as Vice President and Treasurer in 2001. Prior to Pulaski Furniture, Mr. Oakley was Corporate Controller for Collins and Aikman Floorcoverings, Inc. from 1997 to 2001 and Senior Auditor for Arthur Andersen, LLP from 1992 to 1997.

"John brings extensive experience as a senior level financial executive to Nexxus Lighting. He has performed detailed due diligence as part of acquisition teams, managed the integration of several successful acquisitions and led large accounting teams as part of his direct experience in manufacturing. He also has experience conducting audits of large publicly held companies. John will be a great asset to our company and we expect him to play an integral part in executing our strategy and accomplishing our goals," stated Mike Bauer, Nexxus Lighting's President and CEO.

Mr. Oakley holds a Bachelor of Science in Accounting from the University of North Carolina at Charlotte and also honorably served in the United States Navy. He will officially join the company on June 4, 2007, after he fulfills his commitment to his present employer.

For more information, please visit the Nexxus Lighting, Inc. web site at www.nexxuslighting.com.

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Certain of the above statements contained in this press release are forward-looking statements that involve a number of risks and uncertainties. Such forward-looking statements are within the meaning of that term in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Reference is made to Nexxus Lighting's filings under the Securities Exchange Act for factors that could cause actual results to differ materially. Nexxus Lighting undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those indicated in the forward-looking statements as a result of various factors. Readers are cautioned not to place undue reliance on these forward-looking statements.